cog
Council of Governments

cta
County Transportation Authority

AGENDA
Board of Directors Meeting
September 3, 2025

*****Start Time: 10:00 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

Carrie Schindler, *Executive Director*

Julianna Tillquist, *General Counsel*

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

Board of Directors
September 3, 2025

*****10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1) -- 10 cases

a. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
OAH Case No. A-0007-2021

b. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB2305070

c. SBCTA—*SBCTA v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB2509373

d. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*
Fresno Superior Court Case No. 22CECG01224; Fifth Dist. Court of Appeal Case No. F087656

e. SBCTA--*Family Fun Center, Upland, LLC v. Security Paving Company, Inc., Lane Construction Corp., SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB2326404

f. SBCTA--*Jason Chiakowsky, Greyson Chiakowsky v. SCRRA, City of Redlands, County of San Bernardino, San Bernardino County Transit [sic] Authority et al.*
San Bernardino Superior Court Case No. CIVSB2402748

g. SBCTA--*Elecnor Belco Electric, Inc. v. Security Paving Company, Inc.; The Western Surety Company; SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB2425290

h. SBCOG—*In re Renovate America, Inc.*
United States Bankruptcy Court for the District of Delaware Case No. 20-13172

i. SBCTA—*Malcolm Drilling Company, Inc. v. The Lane-Security Paving Joint Venture, et al.*
San Bernardino Superior Court Case No. CIVSB2516041

j. SBCTA—*G&F Concrete Cutting, Inc. v. The Lane-Security Paving Joint Venture, et al.*
San Bernardino Superior Court Case No. CIVSB2514885

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
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. Board Presidential Appointments Pg. 22

Note the Presidential appointments of Mayor John Dutrey, City of Montclair, and Council Member Ray Marquez, City of Chino Hills, to serve on the Joint Ad Hoc Committee with two members of the Metro Gold Line Foothill Extension Construction Authority Board.
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.

3. May and June 2025 Procurement Report Pg. 23

Receive the May and June 2025 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on August 13, 2025.

4. **Measure I Revenue** Pg. 31

Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Michael Hernandez

This item was received by the General Policy Committee on August 13, 2025.

5. **San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 Third Quarter** Pg. 33

Receive and file the Third Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.
Presenter: Nancy Strickert

This item was received by the Transit Committee on August 14, 2025.

6. **Bi-Annual Fiscal Year 2024/2025 Railroad Right-of-Way Grants of Right of Use Report** Pg. 58

Receive and file the second half of Fiscal Year 2024/2025 (January 2025 through June 2025) Right-of-Way Grants of Right of Use Report.
Presenter: Ryan Aschenbrenner

This item was received by the Transit Committee on August 14, 2025.

7. **Transit and Rail Programs Contract Change Orders to On-Going Contracts** Pg. 60

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on August 14, 2025.

8. **Project Delivery Contract Change Orders to On-Going Contracts** Pg. 63

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

This item was received by the Board of Directors Metro Valley Study Session on August 14, 2025.

9. **Interstate 10 Express Lanes Contract 1 Quarterly Report** Pg. 70

Receive and file the June 2025 Interstate 10 Express Lanes Contract 1 - 4th Quarter Report.
Presenter: Philip Chu

This item was received by the Board of Directors Metro Valley Study Session on August 14, 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

10. **Release Request for Proposals No. 25-1003322 for Third-Party Administrator and Incident Management Services** Pg. 108

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

Authorize the release of Request for Proposals No. 25-1003322 for Third-Party Administrator and Incident Management Services.
Presenter: Iain MacMillan

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Consent - Project Delivery

11. **Progress Briefing Report through June 2025** Pg. 118

Receive the Major Projects Status Report for the period through June 2025.
Presenter: Kristi Lynn Harris

This item was received by the Board of Directors Metro Valley Study Session on August 14, 2025.

12. **Release Request for Proposals No. 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project** Pg. 120

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

Authorize the release of Request for Proposals No. 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project in the City of Highland and City of Redlands.
Presenter: Jeffery Hill

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 August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

13. **I-10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Cooperative Agreement No. 23-1002893** Pg. 154

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

Approve Amendment No. 2 to Cooperative Agreement No. 23-1002893, for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project with the California Department of Transportation, to update the total construction cost to $91,551,000, including an increase to Department Furnished Materials from $1,050,000 to $1,391,000, to be funded with Measure I Valley Interchange Program and Local Funds.
Presenter: Juan Lizarde

This item was reviewed and recommended for approval (19-0-1; Abstained: Dutrey) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 14, 2025. General Counsel and Procurement Manager have reviewed this item and the draft amendment.

14. **State Route 18 Median Widening and Reprofiling Project – Contract No. 25-1003240 for Project Approval & Environmental Document Design Services** Pg. 160

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

A. Award Contract No. 25-1003240 to HNTB Corporation, for Project Approval & Environmental Document Services for the San Bernardino County portion of the State Route 18 Median Widening and Reprofiling Project, in a not-to-exceed amount of $7,298,600.01, to be funded with Victor Valley Major Local Highway Program funds, consistent with the 2025 Update to the 10-Year Delivery Plan, for a three-year term through September 30, 2028.

B. Approve a contingency in an amount not-to-exceed $729,860 for Contract No. 25-1003240, and authorize the Department Director to release contingency as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.
Presenter: Sal Chavez

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Consent - Express Lanes

15. **Software Source Code Escrow Agreement for Toll System - Contract No. 26-1003353** Pg. 212

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

A. Approve Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, for a not-to-exceed amount of $255,745.

B. Waive the five-year contract term set forth in Contract and Procurement Policy No. 11000, IV.B.4, for Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, which has no defined term, to accommodate the life of the current toll system.
Presenter: Jillian Peterson

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 August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

16. **Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 2 to Utility Agreement 24547** Pg. 238

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

Authorize the Executive Director, or her designee, to execute Amendment No. 2 to Utility Agreement 24547, Contract No. 19-1002075 for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1, with Inland Empire Utilities Agency, to mitigate Project impacts to four separate utilities, to increase the not-to-exceed amount by $2,241,644.06 for a revised not-to-exceed amount of $2,316,644.06, including contingency; subject to approval as to form by SBCTA General Counsel.
Presenter: Khalid Bazmi

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 August 14, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Consent - Regional/Subregional Planning

17. Climate Pollution Reduction Grant Program Update Pg. 246

Receive an update on the Environmental Protection Agency's Climate Pollution Reduction Grant.
Presenter: Josh Lee

This item was received by the General Policy Committee on August 13, 2025.

18. Award Contract No. 25-1003186 for Evacuation and Resilience Center Design Study Pg. 255

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

Award Contract No. 25-1003186 with Jacobs Engineering Group, Inc., to conduct an Evacuation and Resilience Center Design study, in the amount of $616,830.12, to be funded with a State of California Climate Adaptation Planning grant, with a period of performance ending June 30, 2027.
Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. Staff has updated the item to address questions by the Geneal Policy Committee, and the additional information is in bold in the "Background" section. Additionally, the SBCOG department will now be the contract and project lead. Staff changes have been made in the CSS and the contract to reflect the change. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

19. Transportation Development Act Article 3 Annual Update: Fiscal Year 2024/2025 & Extension Requests Pg. 290

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

A. Receive an update on the status of active Transportation Development Act Article 3 awards.

B. Extend the deadline for the County of San Bernardino's Fiscal Year (FY) 2021/2022 3rd Street and Pedley Westbound Transit Access Improvement award from June 30, 2025 to June 30, 2026.

C. Extend the deadline for the City of Chino Hills' FY 2021/2022 Montecito Drive Transit Access Improvements Project award from June 30, 2025 to June 30, 2027.

D. Extend the deadline for the City of Victorville's FY 2021/2022 Old Town Sidewalk Connectivity Project – Phase 2 bicycle/pedestrian improvement award from June 30, 2025 to June 30, 2026.

E. Extend the deadline for the City of Yucaipa's FY 2021/2022 City-Wide Bus Stop Enhancements Transit Access Improvement award from June 30, 2025 to June 30, 2026.
Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025.

20. Senate Bill 1 Cycle 5 Candidate Projects Pg. 301

Receive information on the candidate projects for Cycle 5 of the California Transportation Commission's Senate Bill 1 Grant Programs.
Presenter: Steve Smith

This item was received by the General Policy Committee on August 13, 2025.

21. **Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the City of Upland** Pg. 306

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

Authorize the Executive Director, or her designee, to execute Work Order No. 15 under Contract No. 15-1001125 in the amount of $164,795, to be funded with Regional Early Action Planning 2.0 funds, for Southern California Regional Rail Authority for coordination, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project and development of a construction and maintenance agreement.
Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA Procurement Manager has reviewed this item and the draft work order.

Consent - Transit

22. **Omnitrans Specialized Transportation Services for Consolidated Transportation Services Agency Budget for Fiscal Year 2025/2026** Pg. 326

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2025/2026.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

23. **Reimbursement Agreement No. 25-1003323 with Union Pacific Railroad Company for Preliminary Engineering Services for the Ontario International Airport Connector Project** Pg. 331

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

A. Approve Agreement No. 25-1003323 with Union Pacific Railroad Company (UPRR) to reimburse UPRR for the railroad's preliminary engineering analysis of tunneling under the railroad associated with the Ontario International Airport Connector Project, in the not-to-exceed amount of $250,000, to be funded with State Transit Assistance Funds.

B. Approve a contingency for a not-to-exceed amount of $75,000 for Agreement No. 25-1003323, and authorize the Executive Director, or her designee, to release contingency as necessary.
Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

24. **Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC** Pg. 339

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

Approve Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC, to extend the period of performance by two years, through October 14, 2027.
Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

25. Declaration of Exempt Surplus Property and Sale of a Portion of the Baldwin Park Branch to the City of Fontana Pg. 348

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

Adopt Resolution No. 26-002, finding and declaring property known as Assessor's Parcel Number 0191-161-25 to be exempt surplus property if sold to the City of Fontana, and delegating authority to the Executive Director, or her designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, 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 August 14, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

26. Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations Program Funds Pg. 354

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

Adopt Resolution No. 26-001 requesting to reallocate $364,534 of Low Carbon Transit Operations Program - Population Share funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program.
Presenter: Nicole Soto

The item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

27. Fiscal Year 2025/2026 Operator Allocation - Mountain Transit Pg. 357

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

A. Allocate an additional $782,292 of Mountain/Desert State Transit Assistance – Population Share funds to Mountain Transit for Operating Assistance.

B. Approve revisions to Mountain Transit's Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

Consent - Council of Governments

28. California Energy Commission Equitable Decarbonization Program Pg. 360

Receive an update on the California Energy Commission Equitable Decarbonization Program.
Presenter: Jennifer Aguilar

This item was received by the General Policy Committee on August 13, 2025.

29. Award Contract No. 25-1003265 for San Bernardino Council of Governments 5-Year Work Plan Implementation Outreach and Engagement Activities Pg. 364

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

Approve Contract No. 25-1003265 with Costin Public Outreach Group, Inc. for Outreach and Engagement Services associated with the SBCOG 5-Year Work Plan Implementation, in a not-to-exceed amount of $2,055,800, to be funded with Indirect funds and SBCOG Member Dues.

Presenter: Suzanne Peterson

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. SBCTA/SBCOG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Consent - Transportation Programming and Fund Administration

30. Amendment No. 1 to Bear Valley Road Bridge Over Mojave River Funding Agreement No. 22-1002754 Pg. 400

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

A. Allocate an additional $3,793,687 in Measure I Victor Valley Major Local Highway Program (MLHP) funds to the Town of Apple Valley for the Bear Valley Road Bridge Over Mojave River Project.

B. Approve Amendment No. 1 to Funding Agreement No. 22-1002754 with the Town of Apple Valley for the Bear Valley Road Bridge Over Mojave River Project, increasing the Measure I Victor Valley MLHP funds by $3,793,687 for a total of $3,844,087, extending the termination date through the anticipated project close-out date of December 31, 2028, and expanding the definition of "Project Work" in the Agreement to include all construction phases of the Project.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 15, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Consent - Legislative/Public Outreach

31. Fiscal Year 2025/2026 Budget Amendment for Measure I Outreach and Elimination of Enterprise Risk Manager Position Pg. 408

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

A. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0605 – Public Affairs to add expenditures in the amount of $500,000 in Local Transportation Funds (Fund 1040) for educational support for Measure I, including consultants, surveys, and collateral materials.

B. Approve the elimination of the Enterprise Risk Manager position, with no budget adjustment at this time.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025.

32. Federal Legislative Update Pg. 410

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

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on August 13, 2025.

33. State Legislative Update Pg. 412

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

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on August 13, 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 - Transportation Programming and Fund Administration

34. Trade Corridor Enhancement Program Baseline Agreement 26-1003378 and Contract 26-1003380 with WattEV for the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project Pg. 450

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

A. Authorize the Executive Director, or her designee, to approve and execute the Trade Corridor Enhancement Program (TCEP) Baseline Agreement No. 26-1003378 with the California Transportation Commission and the California Department of Transportation for the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project, subject to approval as to form by SBCTA General Counsel.

B. Authorize the Executive Director, or her designee, to approve and execute Contract No. 26-1003380 with WattEV CA12, Inc. for construction of a Zero-Emission Truck Charging Station in the City of Baker, which includes construction, testing, operation, and maintenance in a not-to-exceed amount of $10,542,805, to be funded with TCEP funds, for a seven-year term through April 16, 2032, subject to approval as to form by SBCTA General Counsel and prior environmental clearance of the project in accordance with TCEP funding restrictions.

Presenter: James Mejia

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board without prior committee review to accommodate the timeframe required by the CTC for the Baseline Agreement approval. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Discussion - Transit

35. Zero Emission Multiple Unit Project Update Pg. 543

Receive an update on the Zero Emission Multiple Unit vehicle and infrastructure work.
Presenter: Joy Buenaflor

This item has not received prior policy committee or technical advisory committee review. This update is going straight to the Board in order to provide the latest information ahead of the anticipated revenue service date.

36. Hearing to Consider Adopting a Resolution of Necessity to Acquire a Temporary Construction Easement for the West Valley Connector Project Pg. 545

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

A. Conduct a public hearing to consider adopting a certain Resolution of Necessity to acquire by eminent domain the right to possess and use the certain temporary construction easement described more particularly in the Resolution of Necessity described below (referred to below as the "Subject Property Interest"), which is required to facilitate the construction of the West Valley Connector (WVC) Project.

B. Upon completion of the public hearing, that the Board of Directors (Board) adopt Resolution of Necessity No. 26-003 authorizing and directing General Counsel, or her designee, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Holt - San Antonio, LLC, a California limited liability company (Assessor's Parcel Number 1048-591-30) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority of the Board.
Presenter: Ramie Dawit

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. The resolutions of necessity were prepared and reviewed by outside acquisition counsel.

37. Approve Policy No. 31602 Revisions and Adopt Resolution for Fee Increases Fiscal Year 2025/2026 Pg. 570

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

A. Conduct a public hearing, pursuant to Government Code Section 66018, to consider approving an increase of fees charged for application, amendment, appeal, engineering review, complex review, and annual administration fees.

B. Adopt Resolution No. 25-064, establishing the schedule of fees collected under Policy No. 31602, SBCTA Real Property, for grants of use of SBCTA real property.

C. Approve revisions to Policy No. 31602, SBCTA Real Property, to clarify payment of complex review fees~~, and~~ authorize the Executive Director to write off uncollected fees up to $2,500, **and establish a lapse of grant of use applications for unresponsiveness**.
Presenter: Ryan Aschenbrenner

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 draft policy and resolution. Updates were made to the draft policy and resolution after the June General Policy Committee meeting. Changes are shown in bold font in those documents, in the recommendations, and mentioned in the background of the item.

38. Amendment to the Fiscal Year 2025/2026 Budget for Arrow Operations Pg. 598

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

A. Approve a funding allocation for $3,000,000 to support litigation services related to the Arrow Service using Measure I Valley Metrolink Rail Service Program funds.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0314 – Transit Operations to increase Measure I Valley Metrolink/Rail Service Program funds (Fund 4150) by $3,000,000.
Presenter: Victor Lopez

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. This item is going straight to the Board for approval to avoid interruption in litigation support.

39. Gold Line to Montclair Project Cost Increase and Funding Request Pg. 600

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

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

~~B. Provide direction on what the recommendation should be in response to the recent funding request from the Metro Gold Line Foothill Extension Construction Authority.~~

B. Make a determination, based on finalization of the Memorandum of Understanding (MOU) with the Construction Authority and receipt of legal opinion on CMAR, as to how to proceed with MOU. Transit Committee had recommended negotiations conclude and the MOU be finalized by August 29, 2025.

C. Approve keeping $37,199,643 in funding in place until a decision is made regarding how to proceed.

D. Establish an Ad Hoc Committee to work with staff to examine alternatives to the Gold Line Extension for the City of Montclair.
Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 623
Acronym List Pg. 625

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report Pg. 628

Committee Membership

Representatives on SCAG Pg. 631
Appointments to External Agencies Pg. 632
Committee Membership Pg. 634

Mission Statement

Mission Statement Pg. 640

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…

September 2025

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:			
General Policy Committee	Sept 10	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Sept 10	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	Sept 11	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Sept 11	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Policy Committee	Sept 19	9:30 am	Mojave Desert AQMD

Other Meetings/Events:			
Mobility 21 Annual Summit	Sept 12	8:00 am – 4:00 pm	Anaheim, CA
Business 2 Business Expo	Sept 25	9:00 am – 12:00 pm	Ontario, CA

SBCTA Offices will be CLOSED:

- **September 1st, Labor Day**

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

Minute Action

AGENDA ITEM: 1

Date: September 3, 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
14	25-1003240	HNTB Corporation *Jeff Watson, Senior Vice President* *Craig Denson, Chief Financial Officer*	Duke Cultural Resources Management, LLC Fehr & Peers, Inc. Group Delta Consultants, Inc., an NV5 Company GUIDA ICF Jones & Stokes, Inc. Monument ROW Pacific Advanced Civil Engineering, Inc. Tatsumi and Partners, Inc. Verdantas, Inc. Value Management Strategies, Inc.
15	26-1003353	NCC Group Escrow Associates, LLC *Mary English* TransCore, LP *Whitt Hall, P.E., President*	None
18	25-1003186	Jacobs Engineering Group, Inc. *John Khoury* *Hany Haroun*	Hout Construction Services PAE
23	25-1003323	Union Pacific Railroad Company *Kenneth Tom*	None
24	22-1002760-02	Orange Blossom by Invision, LLC *Jamal Ali Ahmad*	Miller Architectural Corporation Aguilar Consulting Inc. STB & Associates

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

Item No.	Contract No.	Principals & Agents	Subcontractors
24 (cont.)			Fidelity National Title Company Natural Resources Assessment GeoMat Lab BJ Palmer & Associates Candela Engineering TAD Engineering
29	25-1003265	Costin Public Outreach Group, Inc. *Sara Costin Mockus*	Become Intertwined
34	26-1003380	WattEV CA12, Inc. *Salim Youssefzadeh, CEO*	None

Item No. 36 – West Valley Connector Project	
APN#	**Principals & Agents**
1048-591-30	Holt - San Antonio, LLC, a California limited liability company

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: September 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: September 3, 2025

Subject:
Board Presidential Appointments

Recommendation:

Note the Presidential appointments of Mayor John Dutrey, City of Montclair, and Council Member Ray Marquez, City of Chino Hills, to serve on the Joint Ad Hoc Committee with two members of the Metro Gold Line Foothill Extension Construction Authority Board.

Background:
The San Bernardino County Transportation Authority (SBCTA) Board of Directors took action at its July 2, 2025 meeting, 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 the Transit Committee in August. Board President Rick Denison appointed Mayor John Dutrey, City of Montclair, and Council Member Ray Marquez, City of Chino Hills. This item is to apprise the Board of the Presidential appointments made.

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

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: September 3, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 3

Date: September 3, 2025

Subject:
May and June 2025 Procurement Report

Recommendation:
Receive the May and June 2025 Procurement Report.

Background:
The Board of Directors (Board) adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on April 2, 2025. The Board authorized the Executive Director, or their 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 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; 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 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.

Lastly, the Board 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.
- Nine contract amendments were executed.
- Eight CTOs were executed.
- Two CTO amendments were executed.
- Three contingency amendments were executed.
- Eight purchase orders were executed.
- One purchase order amendment was executed.
- One RFP was released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Four 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 months of May and June are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all 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 August 13, 2025.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Attachment A - 1
May and June 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	25-1003313		Thomson Reuters (West Publishing)	Online legal research database for General Counsel's office.	$ 26,148.96	$ -	$ -	$ 26,148.96	N/A
Contract	25-1003245		GCAP Services, Inc.	Disadvantaged Business Enterprise Consulting Services.	$ 100,000.00	$ -	$ -	$ 100,000.00	N/A
Contract Amendment	23-1002896	1	San Bernardino County	Implement two initiatives utilizing unspent balance and extend contract term for Funding Memorandum of Understanding (MOU) for Smart County Master Plan (SCMP) Implementation.	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	N/A
Contract Amendment	22-1002727	1	EXP U.S. Services Inc.	Increase the not-to-exceed amount and extend the contract termination date for the SR 210 Waterman Avenue Design Project.	$ 644,666.32	$ 64,466.63	$ 56,139.17	$ 765,272.12	N/A
Contract Amendment	23-1002933	1	Beacon Economics LLC	Update Exhibit B Price Proposal Event Rates for Economist Services.	$ 187,500.00	$ -	$ -	$ 187,500.00	N/A
Contract Amendment	17-1001683	7	Trapeze Software Group, Inc.	To Increase the contract amount and extend the expiration date in order to collect data required for National Transit Database reporting for Vanpool Program Online System.	$ 372,919.00	$ 126,676.00	$ 30,877.00	$ 530,472.00	N/A
Contract Amendment	22-1002741	1	San Bernardino County	To increase the contract amount for a two-year extension of the Temporary Construction Easement within the Union Pacific Railroad property for the I-10 Cedar Avenue Project.	$ 975,000.00	$ -	$ 89,000.00	$ 1,064,000.00	N/A
Contract Amendment	23-1002900	1	California Department of Transportation	To extend the funding agreement term by two years in order to expend the entire grant balance for Freeway Service Patrol Funds.	$ 1,431,979.00	$ -	$ -	$ 1,431,979.00	N/A
Contract Amendment	21-1002447	3	DesertXpress Enterprises, LLC	To extend term of MOU for the Development and Coordination of Advancement for the Brightline West High-Speed Passenger Rail Project Phase 2.	$ -	$ -	$ -	$ -	N/A
Contract Amendment	15-1001297	6	City of Montclair	To extend expiration date for the Monte Vista Grade Separation Cooperative Agreement due to on-going construction claim.	$ 3,927,614.00	$ 3,562,076.00	$ -	$ 7,489,690.00	N/A
Contract Amendment	17-1001692	3	City of Hesperia	To extend the termination date to accommodate Project Closeout for Ranchero Road Widening Cooperative Agreement.	$ 1,513,964.00	$ 9,993,857.00	$ -	$ 11,507,821.00	N/A

*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: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

Attachment A - 1
May and June 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*
CTO	25-1003206	2	Epic Land Solutions, Inc.	Right-of-way Services for I-10 Mount Vernon Avenue Improvements Project.	$ 88,294.82	$ -	$ -	$ 88,294.82	$8,000,000 (available $7,763,511.15)
CTO	25-1003206	3	Epic Land Solutions, Inc.	Right-of-Way Services, Property Management and disposal/sale of surplus property for the I-215 Bi-County Project.	$ 18,920.54			$ 18,920.54	$8,000,000.00 (available $7,744,590.61)
CTO	25-1003259	5	Overland Pacific and Cutler LLC a TranSystems Company	Provide Potholing and Utility Relocation for I-10 Cedar Avenue.	$ 117,732.01	$ -		$ 117,732.01	$8,000,000.00 (available $7,626,858.60)
CTO	25-1003206	4	Epic Land Solutions, Inc.	Right-of-way Services for disposal of surplus/excess land for I-215 Barton Road Interchange Project.	$ 15,835.00	$ -	$ -	$ 15,835.00	$8,000,000.00 (available $7,611,022.77)
CTO	23-1002995	26	Costin Public Outreach Group	Provide Outreach for extensive Measure I Education Effort.	$ 200,000.00	$ -	$ -	$ 200,000.00	$5,000,000.00 (available $1,877,320.00)
CTO	22-1002708	16	WSP USA, Inc.	Prepare Stormwater Pollution Prevention Plan (SWPPP) for the I-10 Corridor Contract 1 Project.	$ 29,807.82	$ 5,961.56		$ 35,769.38	$5,000,000.00 (available $3,938,566.50)
CTO	20-1002377	13	Vandermost Consulting Services, Inc.	Biological Spring Surveys for Interstate 15 Cajon Pass Northbound Freight Corridor Project.	$ 91,246.81	$ -		$ 91,246.81	$3,000,000.00 (available $2,256,083.25)
CTO	20-1002377	14	Vandermost Consulting Services, Inc.	Hazardous Waste Surveys for Interstate 15 Cajon Pass Northbound Freight Corridor Project.	$ 86,262.32	$ -		$ 86,262.32	$3,000,000.00 (available $2,169,820.93)
CTO Amendment	22-1002708	1.2	WSP USA, Inc.	To extend completion date for On-Call Construction Management Services for the Metrolink Station Accessibility Improvement Project – Phase II.	$ 894,507.57	$ 94,050.25		$ 988,557.82	$5,000,000.00 (available $3,938,566.50)
CTO Amendment	24-1003136	15.1	HNTB Corporation	To reflect adjustments to the project location and specific services being performed for Upland Affordable Housing and Complete Street Improvements.	$ 904,024.94	$ -	$ -	$ 904,024.94	$23, 281,950.00 (available $8,323,909.74)

Attachment: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

*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 A - 2
May and June 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
20-1002271 No. 2C	To replenish construction support budget for which a portion was expended for unanticipated plans and specifications revisions due to mid-year update from Caltrans before approval of the final design for the I-215 University Avenue Interchange Professional Services for Design.	HDR Engineering, Inc.	$ 650,461.79	$ 499,227.00	$ 72,950.90	$ 3,095.10	$ 1,225,734.79
18-1001870 No. 5L	Additional services, such as mapping, to establish new point of connection along Arrow Highway in front of the Omnitrans West Valley Facility at SCE's request for the West Valley Connector Project.	Parsons Transportation Group, Inc.	$ 6,495,780.54	$ 6,430,040.00	$ 1,170,074.00	$ 15,226.00	$ 14,111,120.54
22-1002775 No. 0E	Joshua Tree Survey and Data analysis, Protocol Survey for Crotch Bumble Bee, Habitat Evaluation and Protocol Survey for Burrowing Owl, and Joshua Tree Relocation Plan for US 395 Phase 2 Plans, Specifications and Estimates Project.	AECOM	$ 7,104,413.13	$ -	$ 316,769.82	$ 139,495.44	$ 7,560,678.39

Attachment: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

Attachment A - 3
May and June 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	4002613	5/16/2025	AT&T Mobility	Geotab Harness and Fuse Kit for Automatic Vehicle Location (AVL) trucks.	$ 1,019.72	$ -	$ -	$ 1,019.72
New PO	4002615	5/27/2025	CDW Government LLC	Microsoft Software Renewal.	$ 60,398.51	$ -	$ -	$ 60,398.51
New PO	4002617	5/21/2025	Southern California Edison (SCE)	New SCE Meters and Service Points for I-10 Contract 2A Express Lanes.	$ 100,000.00	$ -	$ -	$ 100,000.00
New PO	4002621	6/17/2025	Professional Communications Network, LP	Call Answering/Freeway Service Patrol (FSP) Customer Service Surveys including programming.	$ 3,429.50	$ -	$ -	$ 3,429.50
New PO	4002623	6/18/2025	Packet Fusion Inc.	Shoretel Support Renewal for Mitel Phone System.	$ 5,426.40	$ -	$ -	$ 5,426.40
New PO	4002624	6/20/2025	Golden Star Technology, Inc.	Replacement Laptops Group B.	$ 45,000.00	$ -	$ -	$ 45,000.00
New PO	4002628	6/20/2025	California Association of Council of Governments (CALCOG)	CALCOG Politico Pro Subscription.	$ 3,400.00	$ -	$ -	$ 3,400.00
New PO	4002630	9/16/1901	Caliper Corporation	Planning Geographic Information Systems Software Purchase TransCAD.	$ 4,000.00	$ -	$ -	$ 4,000.00
PO Amendment	4002490	6/27/2025	AT&T Mobility	AVL/GPS FSP Services for all regular FSP tow vehicles, including regular FSP backup tow vehicles.	$ 11,700.00	$ 11,700.00	$ 11,700.00	$ 35,100.00

Attachment: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

Attachment B
May and June 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
5/30/2025	RFP25-1003278	$52,500	11/1/2025	On-Call Air Quality Consultant.

Attachment: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

Attachment C
May and June 2025 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51563	Weatherite	Upgrade Phase II - Replace blower motor for air conditioning unit 106.	$ 2,178.00
PO SBCTA51503	Weatherite	Upgrade Phase II - Replace 2 motors for air conditioning units.	$ 3,820.00
PO SBCTA51502	Schindler	2nd floor wheelchair lift testing and repairs.	$ 3,267.79
PO SBCTA51501	Schindler	Annual lobby elevator state testing and permit.	$ 2,975.36

Attachment: May and June 2025 Procurement Report - PDF (11860 : May & June 2025 Procurement

Minute Action

AGENDA ITEM: 4

Date: September 3, 2025

Subject:
Measure I Revenue

Recommendation:
Receive report on Measure I receipts for Measure I 2010-2040.

Background:
Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of June 30, 2025, were $2,757,844,401.

A summary of the current Measure I receipts by quarter and cumulative total since its inception is included. The quarterly receipts represent sales tax collection from the previous quarter's taxable sales. For example, receipts for April through June represent sales tax collections from January through March.

Measure I revenue for the 2024/2025 Fiscal Year Budget was estimated at $251,900,000. Actual Measure I receipts for Fiscal Year 2024/2025 April through June are $60,887,266, in comparison to $60,102,892 received during the quarter ending June 2023/2024, with an increase of 1.31% due to the growth in consumer spending in the County of San Bernardino.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2024/2025 or the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the General Policy Committee on August 13, 2025.

Responsible Staff:
Michael Hernandez, Chief of Fiscal Resources

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	**$391,572,794**
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	**$535,038,944**
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	**$685,657,380**
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	**$845,145,110**
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	**$1,008,277,649**
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	**$1,176,858,666**
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	**$1,357,345,167**
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	**$1,535,799,994**
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	**$1,744,874,794**
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	**$1,997,667,772**
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	**$2,255,555,056**
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	**$2,507,416,626**
Fiscal Year 2024/25	63,679,854	61,567,694	64,292,960	60,887,266	250,427,775	**$2,757,844,401**
% Increase/Decrease Over 23/24	-1.07%	-1.09%	-1.30%	1.31%	-0.57%	

Attachment: MSI Receipts June 2025 (11850 : Measure I Revenue - 4th Qtr 2024/2025)

Minute Action

AGENDA ITEM: 5

Date: September 3, 2025

Subject:
San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025 Third Quarter

Recommendation:
Receive and file the Third Quarter San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2024/2025.

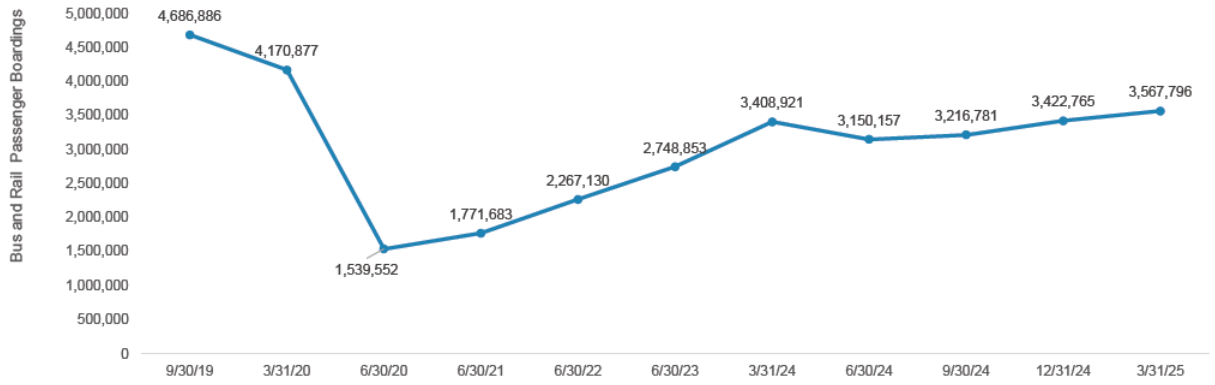
Background:
Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA).

Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA, and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a countywide transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data every month. This allows SBCTA to pull data reports independently from the transit operators. The other data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is presented. SCRRA data is collected directly from SCRRA and reviewed as part of the SCRRA Member Agency Advisory Committee activities. SBCTA is working with SCRRA on adding access to the Arrow Service data through TransTrack for consistency.

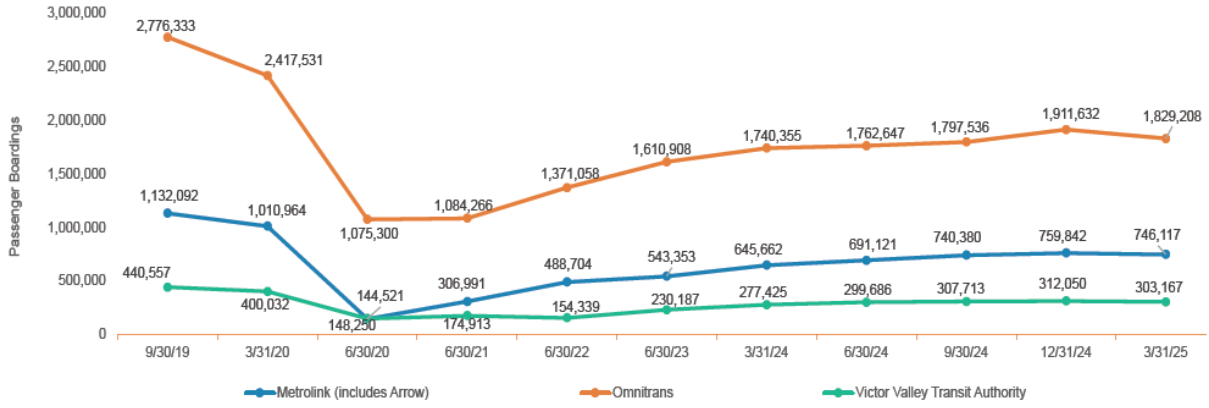
For the third quarter of Fiscal Year (FY) 2024/2025, San Bernardino County bus and rail transit operators provided approximately 3.6 million trips system-wide (as shown in Exhibit 2 on the following page). This was a 4% increase from the prior quarter.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Spring 2025



Among the larger operators, Omnitrans' ridership decreased by 4.3% and the Victor Valley Transit Authority (VVTA) also saw a 2.8% decrease in the third quarter. Collectively, Metrolink ridership for the San Bernardino and Inland Empire Orange County lines, including Arrow Service, decreased by 1.8% in the third quarter (as shown in Exhibit 3 below). However, Arrow Service did see an increase of 12% over the previous quarter. As shown on page 17 of the quarterly report.

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Spring 2025



As you can see, Exhibit 4 on the following page shows, for the small operators, Basin Transit showed a strong 15.4% growth since last quarter. Needles Transit Services showed a slight decrease of 3.7% since the previous quarter. Mountain Transit saw a 171% percent increase from the previous quarter due to the ski season months. However, it is a decrease compared to the same quarter from the previous year, likely due to reduced snowfall this year.

Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Spring 2025

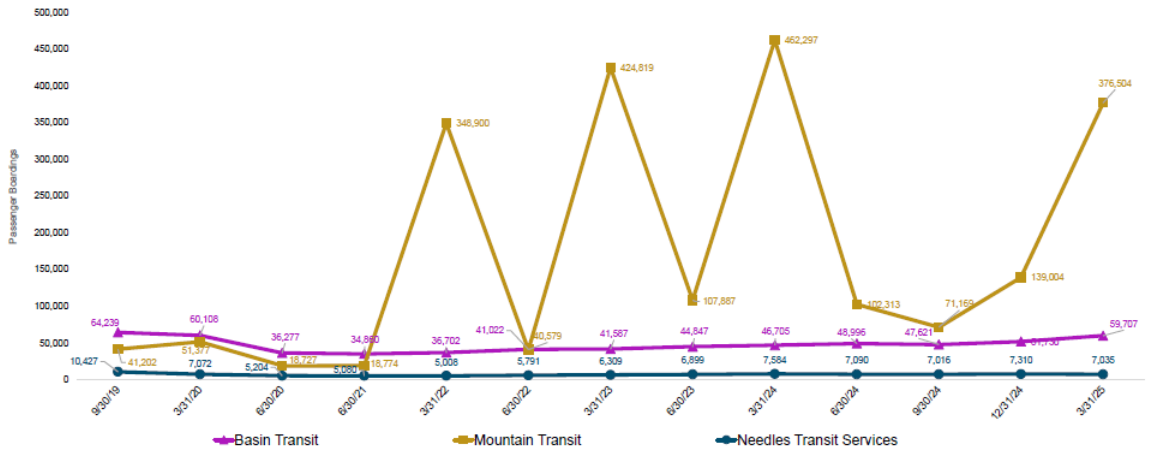
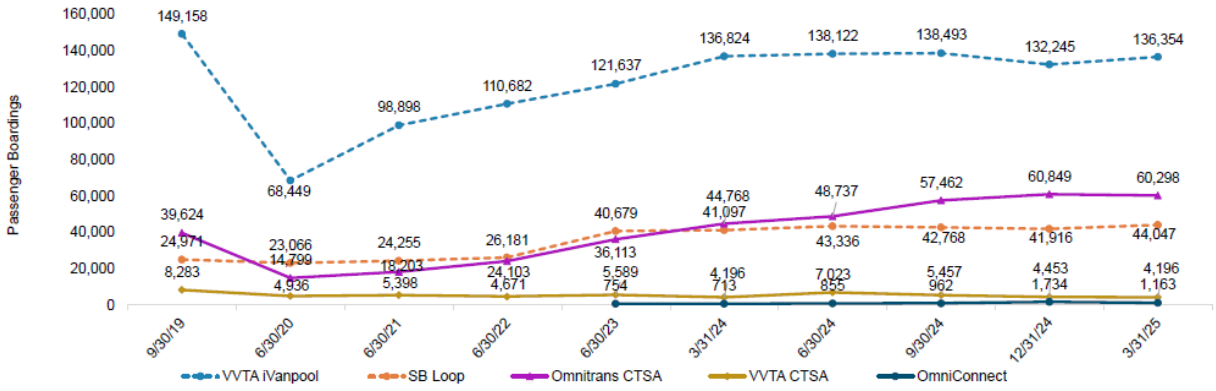


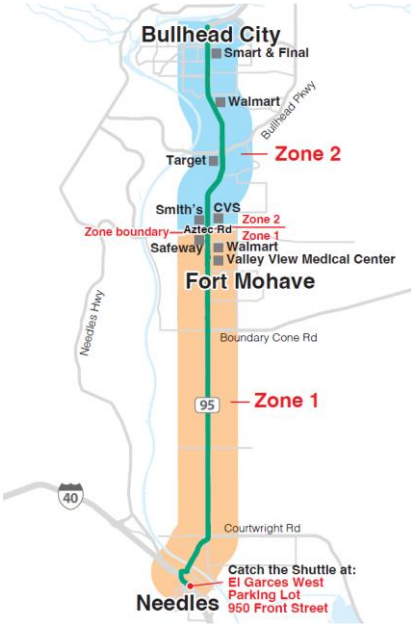
Exhibit 5 below presents the smaller public transportation services operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) programs of Omnitrans and VVTA, the vanpool programs of VVTA's Vanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported individually in the Report. Collectively, these smaller programs provided 250,000 trips this quarter, which is approximately a 2% increase from the prior quarter.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Spring 2025



Current Initiatives Update

Needles Transit Services has introduced its new Fort Mohave/ Bullhead Shuttle (FMBS), providing twice-weekly service to several retail areas across the river in Arizona, providing access to fresh fruits and vegetables that are no longer available in Needles since the closure of its grocery stores. Service began on July 1, 2025, with a formal launch of the new service slated for September 4, 2025. Round-trip fares are $9 to Zone 1 and $12 to Zone 2, pre-paid in advance, as seats are limited.



The SBCTA team worked with City of Needles staff to design this new service, responding to residents' requests for assistance in accessing Arizona destinations. Its design parallels comparable services in Imperial County and eastern Riverside County, where small rural communities are at considerable disadvantage from key services.

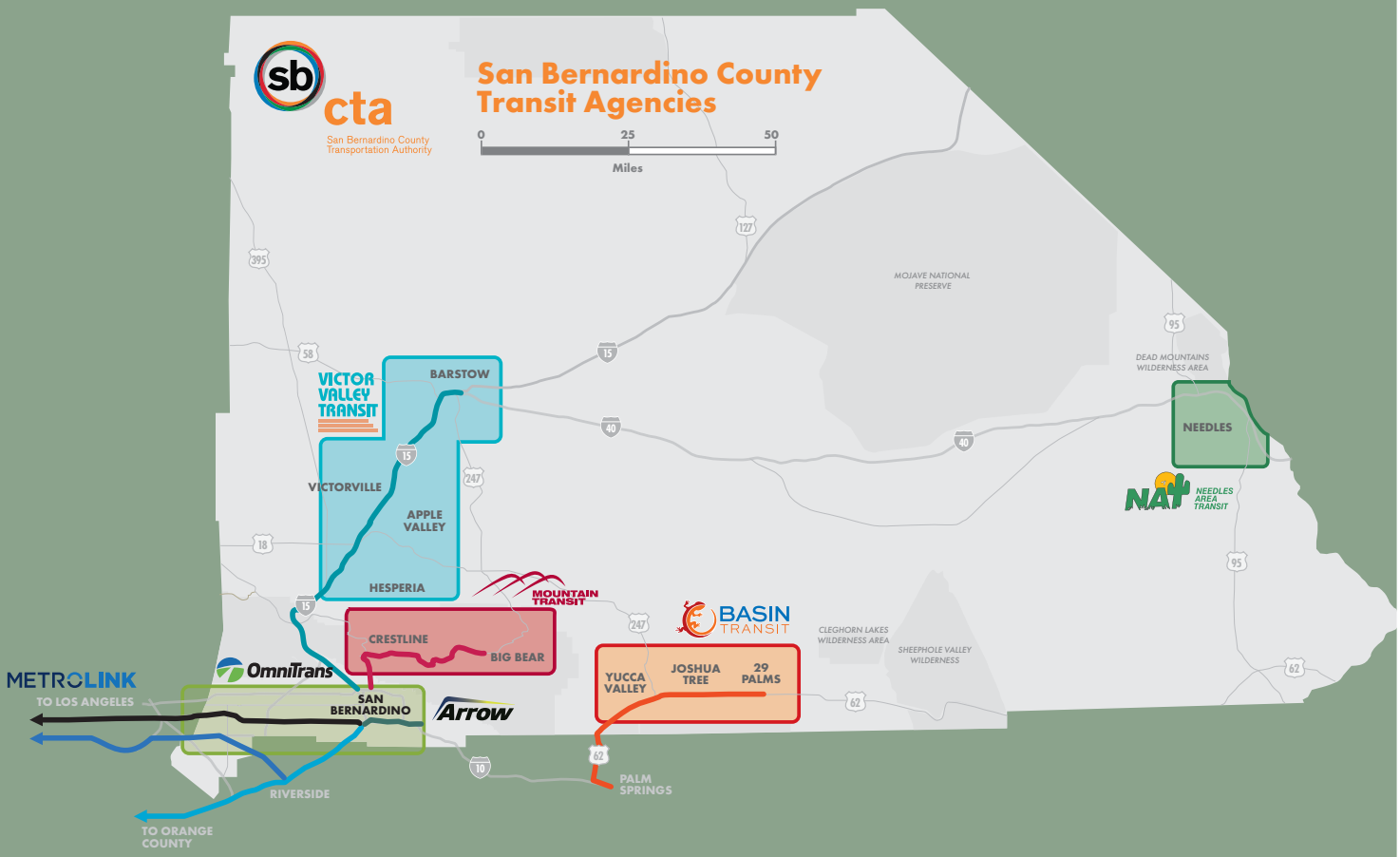
Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on August 14, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

sbcta
San Bernardino County Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



Third Quarter Fiscal Year 2024/2025

Volume 6, Number 3

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

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Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Introduction

The continuing story of rebuilding ridership is reported in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 6, Number 3) . The County's public transportation operators report the winter months, third quarter experience of January, February and March 2025 of Fiscal Year 2024/2025 (FY 24/25) . A countywide picture of more than five years of public transportation performance is presented. Selected current initiatives by San Bernardino County Transportation Authority (SBCTA) are also reported, alongside a picture of each of the County's operators as they seek to grow ridership and enhance community-level and regional transit.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.

2. To report on current initiatives and track trends in key performance indicators.

San Bernardino County's Public Transportation Modes and Programs

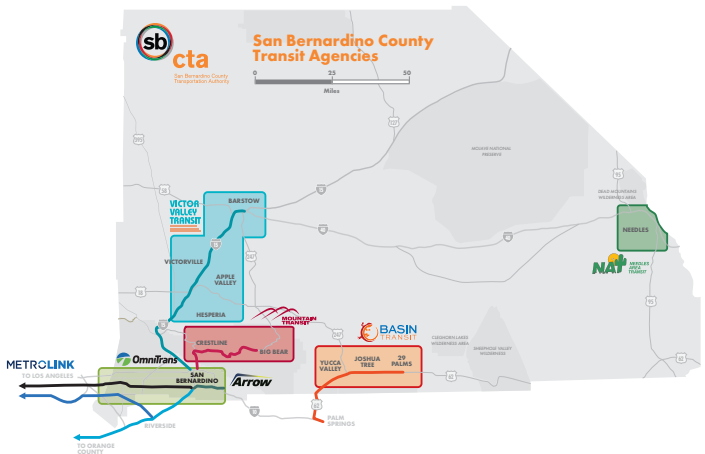
San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow San Bernardino-Redlands train service commenced in October 2022. Its ninth quarter of service is presented in this report. The service areas of the County's five bus operators, plus Metrolink service, are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura. Metrolink launched the Arrow service in October 2022, adding nine additional miles, four new stations and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and Barstow areas, connecting to the San Bernardino Valley.
- **Basin Transit (previously Morongo Basin Transit Authority)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Services Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by SBCTA and VVTA – SB Loop and iVanpool.
- **IE Commuter** – A rideshare program in partnership with SBCTA and the Riverside County Transportation Commission (RCTC).

Exhibit 1, San Bernardino County Public Transit Bus Operators



Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Commentary

Ridership Growth Trend is Steady

San Bernardino County public transit ridership continues to steadily increase, adding another 4% in trips provided this quarter. This brings countywide transit ridership up to 72% of its pre-Covid levels, in line with national trends that report ridership still below its 2019, pre-Covid peaks[1]. The 3.6 million passenger trips of this third quarter (Exhibit 2) suggests that the year-end ridership will solidly exceed the FY 2023/2024 total of 3.2 million passenger trips.

Exhibit 2, San Bernardino County Passenger Trips by Quarter, Fall 2019 to Spring 2025

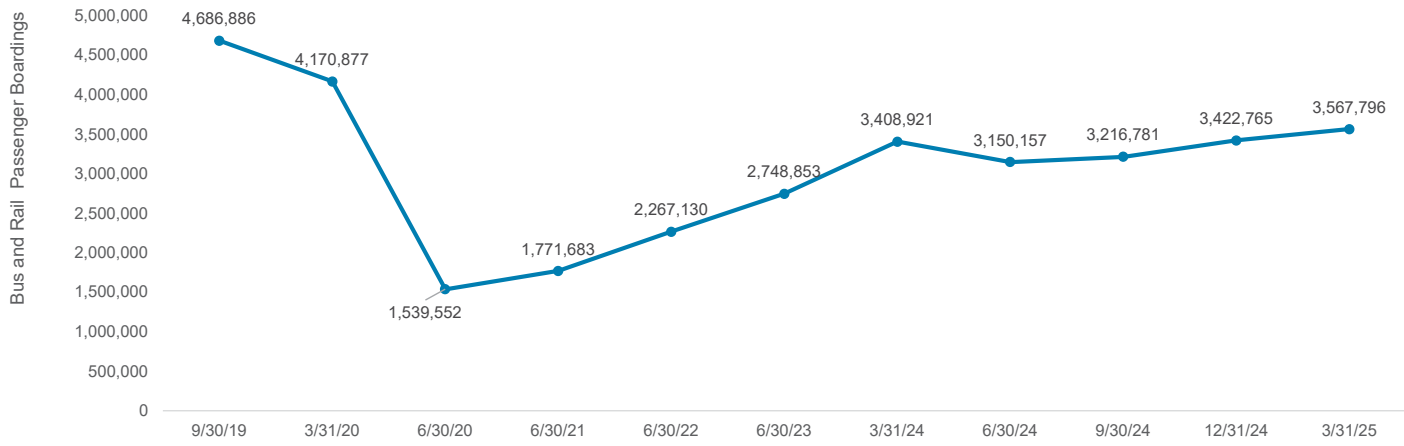
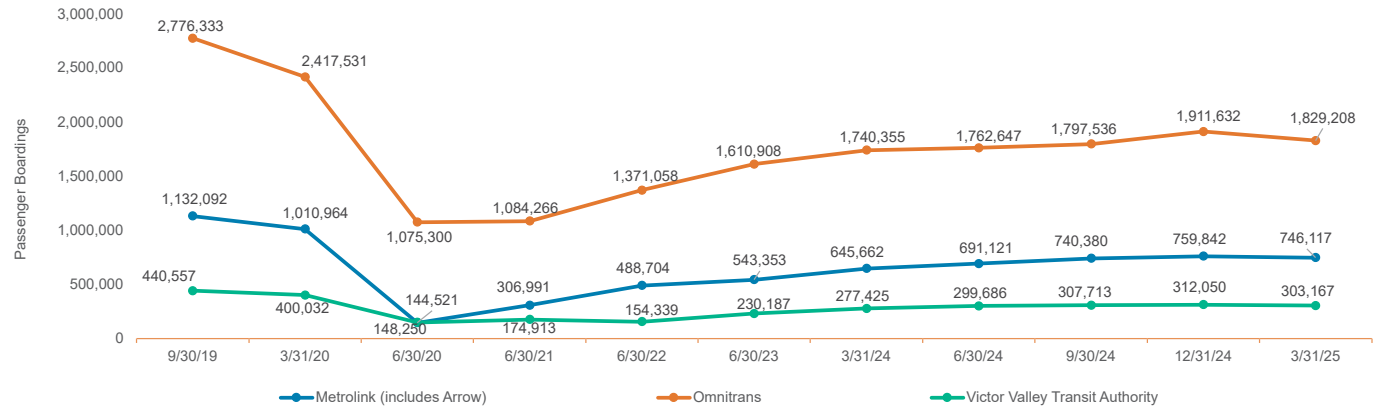


Exhibit 3 depicts a slight decline for all three large operators. Omnitrans' ridership decreased by 4.3% from the prior quarter, while VVTA's ridership decreased by 2.8%. Metrolink ridership, including the San Bernardino, the Inland Empire/ Orange County and the Arrow lines, saw an overall decrease in ridership of 1.8% (roughly 13,700 rides).

Exhibit 3, Larger Operators' Quarterly Ridership, Fall 2019 to Spring 2025



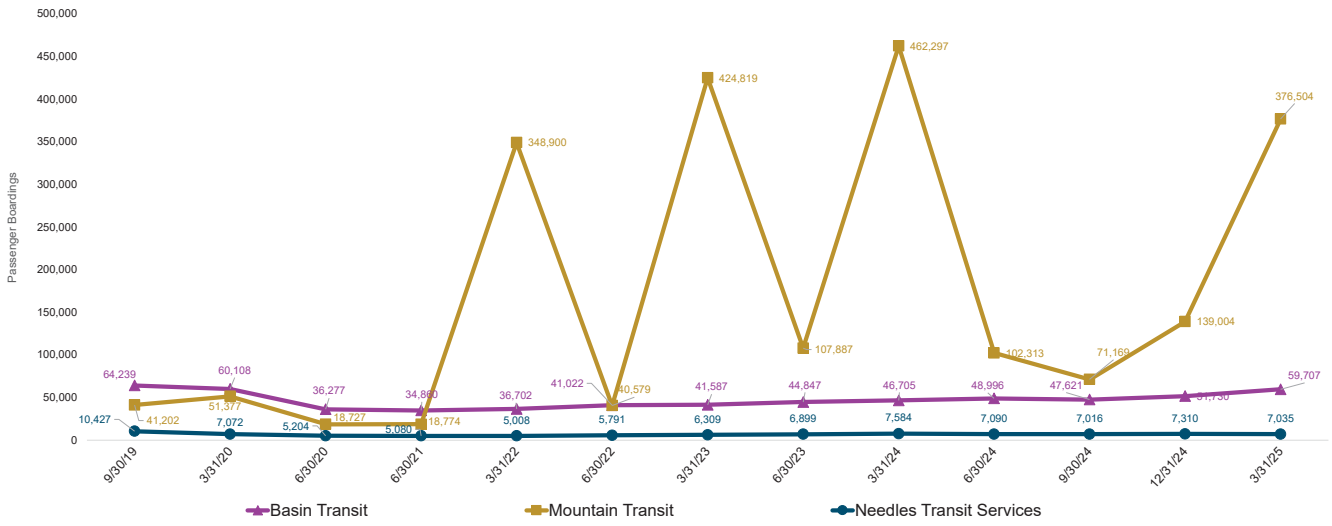
[1] https://www.urban.org/urban-wire/transit-ridership-hasnt-recovered-pandemic-what-can-us-learn-french-transit-systems, July 7, 2025

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Commentary

Among the smaller operators, Exhibit 4 shows Mountain Transit's seasonal highs and lows, which climb during the ski season months. Due to reduced snowfall this year, Mountain Transit's ridership of almost 380,000 trips was 19% lower than in previous seasons. Basin Transit showed a healthy 15% growth since last quarter. Needles Transit Services showed a slight decrease of 4% since the winter to bring this quarter's ridership to just over 7,000 trips provided.

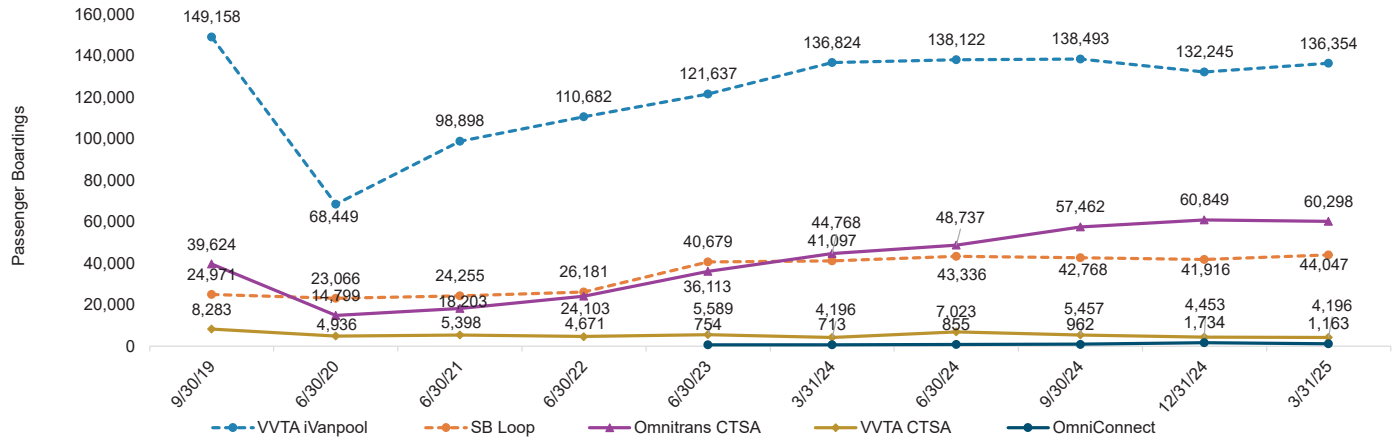
Exhibit 4, Small Operators' Quarterly Ridership, Fall 2019 to Spring 2025



* Chart includes 3rd Quarter ridership from previous years to illustrate the peaks of Mountain Transit's seasonal ski service

Exhibit 5 presents the smaller public transportation programs operated in San Bernardino County that include the Consolidated Transportation Services Agency (CTSA) initiatives of Omnitrans and VVTA, the vanpool programs of VVTA's iVanpool and SBCTA's SB Loop, as well as the first-mile, last-mile shuttle services of OmniConnect. Each program is reported individually later in this document. Collectively, these smaller programs provided almost 250,000 passenger trips, which is roughly a 2% increase from last quarter.

Exhibit 5, Smaller Transportation Programs' Quarterly Ridership, Fall 2019 to Spring 2025



Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Current Initiatives

Taking the Ride Happy! Transit Promotion on the Road

Continuing SBCTA's efforts to get out the word about public transit, including last quarter's Transit Equity Day promotional events, the SBCTA transit team has plans to travel out beyond the San Bernardino Valley to bring the Ride Happy! messages. This fall they will be in Needles and the Morongo Basin, anticipating Spring trips to the Victor Valley, Barstow and the Mountain communities.

Needles Transit Services

Needles Transit Services has introduced its new Fort Mohave/ Bullhead Shuttle (FMBS) providing twice-weekly service to several retail areas across the river in Arizona, providing access to fresh fruits and vegetables where they are no longer available in Needles since the closure of its grocery stores (Exhibit 6). Service began on July 1, 2025 with a formal launch of the new service slated for September 4, 2025. Round-trip fares are $9 to Zone 1 and $12 to Zone 2, pre-paid in advance as seats are limited.

Ride Happy! in greater Needles will mean easier access to a range of needed household items for residents who do not have access to personal transportation. The SBCTA team worked with City staff to design this new service, responding to residents' requests for assistance in accessing Arizona destinations. Its design parallels comparable services in Imperial County and eastern Riverside County where small rural communities are at considerable disadvantage from key services.

Exhibit 6, NTS New Website and FMBS Service



Free Fare Days and Countywide Transit Promotion

Dump the Pump Day — Tuesday, June 17, 2025

SBCTA held a fare-free "Dump the Pump" day to encourage San Bernardino County residents to avoid the gas station on the day of June 17th and ride transit instead. Dump the Pump was originated by the American Public Transit Association but is no longer a national campaign. Instead, SBCTA took the initiative to create promotions for the member transit systems (Exhibit 7). These included posters and flyers for onsite distribution and social media graphics for online promotion. Using a combination of SBCTA promotions and their own materials, Omnitrans, VVTA, Mountain Transit, Needles Area Transit, and Basin Transit participated in the campaign, alerting potential riders about the fare-free day in advance of June 17th and on the day itself.

Exhibit 7, Dump the Pump Day Promotions and Event





Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Current Initiatives

Juneteenth - June 19, 2025

Juneteenth serves as an important moment to pause and reflect on the freedom to travel when and where we want to. Transit is at the center of that freedom of mobility. To celebrate Juneteenth, SBCTA created social media graphics and texts reminding audiences of the holiday and encouraging them to check their local system for service details, since some systems limit service so their employees can enjoy the holiday too.

Exhibit 8, Juneteenth Promotions





Bike Week - May 12 through May 18, 2025

Bike Week, the second full week of May, takes advantage of spring weather to encourage travelers to combine biking with transit. Multiple Southern California and Inland Empire systems promoted Bike Week by offering free fares to passengers who traveled with their bikes. SBCTA participated in cross-agency promotion to alert riders traveling throughout the region that they could bring their bikes and pay no fare. SBCTA developed bilingual Bike Week social media content to share with participating systems, alerting potential users by posting in advance of the event.

Exhibit 9, Bike Week Promotions





Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Transit Promotions' Positive Performance on Social Media

Social media posts featuring the network map SBCTA developed in 2022 consistently outperform any other graphic on social media, gaining more views (how many times the post was seen), higher reach (how many accounts saw the post), and greater engagement (how many people liked, commented or shared the post). Three posts this quarter ranked higher than any previous SBCTA social media post, gathering more than 200,000 views. That means approximately 150,000 individuals saw this important regional transit information. Most posts typically get about 300 views.

Generating New Funding from Vanpool Operations

SBCTA's SB Loop Vanpool Subsidy Program launched in Fiscal Year 2018/2019 and began generating Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funding in Federal Fiscal Year 2020/2021. To date, $3,341,536 has been generated from vehicle and passenger revenue miles reported into the National Transit Database. The chart below provides a summary by Federal Fiscal Year allocations, which is two years behind current operations. Eligible vanpools participating in SB Loop receive up to a $600 monthly subsidy towards the cost of their vanpool rental. Vanpools are required to have a daily average of four passengers and operate a minimum of eight days to receive the full subsidy. At the end of the third quarter, 82 vanpools were eligible for SB Loop.

Exhibit 10, 5307 Urbanized Area Formula Funding

SB Loop Vanpool Program Revenue	
Allocation Year	**Revenue**
Fiscal Year 2021	$ 281,461
Fiscal Year 2022	$ 826,933
Fiscal Year 2023	$ 924,670
Fiscal Year 2024	$ 1,379,472
Total	**$ 3,412,536**

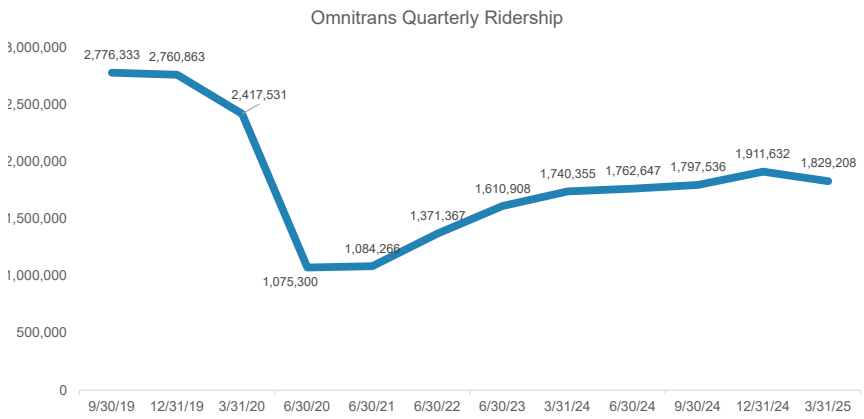
Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Omnitrans

Commentary and Trends

Omnitrans' fixed-route service saw a 4% decline in ridership during the third quarter of FY 24/25, with decreased ridership on both fixed-route and demand response and together providing almost 1.8 million trips.

Productivity decreased by 11%, but revenue hours are up 7%. Total operating costs decreased by 2% and passenger revenue decreased by 12%. The TDA farebox recovery ratio saw a decrease of 3%, reflecting the drop in ridership and revenue.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	**1,911,632**	**1,829,208**	**-4%**
Fixed-Route Trips**	1,873,564	1,792,260	-4%
Demand Response Trips	38,068	36,948	-3%
SYSTEM Performance			
Revenue Hours	157,356	168,327	7%
Passengers per Rev Hour	12.1	10.9	-11%
Revenue Miles	2,126,741	2,230,847	5%
Passengers per Rev Mile	0.90	0.82	-9%
Passenger Miles	9,655,298	9,344,078	-3%
Average Trip Length (miles)	5.05	5.11	1%
OPERATIONS Expense			
Total Operating Cost	$24,700,942	$24,322,466	-2%
Passenger Revenue	$2,161,727	$1,894,484	-12%
Farebox Recovery Ratio	8.8%	7.8%	-11%
Farebox Recovery (TDA Formula***)	24.6%	23.8%	-3%
Cost per Revenue Mile	$11.61	$10.90	-6%
Subsidy/Pass Trip – Systemwide	$12.92	$13.30	3%
Fixed-Route Cost per Trip	$10.97	$11.46	4%
Demand Response Cost per Trip	$108.80	$102.23	-6%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	***125***	***125***	
Demand Response	40	40	
Total Vehicles in Peak Service	165	165	
Battery-Operated Vehicles	4	4	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*
*** OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted with following pages.*
**** The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.*

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

OmniConnect Shuttle Services:

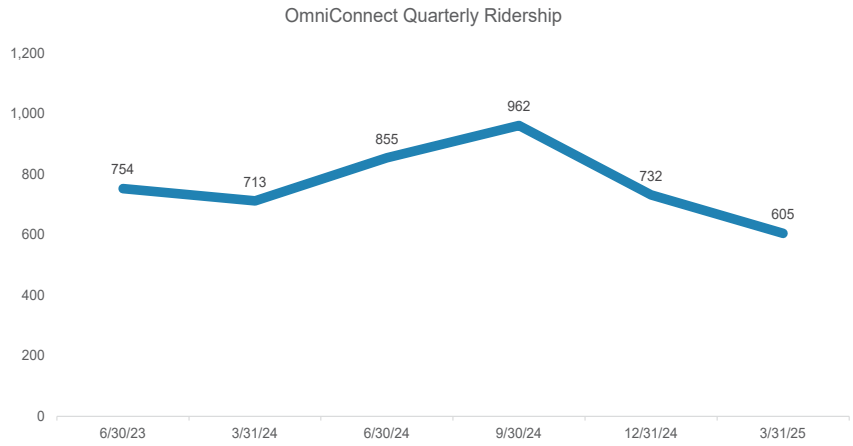
- SB Connect - Rte. 300
- ONT Connect - Rte. 380

Commentary and Trends

OmniConnect provides shuttle service between the Ontario Airport and Metrolink stations on the ONT Connect and from the San Bernardino Transit Center to Downtown San Bernardino employment locations on the SB Connect.

Route 380 ONT Connect carries the larger share of riders, although it experienced a 30% decrease in trips from the prior quarter while Route 300 SB Connect in downtown San Bernardino increased ridership by 51%, providing 169 trips.

Revenue hours overall increased by 5%, while passengers per revenue hour decreased by 21%. Total operating costs dropped by 3% from the previous quarter, while revenue collected from passengers saw a decrease of 64%.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
Total Passenger Trips**	**732**	**605**	**-17%**
Route 300 SB Connect	112	169	51%
Route 380 ONT Connect	620	436	-30%
Performance			
Revenue Hours	2,261	2,372	5%
Passengers per Rev Hour	0.3	0.3	-21%
Revenue Miles	20,734	22,135	7%
Passengers per Rev Mile	0.04	0.03	-23%
OPERATIONS Expense			
Total Operating Cost	$264,370	$256,836	-3%
Passenger Revenue (excluding local revenue)	$1,479	$529	-64%
Passenger Revenue	$46,246	$43,989	-5%
Farebox Recovery Ratio (TDA Formula***)	17.5%	17.1%	-2%
Farebox Recovery Ratio	0.6%	0.2%	-63%
Subsidy per Pass Trip	**$359.14**	**$423.65**	**18%**
FLEET Characteristics			
Vehicles in Peak Service	2	2	
Service Area Square Mileage	31	31	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*
*** OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.*
**** The Transportation Development Act (TDA) allows local revenue to be counted as passenger revenue in calculating the farebox recovery ratio.*

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Omnitrans Consolidated Transportation Services Agency (CTSA)

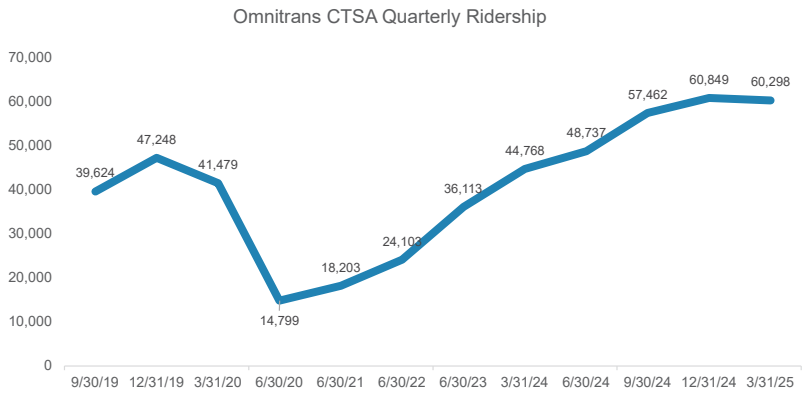
Commentary and Trends

Omnitrans' CTSA programs support transportation to vulnerable populations by providing specialized transit services and through funding partnerships with human service agencies.

Total CTSA ridership decreased by 1% during the third quarter of FY 24/25, suggesting a possible plateau after five years of growth since the pandemic.

The TREP volunteer driver mileage reimbursement program increased by 5%. Use of Uber and Taxi programs saw decreases of 4% in trip-making.

Regarding the Regional Mobility Partnership Trips, the program as a whole decreased by 3%, but the biggest increase in participation came from the City of Ontario, which grew its trip-making by 31%.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
TOTAL TRIPS	**60,849**	**60,298**	**-1%**
TREP Mileage Reimbursement Trips	16,360	17,100	5%
Uber and Taxi Ride Program Trips	8,300	7,935	-4%
Travel Training Program*	66	27	-59%
Regional Mobility Partnership (RMP) Trips	36,123	35,236	-2%
Anthesis	10,449	10,103	-3%
Lutheran Social Services	1,142	1,194	5%
City of Grand Terrace	234	183	-22%
OPARC	9,710	9,311	-4%
City of Chino	2,344	2,196	-6%
Highland Senior Center	1,230	1,282	4%
Loma Linda University Adult Day Health	1,184	1,205	2%
City of Ontario	2,581	3,380	31%
Foothill AIDS Project	1,168	200	-83%
VIP Inc.	6,081	6,182	2%
*City of Rialto***			—

** Reporting numbers are for number of individuals trained.*
*** New Regional Mobility Partner: Contract has been executed. Partner is in the process of starting their program.*

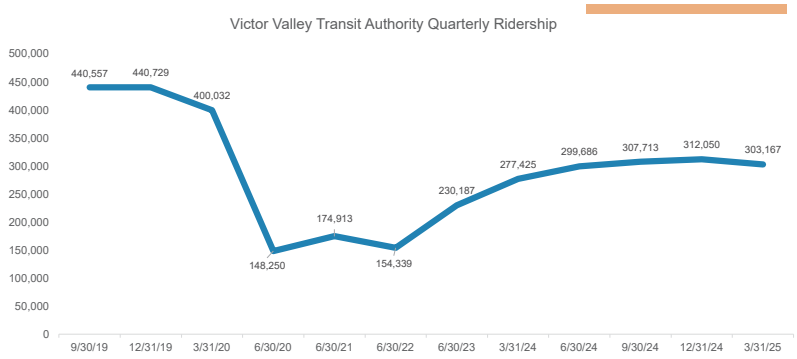
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Victor Valley Transit Authority

Commentary and Trends

VVTA total ridership decreased by 3% during the third quarter of FY 24/25. Fixed route service declined by 5% while both Commuter Bus and Demand Response modes grew, the commuter service increasing ridership by 9% and paratransit trips growing by 11%.

Operating costs decreased by 2% while passenger fares increased by 7%, which has the effect of bumping up the farebox recovery ratio 9% despite the decline in fixed route ridership.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	**312,050**	**303,167**	**-3%**
Fixed-Route Trips	271,650	258,563	-5%
Commuter Bus Trips	7,298	7,923	9%
Demand Response Trips	33,102	36,681	11%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	69,742	69,873	0%
Passengers per Rev Hour	4.5	4.3	-3%
Revenue Miles	1,128,554	1,124,887	0%
Passengers per Rev Mile	0.28	0.27	-3%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	$12,551,851	$12,261,658	-2%
Passenger Revenue	$482,520	$516,057	7%
Farebox Recovery Ratio Systemwide	3.8%	4.2%	9%
Cost per Revenue Mile	$11.12	$10.90	-2%
Subsidy/Pass Trip – Systemwide	$38.68	$38.74	0%
Fixed-Route Cost per Trip	$33.14	$33.99	3%
Commuter Bus Cost per Trip	$39.03	$38.38	-2%
Demand Response Cost per Trip	$98.61	$86.42	-12%
FLEET Characteristics			
Vehicles in Peak Service	Includes 12 Electric Vehicles	Includes 12 Electric Vehicles	
Fixed-Route	49	49	
Commuter	6	6	
Demand Response	36	36	
Total Vehicles in Peak Service	***91***	***91***	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

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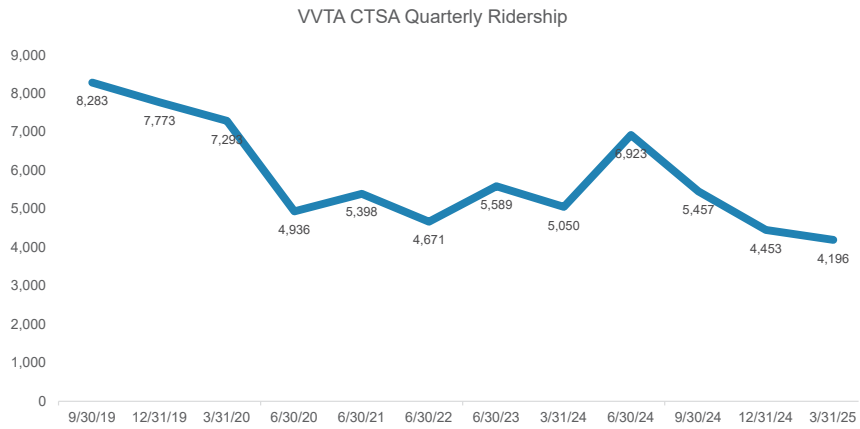
Victor Valley Transit Consolidated Transportation Services Agency (CTSA)

Commentary and Trends

VVTA's CTSA programs include a range of projects that provide specialized service for seniors and persons with disabilities.

Overall, the CTSA programs experienced a decrease of 6% in participation. However, the nonprofit, directly-operated service providers did witness increases in their programs. Among these, Foothill AIDS project saw the biggest growth in participation at 59%.

The greatest decline during this period was in the TRIP volunteer driver mileage reimbursement program, which saw a 36% decline in trips provided and, as the largest of the CTSA programs, this had the greatest impact on the overall trips provided.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
TOTAL TRIPS	**4,453**	**4,196**	**-6%**
TRIP Program	3,099	1,976	-36%
Nonprofit Providers	987	1,236	25%
Foothill AIDS Project	266	422	59%
Abundant Living Church	431	429	0%
Heart's Extended			
Trona Community and Senior Center	240	318	33%
Bonnie Baker Senior Center	50	67	34%
Travel Training Program	0	0	0%
Fare Media Scholarship Program	367	984	168%
TOTAL MILES	**120,879**	**112,483**	**-7%**
TRIP Program	120,879	112,483	-7%
TOTAL HOURS	**41**	**0**	**-100%**
Transit Ambassador Program	41	0	-100%

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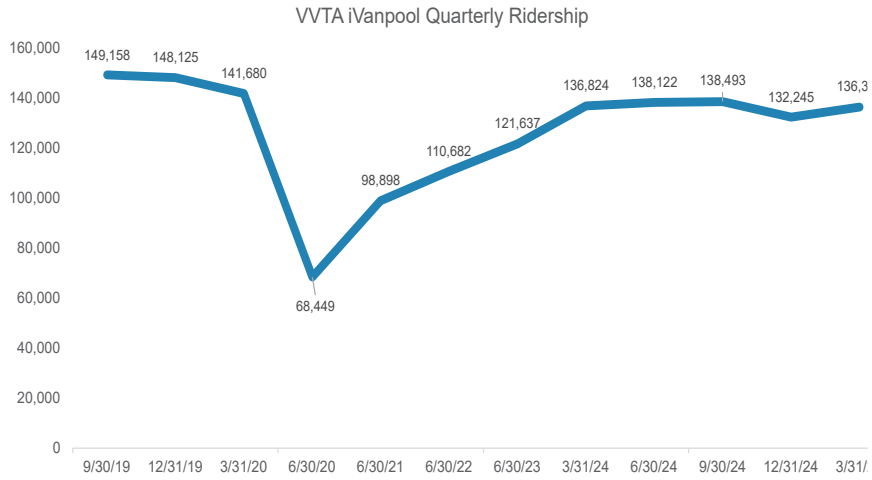
Victor Valley Transit iVanpool

Commentary and Trends

VVTA's regional vanpool program provides a subsidy to support coworker groups with the cost of leasing and maintaining a vehicle for the purpose of commuting to and from work.

The iVanpool program increased by 6 vans from last quarter to 216 vans. Unlinked Passenger Trips and Passenger Miles saw notable increases of 3% and 5%, respectively. Passenger Miles is the sum of the distances ridden by each passenger and a useful measure of the scale of vanpool trip-making, now approaching 7 million passenger miles annually.

All vanpools are eligible to receive up to $600 per month in program subsidy toward the cost of a vanpool; this subsidy was increased from $400 last fiscal year.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
Performance			
Number of Vanpools	210	216	3%
Revenue Miles	1,395,406	1,350,977	-3%
Revenue Hours	28,654	27,395	-4%
Unlinked Passenger Trips	132,245	136,354	3%
Passenger Miles	6,686,368	6,997,663	5%
Subsidies Disbursed	$378,839	$388,689	3%
Participation Fees	$277,072	$279,492	1%

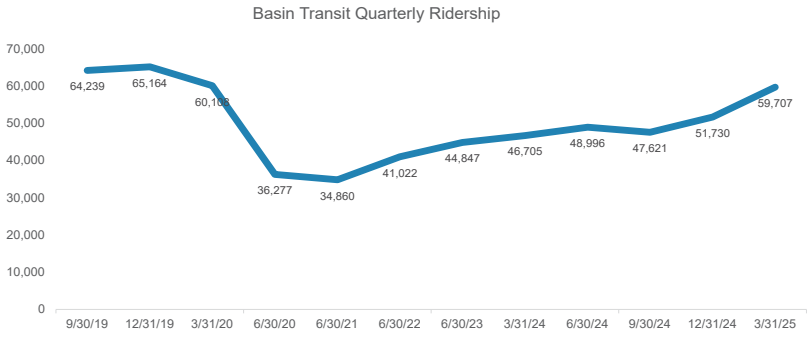
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Basin Transit

Commentary and Trends

Basin Transit's total ridership increased by 15% during the third quarter of FY 24/25, mostly attributable to fixed-route bus trips, with an additional 7,929 trips (17%) taken in the third quarter. Commuter bus trips increased by 10%, while Demand Response fell 4%.

The TREP volunteer driver, mileage reimbursement Program saw a decrease of 5%. Operating costs were down, as well as Cost Per Revenue Mile. Ridership and productivity gains were achieved during a period when Basin Transit installed a new Intelligent Transit System (ITS) on its vehicles in December 2024 to better track fare types and count passenger boardings.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	**51,730**	**59,707**	**15%**
Fixed-Route Trips	46,187	54,116	17%
Commuter Bus Trips	1,814	1,995	10%
Demand Response Trips	3,729	3,596	-4%
SYSTEM Performance			
Revenue Hours	8,030	8,728	9%
Passengers per Rev Hour	6.4	6.8	6%
Revenue Miles	167,768	161,455	-4%
Passengers per Rev Mile	0.31	0.37	20%
OPERATIONS Expense			
Total Operating Cost	$1,380,503	$1,141,534	-17%
Passenger Revenue	$124,157	$75,305	-39%
Farebox Recovery Ratio Systemwide	9.0%	6.6%	-27%
Cost per Revenue Mile	$8.23	$7.07	-14%
Subsidy/Pass Trip – Systemwide	$24.29	$17.86	-26%
Fixed-Route Cost per Trip	$22.70	$14.26	-37%
Commuter Bus Cost per Trip	$72.79	$54.58	-25%
Demand Response Cost per Trip	$53.64	$72.62	35%
TREP Mileage Reimbursement Program			
TREP Clients	131	125	-5%
TREP Trips	1,734	1,163	-33%
TREP Miles Reimbursed	35,573	24,035	-32%
Mileage Reimbursement Cost	$14,229	$9,614	-32%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route/Commuter	9	9	
Demand Response	4	4	
Total Vehicles in Peak Service	***13***	***13***	
Service Area Square Mileage	1,300	1,300	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

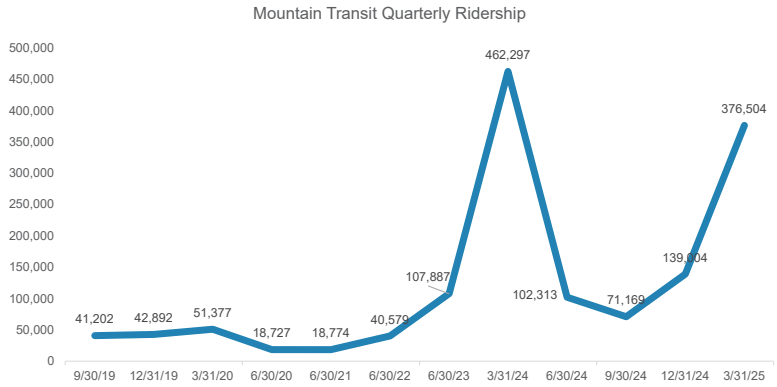
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Mountain Transit

Commentary and Trends

Mountain Transit's third quarter ridership increased dramatically since the last quarter, reaching almost 380,000 trips provided, due to its ski service. It did not quite achieve last winter's peak of over 460,000 trips, in part due to weather less favorable to skiers.

Revenue hours saw an uptick of 12% commensurate with serving the ski market. Passengers per revenue hour more than doubled to 24.5, reflecting the high winter quarter ridership. Farebox recovery increased by 30% due to the ski service revenue, reflecting an impressive farebox recovery of 37.9%.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	**152,200**	**376,504**	**147%**
Fixed-Route Trips	146,265	372,341	155%
Commuter Bus Trips	2,330	1,300	-44%
Demand Response Trips	3,605	2,863	-21%
SYSTEM Performance			
Revenue Hours	13,733	15,362	12%
Passengers per Rev Hour	11.1	24.5	121%
Revenue Miles	205,133	209,333	2%
Passengers per Rev Mile	0.74	1.80	142%
OPERATIONS Expense			
Total Operating Cost	$1,914,178	$2,235,903	17%
Passenger Revenue	$556,575	$847,355	52%
Farebox Recovery Ratio Systemwide	29.1%	37.9%	30%
Costs per Revenue Mile	$9.33	$10.68	14%
Subsidy/Pass Trip – Systemwide	$8.92	$3.69	-59%
Fixed-Route Cost per Trip	$10.29	$4.85	-53%
Commuter Bus Cost per Trip	$58.41	$115.08	97%
Demand Response Cost per Trip	$75.85	$97.43	28%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	11	11	
Demand Response	2	2	
Off the Mountain	2	2	
Seasonal Service	14	14	
Airport Shuttle	1	1	
Total Vehicles in Peak Service	***30***	***30***	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

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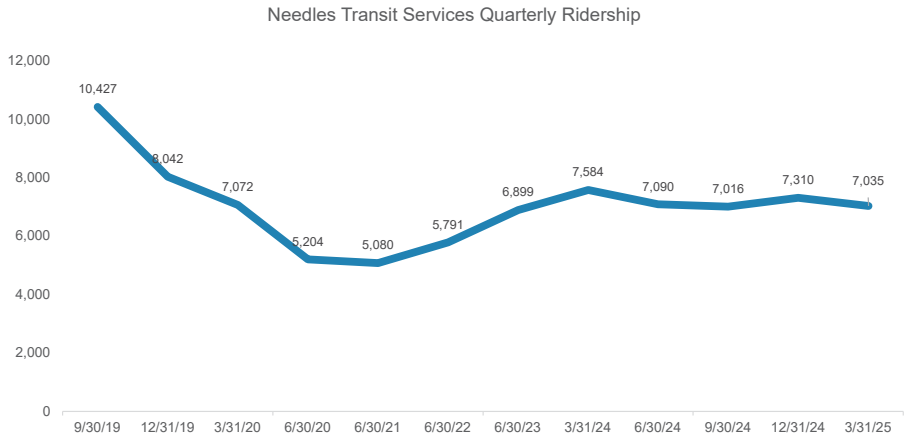
Needles Transit Services

NEEDLES AREA TRANSIT

Commentary and Trends

Needles Transit Services saw a decrease of 4% in Passenger Trips. However, Passenger Revenue did increase by 7%. The number of passengers carried per hour also saw a decrease of 4%.

The farebox recovery ratio improved to 10.4%, improving from 9.7% in the second quarter.



Performance*

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Total Passenger Trips	**7,310**	**7,035**	**-4%**
Fixed-Route Trips	5,756	5,310	-8%
Demand Response Trips	1,554	1,725	11%
SYSTEM Performance			
Revenue Hours	1,198	1,207	1%
Passengers per Rev Hour	6.1	5.8	-4%
Revenue Miles	15,506	15,752	2%
Passengers per Rev Mile	0.47	0.45	-5%
OPERATIONS Expense			
Total Operating Cost	$144,131	$143,070	-1%
Passenger Revenue	$13,911	$14,912	7%
Farebox Recovery Ratio Systemwide	9.7%	10.4%	8%
Costs per Revenue Mile	$9.30	$9.08	-2%
Subsidy/Pass Trip – Systemwide	$17.81	$18.22	2%
Fixed-Route Cost per Trip	$20.41	$21.76	7%
Demand Response Cost per Trip	$17.14	$15.94	-7%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		***2***	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

** Extracted from TransTrack Manager Quarterly Scorecard during March 2025.*

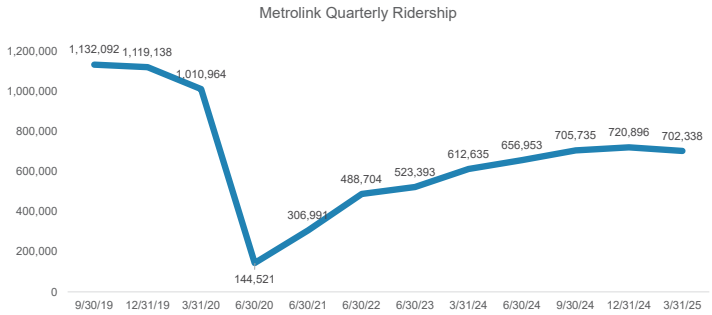
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Metrolink

Commentary and Trends

Metrolink implemented new service schedules on October 21, 2024, that removed one weekday train on the San Bernardino Line (SBL) for trains traveling within San Bernardino County. Metrolink added additional train service between the Covina Station and L.A. Union Station, although this likely had limited impact on riders originating or terminating in San Bernardino County.

Ridership decreased on the SBL but increased by 8% on the IEOCL. The number of weekday trains increased from 17 in the second quarter to 22 in the third quarter, beginning January 27, 2025 to address issues of decreasing on-time performance.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Passenger Boardings by Line	**720,896**	**702,338**	**-3%**
TOTAL San Bernardino Line (SBL)	552,907	521,398	-6%
TOTAL Inland Empire Orange County Line (IEOCL)	167,989	180,940	8%
Boardings at San Bernardino County Stations			
San Bernardino Line	182,266	171,992	-6%
IEOC Line	8,059	9,032	12%
Riverside Line	7,740	7,736	0%
FINANCIAL - Total San Bernardino Line w/ MOW1			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW1			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	20,160,049	18,892,401	-6%
Average Passenger Trip Length	36.6	36.3	-1%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	5,840,586	6,363,708	9%
Average Passenger Trip Length	37.3	35.1	-6%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	17	22	
# of trains per weekday EB	17	22	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	4	4	
# of trains per weekday EB	4	4	
# of trains per weekend WB	2	2	
# of trains per weekend EB	2	2	

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Metrolink Arrow

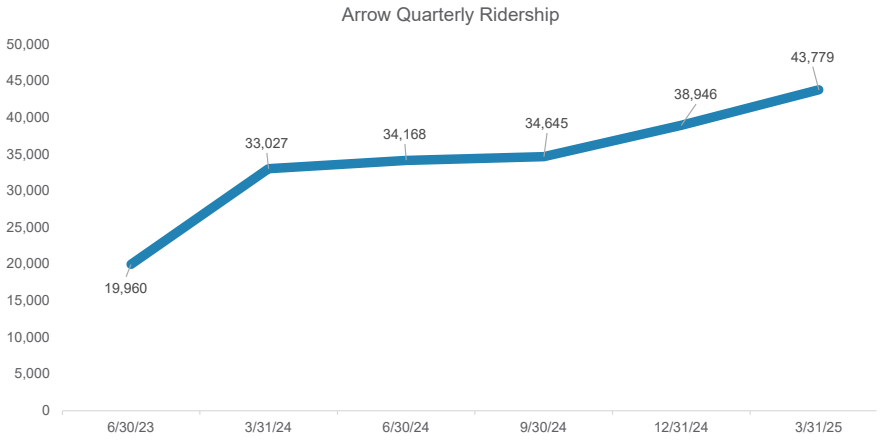
Commentary and Trends

Metrolink's Arrow service launched on October 24, 2022, adding nine miles of track and four new stations between the downtown San Bernardino Transit Center and Redlands University. Ridership continues to grow.

During the third quarter of FY 24/25, Arrow boardings grew again compared to the previous quarter, increasing by 12%. Part of the service's continued success can be attributed to the Student Adventure Pass pilot program, which provides free rides for any student with valid school identification.

Annual passenger miles, the sum of the distances ridden by each passenger, increased by 16% during FY 24/25, with an average passenger trip length of 6.6 miles.

Financial information and additional performance measures will be reported here as it becomes available.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
Passenger Boardings			
Total Passenger Boardings	38,946	43,779	12%
FINANCIAL			
Operating Cost			
Farebox Revenue	N/A	N/A	
Farebox Recovery Ratio			
PERFORMANCE MEASURES - Arrow			
Passenger Miles	252,189	291,965	16%
Average Passenger Trip Length	6.5	6.6	2%
SERVICE LEVELS			
# of trains per weekday WB	23	23	
# of trains per weekday EB	23	23	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

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SBCTA Multimodal Programs
SB Loop

San Bernardino County Transportation Authority

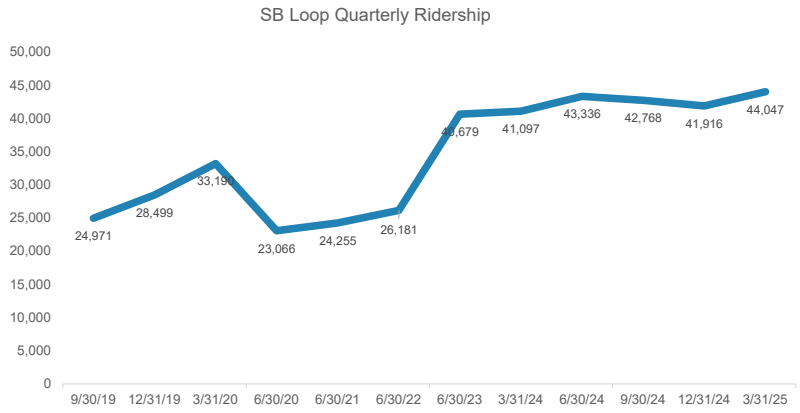
Ride the Loop for a better commute.

Commentary and Trends

SB Loop is a vanpool program for the County that provides up to 50%, or a maximum of $600 per month, to organized vanpools toward the lease of a qualifying vehicle. The service area includes trips with destinations in the Valley, the Mountain Communities, the Colorado River Basin and the Morongo Valley.

During the third quarter of FY 24/25, SB Loop vanpool trips increased by 5%, with 4 new vans participating.

SBCTA provided over $143,000 in disbursed subsidies to offset the costs of vanpool participation while total passenger fees received increased 6% since the last quarter. The average subsidy per passenger trip was $3.26 during the third quarter.



Performance

	2nd Quarter FY 24/25	3rd Quarter FY 24/25	
	Current Year FY 24/25	Current Year FY 24/25	% change from 2nd Quarter
SYSTEM Totals			
Number of Vanpools	78	82	5%
Vanpool Passenger Trips	41,916	44,047	5%
SYSTEM Performance			
Passenger Miles	1,563,685	1,689,526	8%
Passengers/Miles	37.3	38.4	3%
OPERATIONS Expense			
Subsidies Disbursed	$138,386	$143,667	4%
Participation Fees	$302,217	$319,138	6%
Subsidy per Passenger Trip	$3.30	$3.26	-1%
Average Cost per Passenger Trip	$10.51	$10.51	0%

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

SBCTA Multimodal Programs
IE Commuter Rideshare

San Bernardino County Transportation Authority

IE Commuter Drive Less. Smile More.

Commentary and Trends

IE Commuter is a ridesharing program of the Riverside County Transportation Commission and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

During the third quarter, IE Commuter increased the previous years' total of employer participation by two employers and the total number of IE Commuter accounts has increased by 7% over the FY 23/24 total at the end of this third quarter. However, survey activity total employers surveyed, as well as total commuters surveyed is still below the previous years' total.

The data being presented below can only be compared year over year to truly highlight changes over time. The current year data is presented in cumulative quarterly increments to demonstrate the positive environmental impacts of the program and the number of commuters and employees that the program is servicing.

Performance*

	FY 23/24 Year-End	FY 24/25 Year to Date
	Previous Year FY 23/24 Year-End	Current Year FY 24/25
PROGRAM Totals		
Total Number of Employers	116	118
Total Number of Employer Worksites	825	883
Total Number of IE Commuter Accounts	75,388	80,717
Number of Accounts Active for Ridematching	10,630	12,221
EMPLOYER Totals		
Total Employers Surveyed	32	14
Total Commuters Surveyed	42,834	30,249
Vehicle Trip Reductions (VTR)	2,851,264	2,350,053
Vehicle Miles Traveled (VMT) Reduced	88,170,485	83,512,643
Greenhouse Gas Emissions (GHG) Reduced (lbs)	78,640,925	67,772,742
INCENTIVE Totals		
Total Participants	1,355	1,349
Vehicle Trip Reductions (VTR)	109,150	68,773
Vehicle Miles Traveled (VMT) Reduced	3,244,016	1,738,959

** Rideshare statistics roll over each quarter, and are best analyzed at year end for a year-over-year comparison.*

Attachment: SBCTA Quarterly Report 3rd Quarter FY 24-25 (11840 : San Bernardino County Multimodal Transportation Quarterly Update)

Minute Action

AGENDA ITEM: 6

Date: September 3, 2025

Subject:
Bi-Annual Fiscal Year 2024/2025 Railroad Right-of-Way Grants of Right of Use Report

Recommendation:
Receive and file the second half of Fiscal Year 2024/2025 (January 2025 through June 2025) Right-of-Way Grants of Right of Use Report.

Background:
The San Bernardino County Transportation Authority Board of Directors (Board) adopted Real Property Policy No. 31602 on July 2, 2014 and approved revisions to Policy No. 31602 on March 6, 2019 and on October 6, 2021. In accordance with Real Property Policy No. 31602, Part VI, Policy Principles and Authority to Execute Grants of Right of Use, Section B, Approved Templates, the Board authorized the Executive Director, or her designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or, terminated in the second half of Fiscal Year 2024/2025 in accordance with the reporting requirements of Real Property Policy No. 31602, Part IX, Section H.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Real Property Policy No. 31602.

Reviewed By:
This item was received by the Transit Committee on August 14, 2025.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Attachment A

Bi-annual Fiscal Year 2024-2025 (Janurary to June 2025) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Comments
Issued	San Bernardino County	25-1003213	License Agreement	n/a	2/11/2025	Month to Month	$ 2,230	$ 1,200	$ -	$ -	$ -	n/a	n/a
Issued	CT&T Concrete Paving, Inc.	25-1003281	License Agreement	n/a	4/3/2025	10/31/2025	$ -	$ -	$ -	$ -	$ 2,939	Application & Use	All Fees waived - use fo SBCTA's Fwy 210 at Waterman Project
Grand Total							**$ 2,230**	**$ 1,200**	**$ -**	**$ -**	**$ 2,939**		

Attachment: Attachment A Bi-Annual GOU Report through 20250630 (11848 : Bi-Annual Fiscal Year

Minute Action

AGENDA ITEM: 7

Date: September 3, 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 Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which two had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on June 12, 2025. The CCOs are listed below:

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

1) CCO 10: Drainage System Revisions. (-$346,567)

2) CCO 13: Remove & Replace Palm Tree at 1533 Holt Blvd. (11,578.99)

3) CCO 17: Survey Control Point Revisions. ($0.00)

4) CCO 22: Force Account Changes. ($0.00)

5) CCO 23: Illuminated Metal Bollards 2D. (-$53,251.20)

6) CCO 28: Southern California Edison Conflict with Catch Basin. (-$1,000)

7) CCO 29: Pomona Transit Center Survey for Electrical Equipment Pads. ($2,080)

8) CCO 36: Pedestrian Push Button Revision. ($222,633.77)

9) CCO 40: Elevation Discrepancies San Bernardino County Driveway. ($3,418.48)

10) CCO 42: Temporary Street Lighting from Virginia to Grove. (7,234.35)

11) CCO 43: Sidewalk and Parkway Grading Revisions for Stage 2B. (-$2,773)

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction:

1) CCO 02: Increase Conduit Size from the Main Switchboard to the Temporary Fueling Station. ($123,072.70)

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 August 14, 2025.

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

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Transit and Rail Programs Contracts
Executed Change Orders

West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
10	Drainage System Revisions	($346,567.00)
13	Remove & Replace Palm Tree at 1533 Holt Blvd	$11,578.99
17	Survey Control Point Revisions	$0.00
22	Force Account Changes	$0.00
23	Illuminated Metal Bollards	($53,251.20)
28	Southern California Edison Conflict with Catch Basin	($1,000.00)
29	Pomona Transit Center Survey for Electrical Equipment Pads	$2,080.00
36	Pedestrain Push Button Revision	$222,633.77
40	Elevation Discrepancies San Bernardino County Driveway	$3,418.48
42	Temporary Street Lighting From Virginia to Grove	$7,234.35
43	Sidewalk and Parway Grading Revisions for Stage 2B	($2,773.00)
	CCO Total	($2,050.42)
	Approved Contingency	$11,995,991.00
	Remaining Contingency	$11,998,041.42
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
2	Increase Conduit Size from the Main Switch Board to the Temporay Fueling Station.	$123,072.70
	CCO Total	$109,551.25
	Amended Approved Contingency	$475,099.00
	Remaining Contingency	$365,547.75
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	$22,964.98
	Approved Contingency	$56,280.21
	Remaining Contingency	$33,315.23
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	$2,592,169.12
	Approved Contingency	$3,487,482.12
	Remaining Contingency	$895,313.00

Attachment: Contract Change Order 11198 June 2025 rev (11841 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 8

Date: September 3, 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 18 on-going construction contracts, of which eight have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on June 12, 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 176: Additional Haven Avenue express lane sign modifications. ($17,214.59)

E. Contract No. 17-1001617 with TransCore, LP for the Toll Services Provider Contract:

1) CCO 8: Data retention extension. ($89,873)

2) CCO 9: Revised contract language for Third Party Communications utility coordination and cost provision. ($0)

3) CCO 9.1: Revised budget for Third Party Communications utility coordination and cost provision. ($54,000)

4) CCO 10: Construction Zone Enhanced Enforcement Program cost update. ($0)

5) CCO 11: Key Performance Indicator update. ($0)

6) CCO 12: Video Detection System turnover. ($0)

7) CCO 13: Impact of Lane Security Paving Joint Venture delay between July 3, 2023 and December 21, 2023. ($1,112,577.70)

8) CCO 14: Toll cabinet restoration on Toll Pad 3. ($70,000)

9) CCO 15: Term updates for Performance Liquidated Damages and Performance Stipulated Damages. ($0)

10) CCO 16: Addition of Toll Service Provider toll zone lighting maintenance. ($150,000)

11) CCO 17: Remove Toll Service Provider contract proposal commitment No. 20. ($0)

12) CCO 18: Addition of Disabled Veteran and Low-Income trip transaction processing and categories for exempt tags and license plates. ($97,104)

13) CCO 19: Revisions to Control Document Image Application Programming Interface ownership. ($15,840)

14) CCO 20: Impact on Lane Security Paving Joint Venture delay between January 1, 2024, and June 30, 2024. ($1,145,955.06).

15) CCO 21: Toll Collection System electrical and communications network maintenance. ($500,000)

16) CCO 22: Software enhancements No. 1. ($27,600)

17) CCO 24: Lumen pass-through costs. ($274,000)

18) CCO 25: Application Programming Interface transition ($161,468)

19) CCO 15001: I-15 Indemnified Parties language addition ($0)

20) CCO 15002: I-15 Express Lanes Revised Annex B-3 Project Milestones ($0)

Note: Change Orders under Contract No. 17-1001617 with TransCore, LP for Toll Services were not previously included, as Toll Operations was not part of the Project Delivery Department. With the recent merger of the two departments, all future Change Orders from TransCore will now be included in this report.

F. 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.

G. 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.

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

1) CCO 37: Additional bridge lighting. ($106,000)

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.

J. 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.

K. Contract No. 23-1002919 with Griffith Company, for the Metrolink Active Transportation Program Phase II Project:

1) CCO 4: 6th Street access road modifications and right of entry. ($131,074.18)

2) CCO 9: Differing site condition Campus Avenue traffic signal foundations. ($24,378.09)

3) CCO 10: Striping changes. ($5,143.90)

4) CCO 11: Pacific Electric Trail hedge removal survey standby time package. (-$76,277.02)

5) CCO 13: City of Fontana loops and detector lead-in cables package. ($5,467.16)

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

1) CCO 10.1: Resolution of deferred time. ($0)

2) CCO 13.1: Bid item price adjustments for deletion of soil nail wall 747. ($122,493)

3) CCO 14.1: Resolution of deferred time. ($0)

4) CCO 24.1: Resolution of deferred time. ($0)

5) CCO 26.1: Resolution of deferred time. ($0)

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

1) CCO 7: Signal pole changes. ($22,376.64)

N. 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.

O. Contract No. 25-1003251 with Select Electric, Inc., for Call Box Removal – Morongo Basin to Arizona Border.

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

1) CCO 11: Revised ramp and connector closure hours. ($0)

Q. 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.

R. 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, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0814 SR-210 Waterman Avenue, Sub-Task No. 0702 Call Box Removal and Sub-Task No. 0810 ATP Metrolink Phase 2.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on August 14, 2025.

Responsible Staff:
Kristi Lynn Harris, Director of Project Delivery and Express Lanes

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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 Approved Contingency Remaining Contingency	$24,789,630.30
		$34,927,790.07
		$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$1,716,074.61
		$2,912,039.00
		$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$144,643.40
		$1,451,300.00
		$1,306,656.60
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
176	Additional Haven Avenue express lane sign modifications.	$17,214.59
	CCO Total Approved Contingency Remaining Contingency	$17,117,174.20
		$51,369,000.00
		$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
8	Data Retention Extension.	$89,873.00
9	Revised contract language for Third Party Communications utlity coordination and cost provision.	$0.00
9.1	Revised budget for Third Party Communications utility coordination and cost provision.	$54,000.00
10	Construction Zone Enhanced Enforcement Program cost update.	$0,00
11	Key Performance Indicator update.	$0.00
12	Video Detection System Turnover.	$0.00
13	Impact of Lane Security Paving Joint Venture delay between July 3, 2023 and December 21, 2023.	$1,112,577.70
14	Toll cabinet restoration on Toll Pad 3.	$70,000,00
15	Term updates for Performance Liquidated Damages and Performance Stipulated Damages.	$0.00
16	Addition of Toll Service Provider toll zone lighting maintenance.	$150 000,00
17	Remove Toll Service Provider contract proposal commitment No. 20.	$0,00
18	Addition of Disabled Veteran and Low-Income trip transaction processing and categories for exempt tags and license plates.	$97,104.00
19	Revisions to Control Document Image Application Programming Interface ownership.	$15,840.00
20	Impact on Lane Security Paving Joint Venture delay between January 1, 2024, and June 30, 2024.	$1,145,955.06
21	Toll Collection System electrical and communications network maintenance.	$500,000.00
22	Software enhancements No. 1.	$27,600.00
24	Lumen passthrough costs.	$274,000.00
25	Application Programming Interface transition.	$161,468.00
15001	I-15 Indemnified Parties language addition.	$0.00
15002	I-15 Express Lanes revised Annex B-3 Project Milestones.	$0.00
	CCO Total	$3,965,315.76
	Approved Contingency	$5,896,500.00
	Remaining Contingency	$1,931,184.24

Attachment: MVSS CCO Log Project Delivery Projects (11855 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	**Description**	**Amount**
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$1,032,722.17 $3,731,253.00 $2,698,530.83
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$869,302.95 $2,498,958.60 $1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
37	Additional bridge lighting.	$106,000.00
	CCO Total Approved Contingency Remaining Contingency	$17,387,292.33 $29,230,000.,00 $11,842,707.67
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$1,211,725.45 $1,500,590.00 $288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$727,529.33 $1 338 886,33 $611,357.00
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
4	6th Street access road modifications and right of entry.	$131,074.18
9	Differing site condition Campus Avenue traffic signal foundations.	$24,378.09
10	Striping changes.	$5,143.90
11	Pacific Electric Trail hedge removal survey standby time package.	($76,277.02)
13	City of Fontana loops and detector lead-in cables package.	$5,467.16
	CCO Total Approved Contingency Remaining Contingency	$182,223.21 $900,661.70 $718,438.49
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
10,1	Resolution of deferred time.	$0.00
13,1	Bid item price adjustments for deletion of soil nail wall 747.	$122,493.00
14,1	Resolution of deferred time.	$0.00
24,1	Resolution of deferred time.	$0.00
26,1	Resolution of deferred time.	$0.00
	CCO Total Approved Contingency Remaining Contingency	($147,781.30) $8,098,400.00 $8,246,181.30

Attachment: MVSS CCO Log Project Delivery Projects (11855 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
7	Signal pole changes.	$22,376.64
	CCO Total Approved Contingency Remaining Contingency	$162,443.25
		$778,576.63
		$616,133.38
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$152,194.00
		$1,129,988.00
		$977,794.00
Call Box Removal - Morongo Basin to Arizona Border (25-1003251)		
Number	Description	Amount
1	Decrease in call box removals.	($7,560.00)
	CCO Total Approved Contingency Remaining Contingency	($7,560.00)
		$11,700.00
		$19,260.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
11	Revised ramp and connector closure hours.	$0.00
	CCO Total Approved Contingency Remaining Contingency	$700,000.00
		$42,785,330.00
		$42,085,330.00
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$20,000.00
		$119,797.20
		$99,797.20
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	$1,546,647.90
		$3,561,922.00
		$2,015,274.10

Attachment: MVSS CCO Log Project Delivery Projects (11855 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 9

Date: September 3, 2025

Subject:
Interstate 10 Express Lanes Contract 1 Quarterly Report

Recommendation:
Receive and file the June 2025 Interstate 10 Express Lanes Contract 1 - 4th Quarter Report.

Background:
On August 29, 2024, the Interstate 10 Express Lanes opened to traffic. Since revenue commencement began, staff has been closely monitoring the performance and operations of the Express Lanes.

The attached 4th Quarter Report, presents data and insights on Express Lanes activity for the months of March, April, May, and June. This reporting period covers four months to align with the close of Fiscal Year (FY) 2024/2025 and serves as the Annual Report for FY 2024/2025.

Key Observations from this Quarterly Report:

- Express Lanes Usage: In the first 10 months of operation, the Express Lanes recorded 10.6 million trips, averaging 34,900 daily trips. Of these, 77% were tolled trips, while 23% were non-tolled, such as HOV3+ and other toll-exempt users.

- Traffic Operations: Peak period Express Lane capacity utilization ranged from 31% to 72%, with recurring congestion observed near the Haven Avenue eastbound bottleneck. Despite this, all segments maintained speeds above 45 mph over 90% of the time, complying with federal performance standards.

- Toll System Operations: FasTrak usage continued to grow, supported by the transition to Dynamic Pricing, which enhanced toll rate responsiveness. In the 4th quarter, pricing algorithms were refined to better manage peak-period congestion.

- Customer Service Operations: 4th quarter experienced a decline in customer contact volumes and improved service metrics, following a spike in 3rd quarter due to widespread smishing incidents (SMS phishing – where fraudsters send fake text messages pretending to be from a toll agency to get personal or payment information). Walk-in center visits and call volumes both decreased.

- Financial Performance: Financial operations have stabilized over the past two quarters. The focus has now shifted to continuous improvement, with the team actively analyzing trends to enhance revenue collection and operational efficiency.

Staff will continue to provide this report on a quarterly basis for evaluating Express Lanes performance and ensuring ongoing communication with the Board regarding any operational concerns.

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

Entity: San Bernardino County Transportation Authority

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on August 14, 2025.

Responsible Staff:
Philip Chu, Deputy Director of Express Lanes

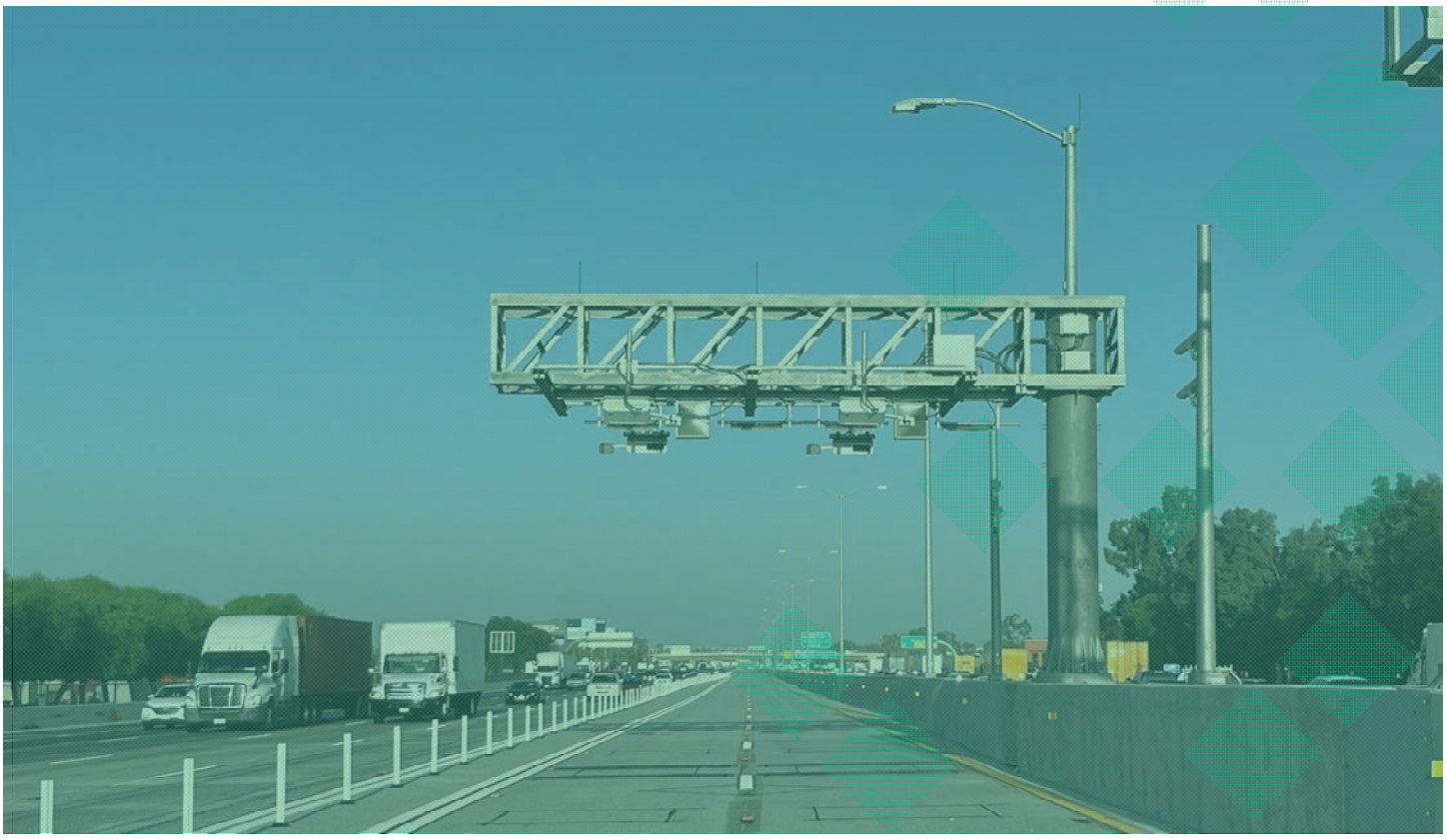
Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

I-10 EXPRESS LANES

QUARTERLY OPERATIONS REPORT

JUNE 2025



ACRONYM	DEFINITION
CAV	Clean Air Vehicle
CCTV	Closed Circuit Television
CSC	Customer Service Center
CSR	Customer Service Representative
DMV	Department of Motor Vehicle
EB	Eastbound
EL	Express Lanes
ELP	Express Lanes Program
ETC	Electronic Toll Collection
FSP	Freeway Service Patrol
GP	General Purpose
GPR	Gross Potential Revenue
HOV	High Occupancy Vehicle
IBT	Image-Based Transaction
KPI	Key Performance Indicator
MOMS	Maintenance Online Management System
NR	Non-Revenue
O&M	Operations and Maintenance
SBCTA	San Bernardino County Transportation Authority
SOV	Single Occupant Vehicle
TCS	Toll Collection System
TOD	Time of day
TSP	Toll Services Provider
TTRR	Time To Repair and Respond Threshold
TRDMS	Toll Rate Dynamic Message Sign
VCARS	Vehicle Capture and Recognition System
VDS	Vehicle Detection System
VES	Violation Enforcement System
VPHPL	Vehicles per hour per lane
WB	Westbound
WIC	Walk-In-center

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1. EXECUTIVE SUMMARY

This quarterly report provides a comprehensive look at the operational conditions of the San Bernardino County Transportation Authority (SBCTA) I-10 Express Lanes (EL). The results and discussion presented in each section of the report offer insights into key aspects of EL and Toll Collection System (TCS) performance—including trends, highlights, and issues—covering the period from September 2024 through June 2025. The analysis is organized into four quarters, namely, Q1 (September), Q2 (October-December), Q3 (January-March) and Q4 (April-June).

Traffic Operations

In the first 10 months following the opening of the EL, the corridor recorded approximately 10.6 million trips, averaging 34,900 daily trips. Traffic patterns reveal seasonal fluctuations, with lower average daily traffic during the winter months, a rebound in the spring, and a decline in June.

On average, 77% of the total trips were tolled. The market share of Non-Tolled trips (mainly from HOV3+) was trending up September-December but leveled off January-June at 23%. To assess HOV3+ compliance, SBCTA plans to conduct a manual survey of EL vehicle occupancy in July 2025. Additionally, the agency is considering the deployment of an automated vehicle occupancy detection system in 2026.

In the most recent quarter, average EL capacity utilization during peak periods ranged from 31% to 72% of capacity. Capacity utilization levels were highest during the Friday PM peak in the eastbound (EB) direction, particularly near the Haven East toll zone, where the EL tapers from two lanes to one. This bottleneck consistently reaches capacity, highlighting a key operational constraint. Despite efforts to improve flow through lane restriping and pricing adjustments, these changes have not resulted in significant shifts in demand at this location.

All EL segments operated at speeds greater than 45 mph more than 90% of the time during peak periods complying with the Federal Highway Administration requirement that managed lanes maintain an average operating speed of 45 mph at least 90% of the time during peak periods.

Toll System Operations

Total trips have increased each quarter through Q4, which reflected an increase of 9.69% over Q3. There is a clear and consistent shift in the mode of trips taken, with FasTrak Trips increasingly dominating over Non-FasTrak Trips. Between Q3 and Q4, FasTrak trips has increased 10.87% and Non-FasTrak trips has decreased 1.90%. This upward trend in FasTrak trips reflects a positive trend of more customers opting for FasTrak versus other payment methods.

The system transitioned from a Time-of-Day (TOD) schedule to a Dynamic Pricing Algorithm (DPA) on December 26, 2024, enabling more responsive toll rate adjustments in response to non-recurring congestion. From April to June (Q4), the average toll paid was $1.42, with FasTrak users averaging $1.27 and Non-FasTrak users averaging $2.49. This period also coincided with a seasonal decline in traffic volumes beginning Memorial Day weekend, which contributed to lower overall toll revenue. Two key changes to the DPA were implemented during Q4 that influenced toll behavior:

1. On May 1, 2025, the DPA lookback time was reduced from 10 minutes to 7 minutes, allowing toll rates to respond more quickly to real-time traffic conditions.

2. On May 30, 2025, the maximum toll rate for EB travel was increased from $8.00 to $14.50, expanding the pricing ceiling and enhancing the system's ability to manage congestion during peak demand.

These adjustments aimed to improve pricing responsiveness and better align toll rates with evolving traffic patterns.

Customer Service Operations

Customer calls and visits to the walk-in centers tapered off during Q4, following a busy Q3 that was marked with high volumes of customer contact in response to a series of smishing campaigns and new violations and DMV hold processes that began near the end of 2024. Improvements in call handling and wait times during the quarter indicate recovery from higher volumes and previously noted staffing issues, as well as a reduction in the smishing campaigns.

Increases in image-based trips, as well as changes to the number of trips per notice, contributed to increased violation notices compared to the previous quarter. This resulted in an increase in the Non-FasTrak payments made through customer contact to the CSR, indicating that these noticed customers are often choosing to call to make their payment.

The Disabled Veterans Equity Program has seen a steady increase in usage as there was an increase of 428 trips from 1,158 trips in the prior quarter to 1,586 trips in the current quarter. The increase indicates the target audience is gaining awareness of the program. The Low-Income Program does not appear to be as well-utilized. Overall, Low-Income accounts are only 0.1% of the total new accounts opened in the San Bernardino area despite an eligible population estimated at 20%. Additional outreach to the community may be required to increase participation in both equity programs.

Financial Performance

Over the past two quarters, SBCTA's financial operations have stabilized, with the initial learning curve surrounding go-live now largely in the past. A history of revenue collection is being built, showing a steep bell curve with a long shallow tail. The focus now is on continual improvement, with the team analyzing reporting trends to identify opportunities to further improve revenue collection.

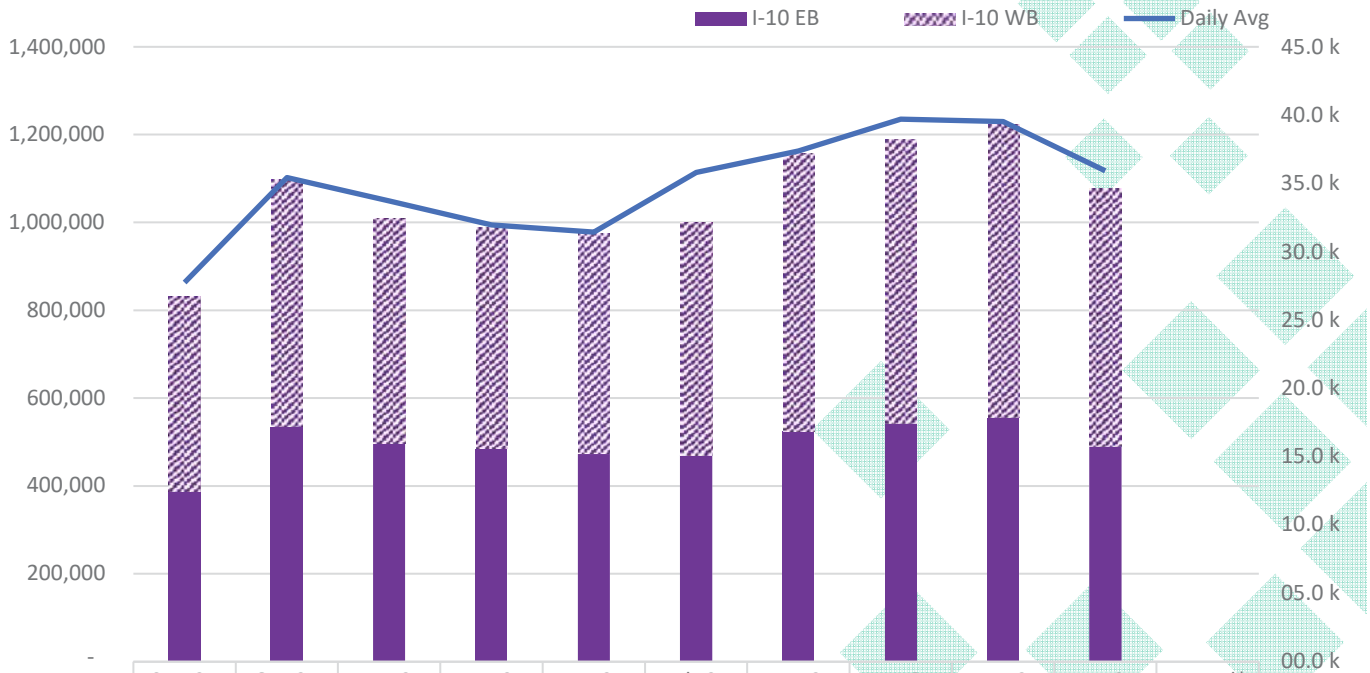
2.1 TRAFFIC VOLUMES

Since the EL's launch on August 28, 2024, trip volumes have demonstrated consistent and encouraging growth, with a seasonal dip observed between November and January followed by a more pronounced decline in June 2025.

Figure 1 summarizes monthly trip volumes on the EL by direction. Over the 10-month period from September 2024 to June 2025, the EL recorded a total of 10.56 million trips, with 5.61 million WB and 4.96 million EB. Monthly trip volumes steadily increased since January, peaking in May with 1.22 million trips, followed closely by April and March, each surpassing the 1.15 million mark. This upward trend reflects growing public confidence and reliance on the EL as a reliable transportation option. June saw a drop in traffic by 12% compared to May which correlated with reduction in traffic volumes from the GP lanes and adjacent corridors attributable to seasonal fluctuations. Since opening, westbound trips have exceeded eastbound by 13%, with the gap widening to 20% in the most recent quarter (April–June).

The average daily ridership also climbed, reaching a high of more than 39K trips per day in both April and May. The annual daily average settled at 34.9K trips per day, emphasizing the EL's role as a vital corridor for commuters and travelers alike.

Figure 1 –Monthly Total Express Lane Trips



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
I-10 WB	445 k	564 k	515 k	506 k	501 k	532 k	634 k	650 k	670 k	588 k	5.61 M
I-10 EB	388 k	534 k	496 k	484 k	473 k	470 k	525 k	541 k	555 k	490 k	4.96 M
Total Trips	832 k	1.10 M	1.01 M	991 k	974 k	1.00 M	1.16 M	1.19 M	1.22 M	1.08 M	10.56 M
Daily Avg	27.7 k	35.4 k	33.7 k	32.0 k	31.4 k	35.8 k	37.4 k	39.7 k	39.5 k	35.9 k	34.9 k

**Annual refers to 10 months-September 2024 to June 2025*

Figure 2 presents a comparison of average daily trips by day of the week across each quarter. A clear upward trend is evident from Monday to Friday, with Friday consistently being the peak day across all quarters. The day-of-week trends align with expectations, with the lowest trips observed on Sundays and the highest on Fridays.

Figure 3 illustrates average peak-period trip volumes by direction across four quarters. Traffic is heavier on weekdays than weekends across all quarters. In Q1 weekday traffic was 2x higher than weekend traffic, with the disparity decreasing to 1.7x higher in Q4.

Figure 3 also shows WB AM peak trips consistently outnumber EB AM trips across all quarters, reflecting a strong WB travel demand during weekday morning hours (6am – 9 am). In Q4, the WB AM peak volume was 93% higher than EB AM peak volume while EB PM peak volume was 21% heavier than WB during the weekday PM peak (3pm-6pm).

Overall, WB trip volumes have continued to rise across weekdays, weekends, and during both AM and PM peak periods. In contrast, EB trip volumes appear to be stabilizing or increasing at a lower rate.

Figure 2 - Express Lanes Quarterly Average Daily Trips by Day-of-week

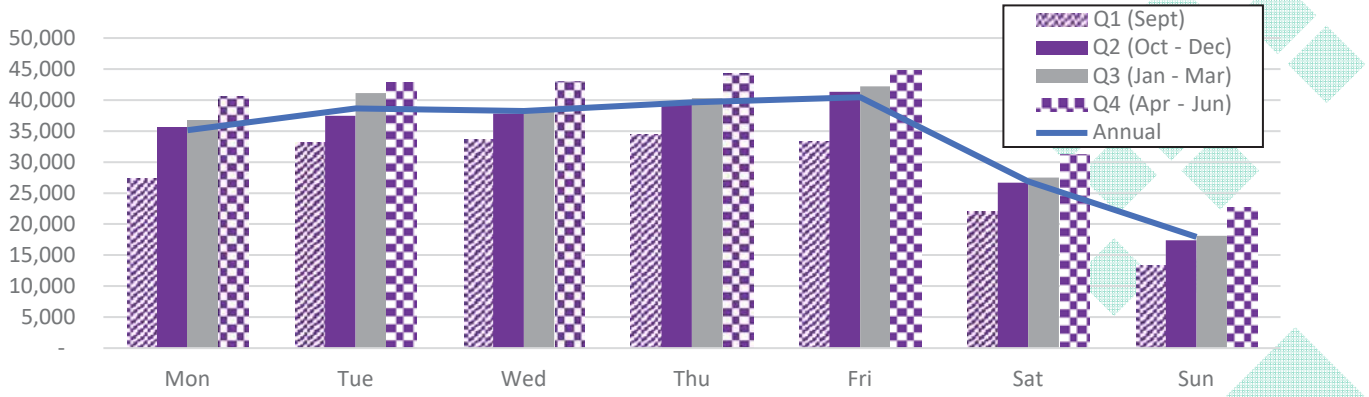


Figure 3 - Express Lanes Average Daily and Peak Period Trips

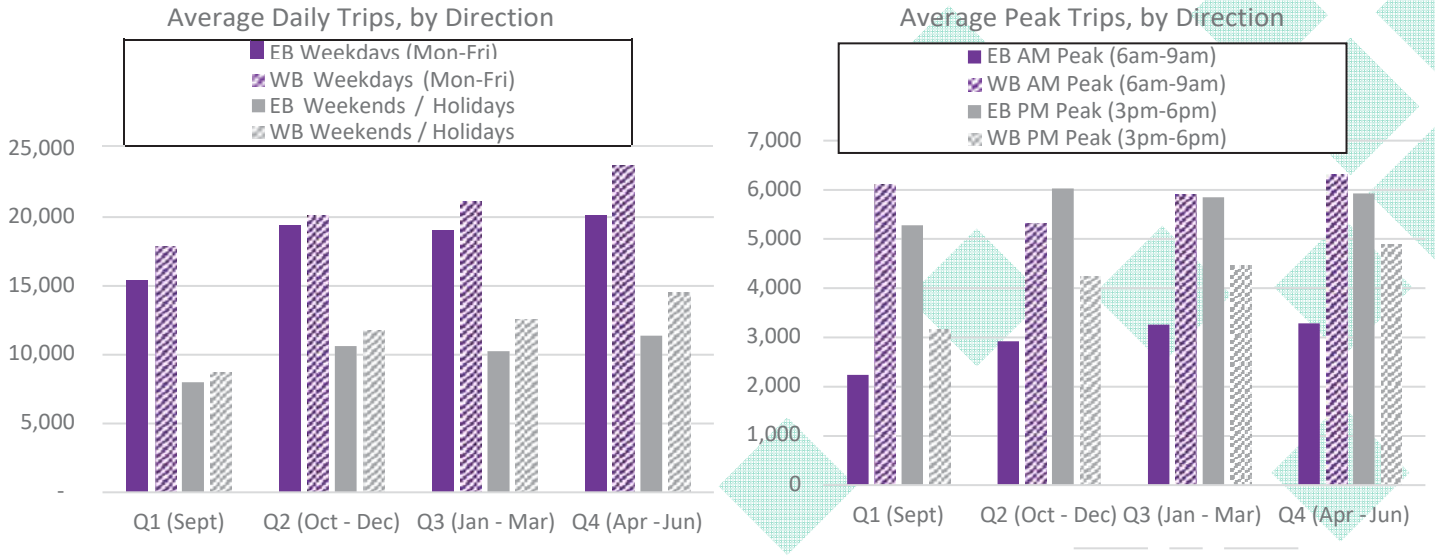
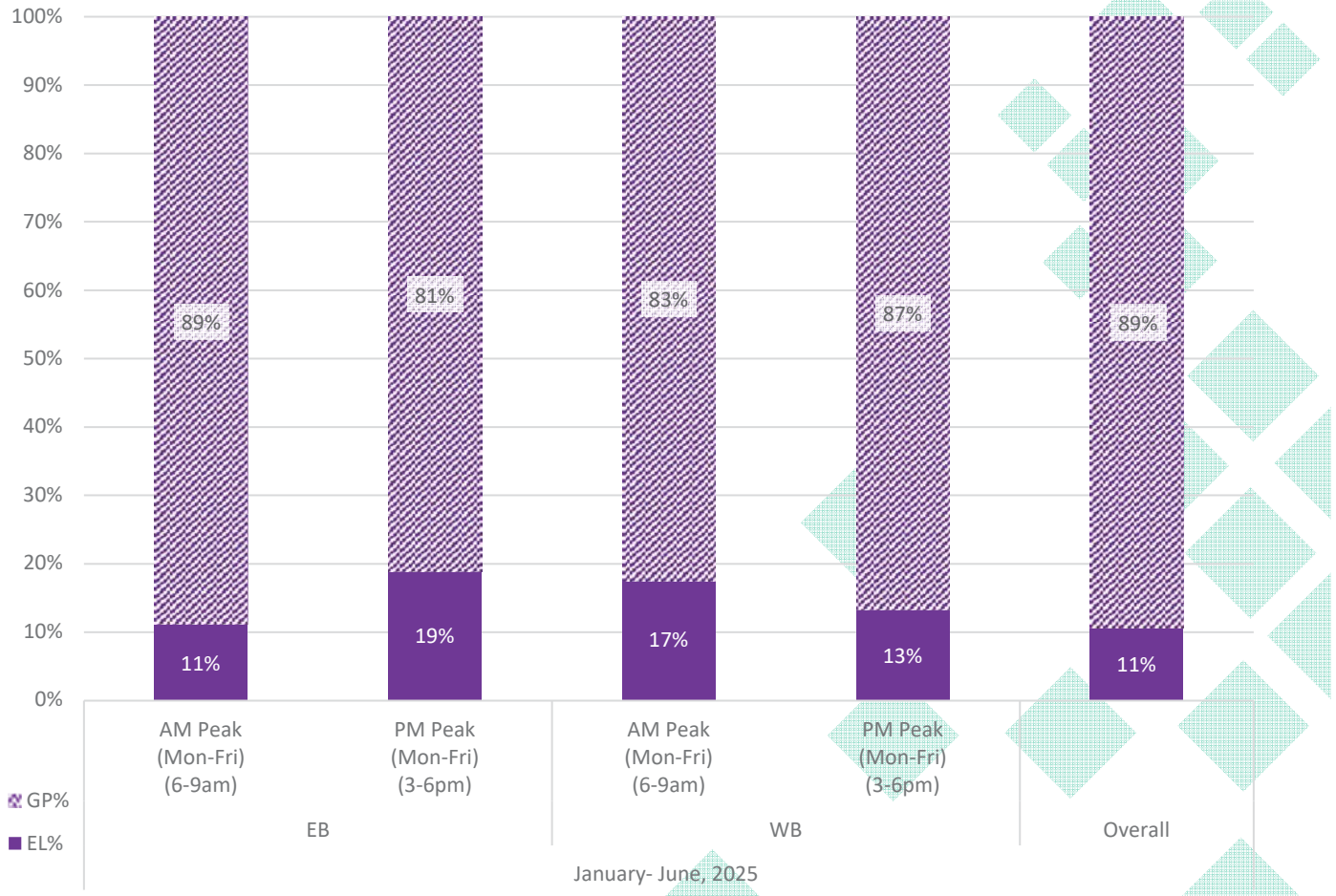


Figure 4 shows directional and temporal distribution of total traffic between the EL and GP lanes during peak periods along the I-10 corridor for Q3 and Q4. This date range was selected because the GP lane data, sourced from VDS detectors, was not reliably available prior to January due to calibration issues. During PM peak (3–6 PM), the EL carried 19% of traffic compared to 11% during AM peak, suggesting higher demand for EL during evening commutes.

For WB, the EL carried 17% of traffic during AM peak and 13% during PM peak.

Overall, EL lanes accounted for 11% of total traffic across all periods. These figures indicate that while the GP lanes remain the primary route for most travelers, the EL are consistently utilized, particularly during peak periods.

Figure 4 – Express Lanes Market Share Summary, January-June 2025



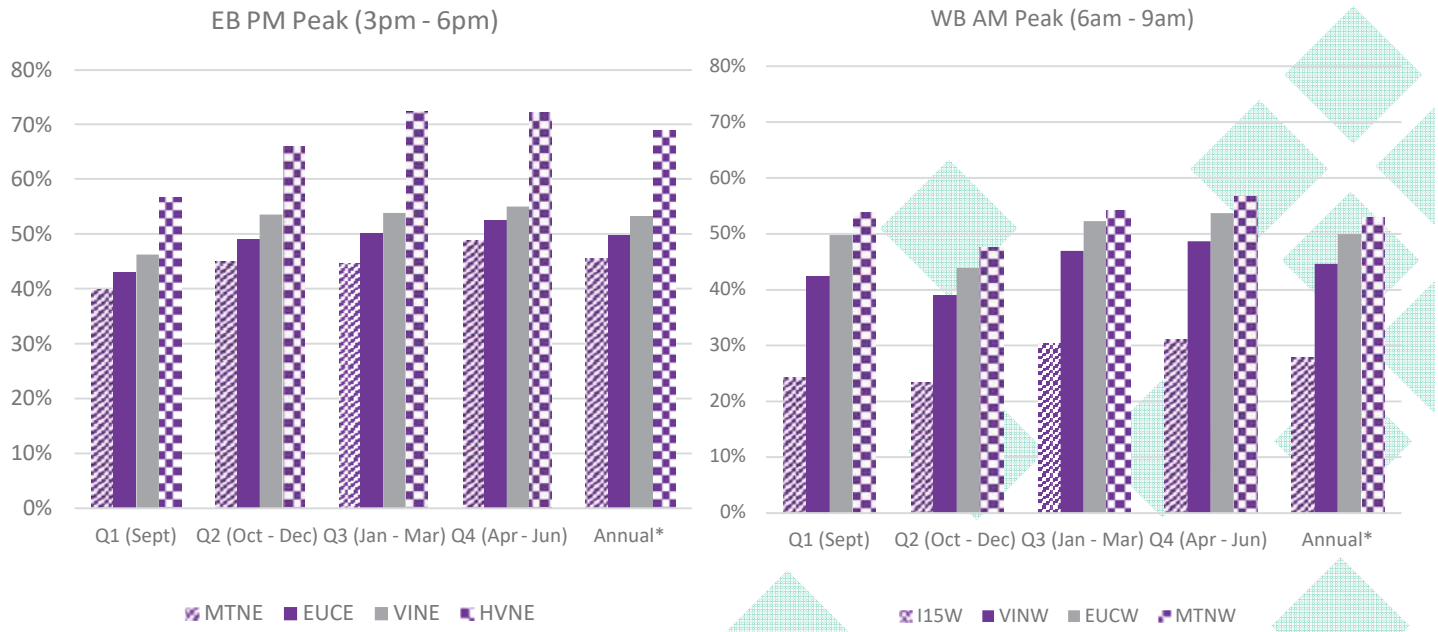
There are four toll plazas/zones in the EB direction located at Mountain Avenue (MTNE), Euclid Avenue (EUCE), Vineyard Avenue (VINE) and Haven Avenue (HVNE) and four toll plazas/zones in the WB direction located at I-15 (I15W), Vineyard Avenue (VINW), Euclid Avenue (EUCW) and Mountain Avenue (MTNW).

Figure 5 presents the capacity utilization which refers to the extent to which the ELs are being used compared to the EL capacity. This analysis is based on traffic volumes observed in each toll zone during peak periods, applying an assumed lane capacity of 1,600 vehicles per hour per lane (vphp). Since opening of the ELs, HVNE consistently accounted for the highest average capacity utilization (approx. 70%). The capacity of this toll zone is calculated for one lane since it merges from two lanes to one lane at the end of the EB EL. MTNE, EUCE and VINE show moderate and relatively stable capacity utilization between 40-50%, during AM peak periods. For WB direction, MTNW consistently accounted for the largest share at 50% capacity during AM peak, across all quarters. VINW and EUCW followed closely behind, while I15W consistently represented the smallest proportion of WB AM peak capacity utilization. **Figure 5** shows that MTNE, EUCE and VINE capacity utilization increased slightly between Q3 and Q4, while the HNVE capacity utilization remained the same. This small difference may be a result of increased toll rates in the HNVE zone, which are discussed further in section 2.3.

Overall, the figure shows higher proportional use of EL usage during PM peak period than WB EL usage during AM peak period.

There are five primary factors influencing EL capacity utilization rates: toll rate, overall demand, perceived value (including reliability and travel time savings), user familiarity, and eligibility. Recent toll rate adjustments have shown only minimal initial impact on user behavior. EL usage continues to fluctuate in line with broader shifts in travel demand. Notably, the ELs remain consistently reliable, offering meaningful travel time savings during peak periods in both directions.

Figure 5 – Quarterly Average Peak Period Express Lanes Capacity Utilization



**Annual refers to 10 months-September 2024 to June 2025*

NOTE: HVNE capacity is calculated for one lane, all other locations for two lanes

2.2 TRAFFIC COMPOSITIONS

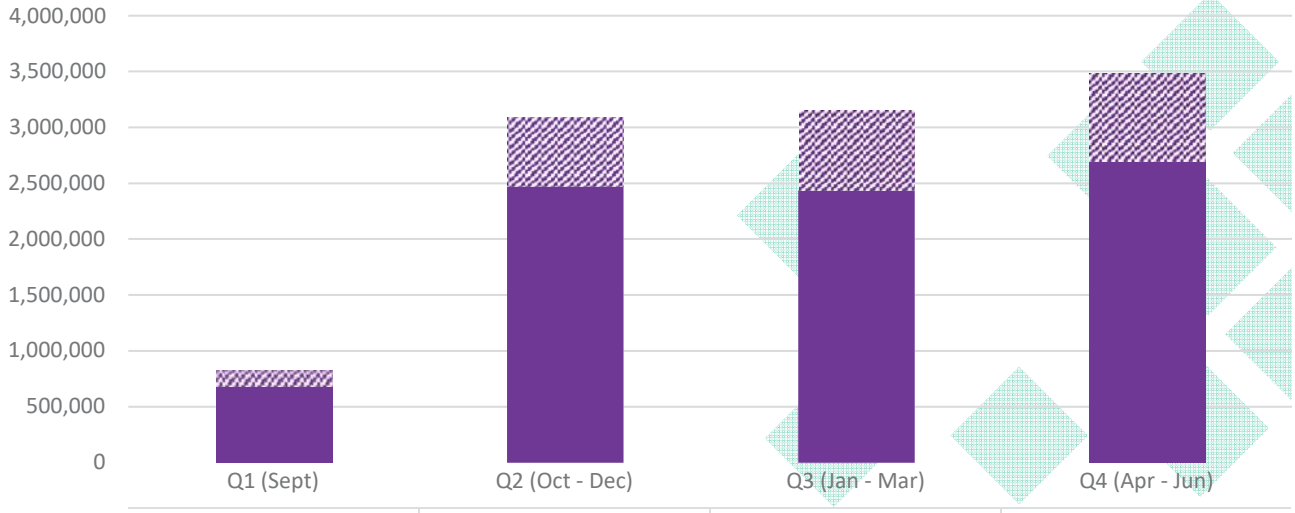
EL traffic can be classified by either Tolled or Non-Tolled trips. Tolled trips consists of trips made by SOV, HOV2 and CAV vehicles. Non-Tolled trips consist of trips made by HOV3+ and Non-Revenue vehicles. Per the EL Business Rules, eligible HOV3+ vehicles (i.e. an occupancy of 3 or more with a valid switchable transponder in the 3+ position) travel toll-free. The Non-Revenue vehicles includes public transit vehicles, maintenance vehicles, FSP vehicles, CHP and emergency vehicles, and SBCTA vehicles used to support operations and maintenance of SBCTA's express lanes.

Figure 6 categorizes total trips into those greater than zero dollars (Tolled) and zero-dollar trips (Non-Tolled). Tolled trips consistently dominate, accounting for the majority of total trips each quarter. Non-Tolled trips have steadily increased across quarters. From just over 150,000 trips (18%) in Q1, Non-Tolled trip usage grew to over 800,000 trips (23%) in Q4. The total number of trips has grown, from 3.1 million in Q2 (the first full quarter of operation) to nearly 3.5 million in Q4, indicating a strong upward trend in overall corridor usage.

The percentage of Non-Tolled trips has increased 5% between Q1 and Q4. Since 99% of Non-Tolled trips are HOV3+, SBCTA is checking whether this is an increase in HOV3+ or customers are incorrectly selecting the HOV3+ setting. To assess HOV3+ compliance, SBCTA plans to conduct a manual survey of EL vehicle occupancy in July 2025. Additionally, the agency is considering the deployment of an automated vehicle occupancy detection system in 2026.

Current enforcement for occupancy relies on a beacon informing CHP which vehicles are in HOV3+ mode. SBCTA recently conducted a field audit of the enforcement beacon system and is collaborating with TransCore to rerun system logs to the beacon in a test environment. This process will help SBCTA verify the accuracy of the beacon data and ensure reliable enforcement moving forward.

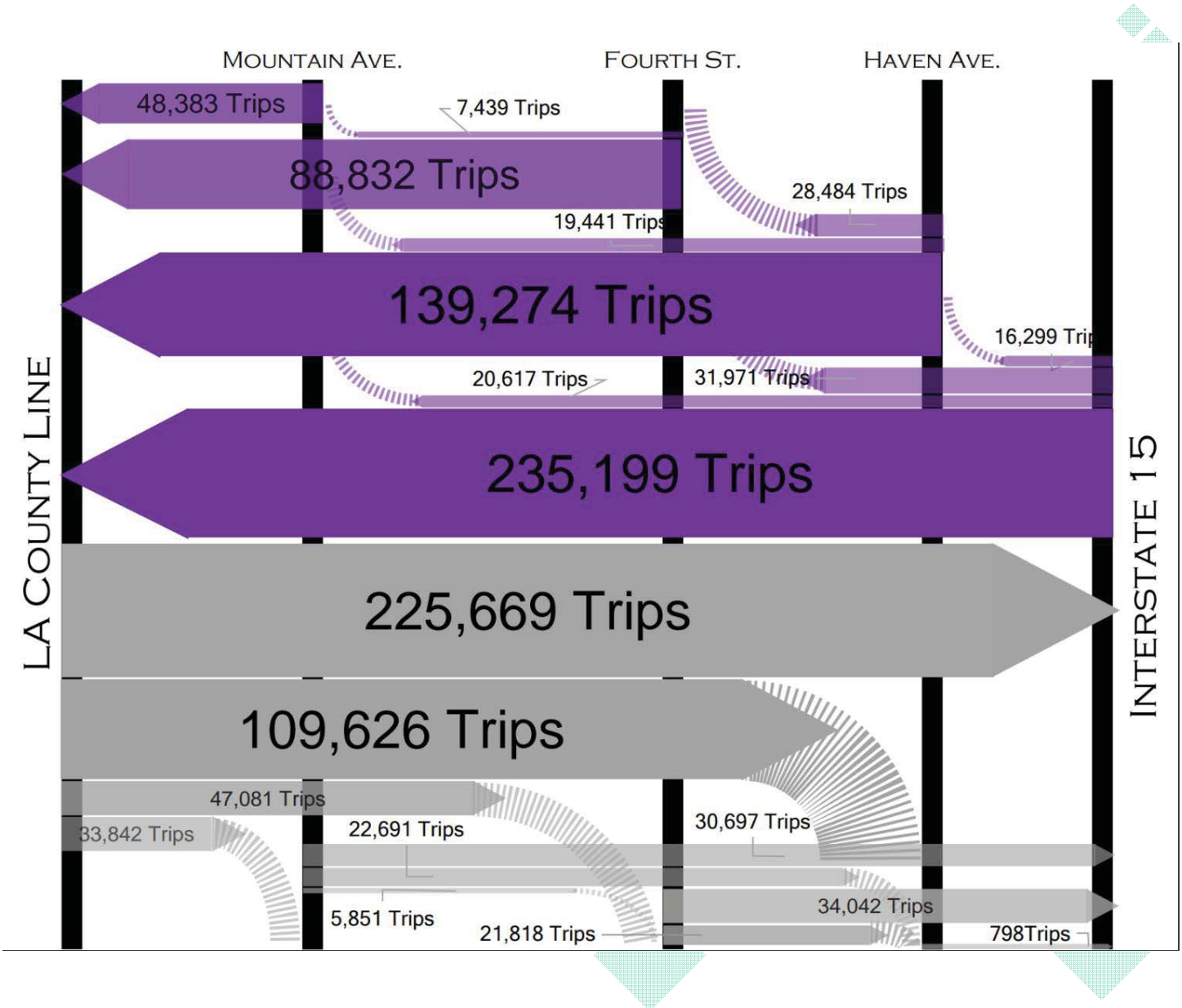
Figure 6 – Quarterly Total Tolled and Non-Tolled Express Lanes Trips



Tolled Trips	682,419	2,467,667	2,436,423	2,692,976
% of Non-Tolled Trips	18%	20%	23%	23%
% of Tolled Trips	82%	80%	77%	77%
Total Trip	832,467	3,100,254	3,155,510	3,493,939

Figure 7 presents the Q4 monthly average of trips by entry and exit toll plazas. The most frequent origin-destination pairs were full-length trips spanning all four plazas in one direction, comprising 42% of EB and 37% of WB trips. While the share of EB full-length trips rose steadily throughout Q3 by 57%, it dropped in Q4 by 8%, possibly due to restriping in the HVNE toll zone on April 11, discouraging driver's cut-through behavior and reducing congestion. In contrast, the percentage of WB full-length trips remained stable across both quarters.

Figure 7 – Volumes by Origin & Destination, Q4 (Apr-Jun) monthly average



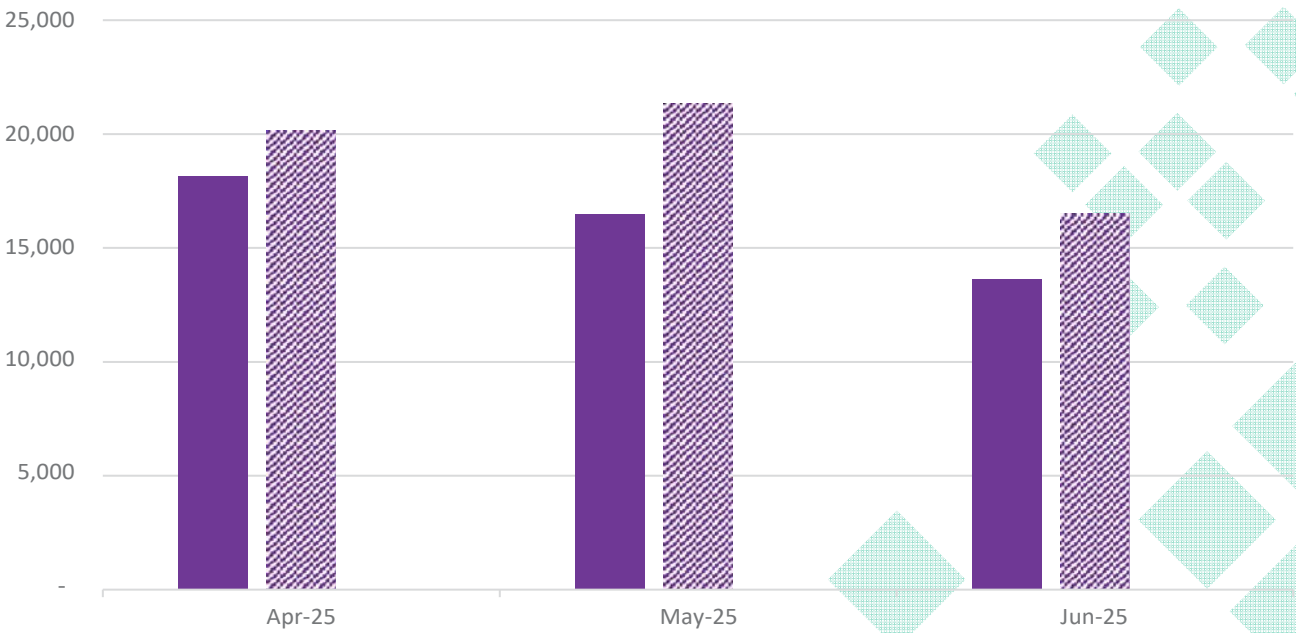
2.3 TRAVEL TIME & SPEED

Two important goals of the ELs are improved travel time compared to the adjacent general purpose (GP) lanes and enhanced reliability. The ELs consistently offer a faster travel time during peak periods.

Figure 8 summarizes the estimated travel time saved from April to June 2025 for all vehicles using the ELs. Over this three-month period, an estimated 106,418 vehicle-hours were saved. Travel time savings vary by time of day, with the greatest benefits observed during peak periods. Factoring in vehicle occupancy could provide the total person-hours saved.

Notably, WB travel time savings exceeded EB, likely due to higher WB traffic volumes during the analysis period.

Figure 8 –Travel Time Savings (vehicle-hours), Q4



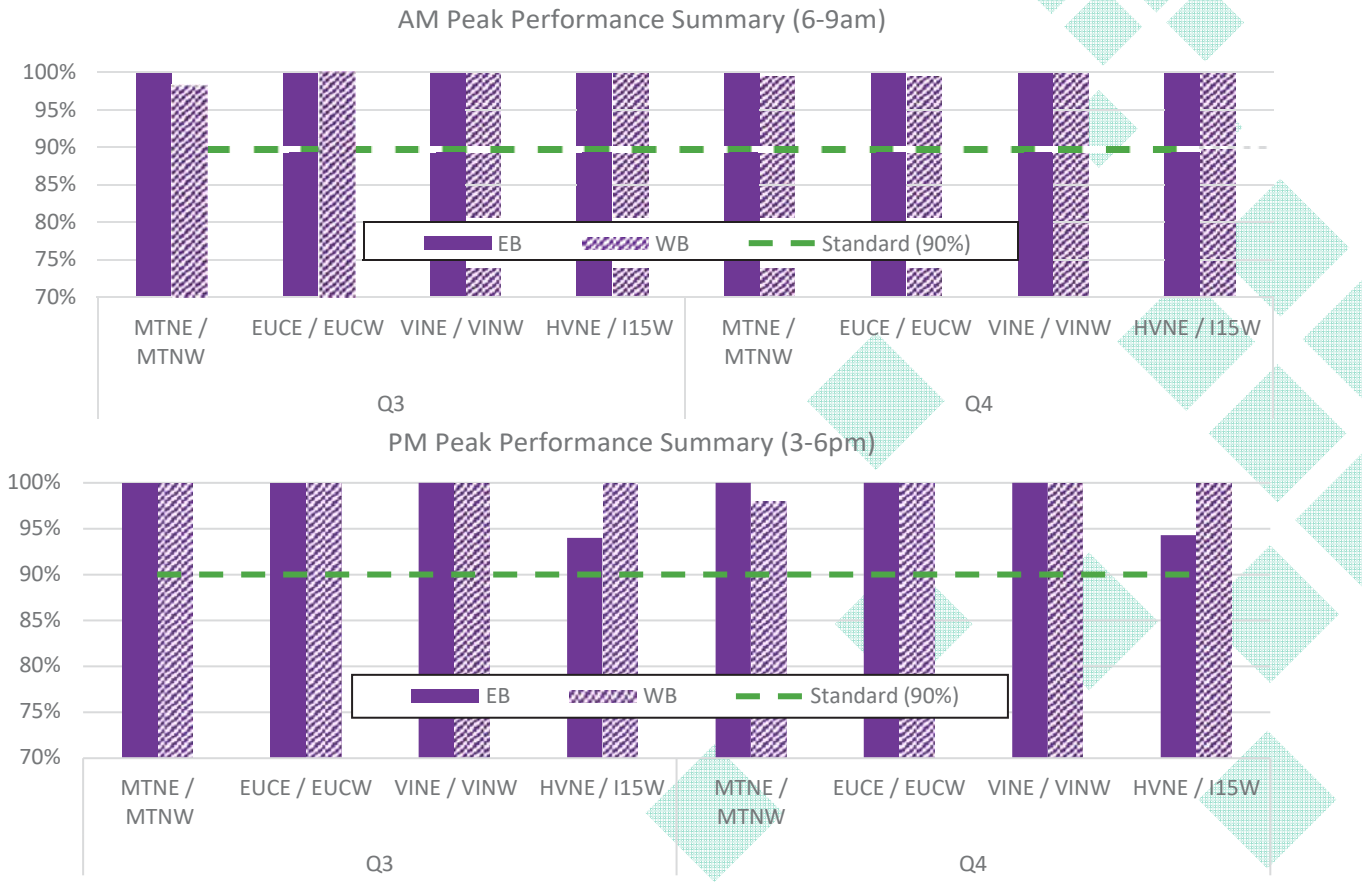
	Apr-25	May-25	Jun-25
EB	18,163	16,488	13,657
WB	20,202	21,387	16,521
Total	38,365	37,875	30,178

Figure 9 shows that average speeds along the corridor were rarely below 45 mph for Q3 and Q4. Q1 and Q2 are not included as VDS calibration was ongoing until January 2025. The green line in the figure represents the threshold to meet the Federal Highway Administration (FHWA) requirement that managed lanes maintain an average operating speed of 45 mph at least 90% of the time during peak periods. It is observed that all zones were operating at speeds over 45 mph over 90% of the time during peak periods. During the PM peak, slowdowns below 45 mph were most frequently observed at the HVNE, particularly on Fridays. These delays are primarily caused by the reduction from two express lanes to one.

On April 11, restriping was completed at the EB EL terminus, resulting in improved traffic condition for drivers exiting the EL. However, congestion continues to occur where the EL narrows to a single lane before reaching the terminus.

To address this, SBCTA made efforts to adjust the Dynamic Pricing Algorithm (DPA) to better manage demand at HVNE. Specifically, on April 24, the flow threshold for the HVNE zone was lowered from 1500 to 500 vphpl, enabling the pricing mode to switch from "adaptive value" to "demand management" more readily. This adjustment has resulted in higher tolls for Segment 2 (HVNE), particularly during PM peak hours when traffic volumes are high. Further, on May 30, the maximum toll rate for the full eastbound segment was increased from $8.00 to $14.50 to manage traffic demand during congested periods. Despite these substantial rate increases—especially on Fridays—overall demand has remained largely unchanged.

Figure 9 – Percentage of Peak Period with Speeds Over 45 mph by Zone for Q3 and Q4



2.4 CHP Enforcement

Figure 10 presents a breakdown of CHP enforcement categories on EL across Q1 to Q4, along with an annual summary. There were a total of 1,702 CHP violations in the past 11 months indicating consistent operational activity throughout the year. Over the course of the year, speeding was by far the most frequent violation, with a total of 870 incidents, peaking in Q2 (248) and gradually declining to 193 by Q4. Other violations also remained consistently high, totaling 422 for the year, with the highest count in Q3 (141).

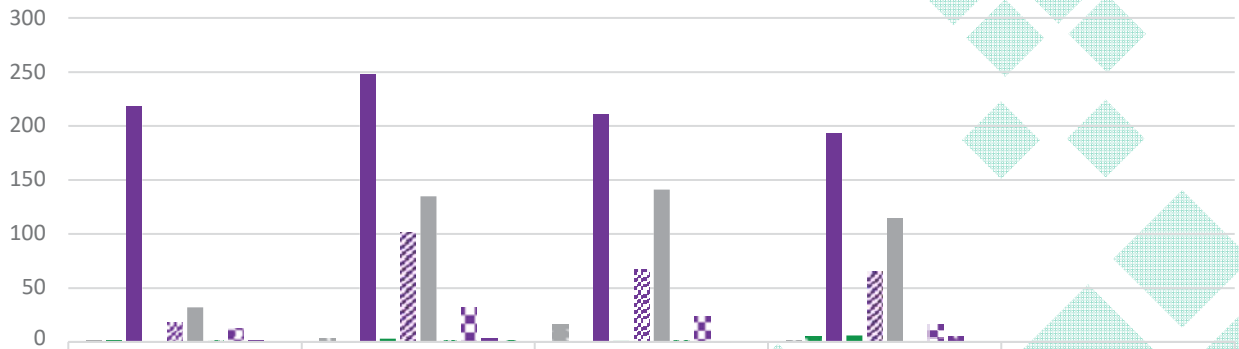
3+ Violations saw a significant spike in Q3 with 16 incidents, contributing to an annual total of 25.

Follow Too Close incidents were relatively low but increased in Q4 (6), bringing the yearly total to 10.

Traffic Collisions (TCs) were minimal, with only 8 reported across all quarters. Verbal Warnings (VWs) were more common, totaling 87, with the highest number issued in Q2 (32).

DUIs were rare, with only 3 incidents reported, all occurring in Q2.

Figure 10 - Quarterly CHP Enforcement Data



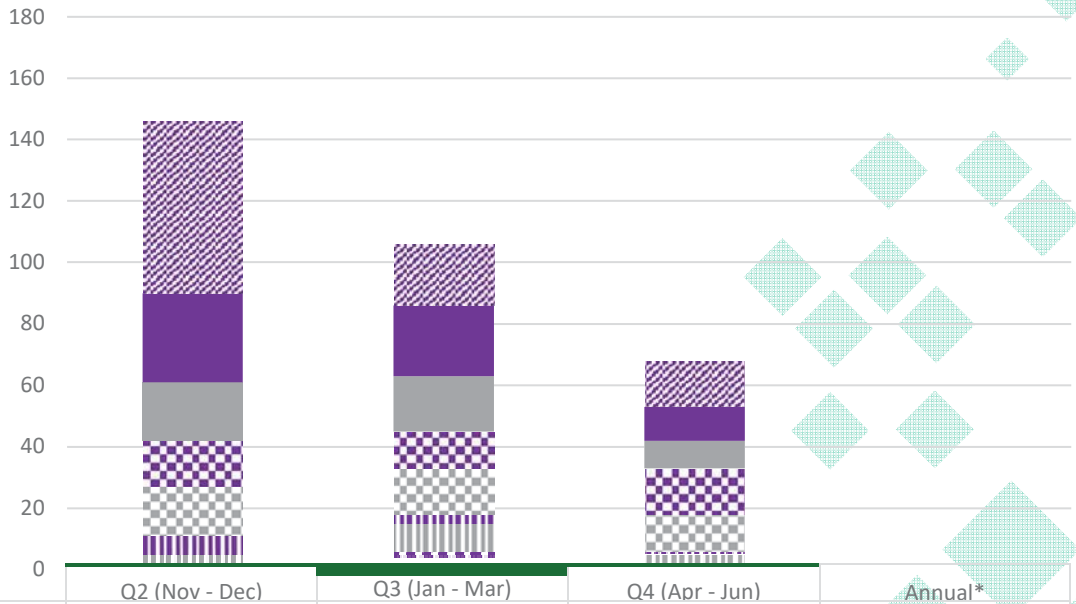
	Q1 (Aug - Sept)	Q2 (Oct - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)	Annual*
3+ Violations	2	4	16	3	25
Follow Too Close	2	1	1	6	10
Speeding	218	248	211	193	870
Lane Change	0	3	1	6	10
No Plates	19	102	67	66	254
Other	32	135	141	114	422
TCs	3	2	2	1	8
VWs	14	32	25	16	87
180s	2	4	1	6	13
DUIs	0	3	0	0	3

**Annual refers to 10 months-September 2024 to June 2025*

2.5 FSP ASSISTANCE

Figure 11 presents a breakdown of FSP assists incidents on EL across Q2, Q3, and Q4, along with an annual summary. The data categorizes incidents into types such as vehicle safety checks, flat tires, mechanical problems, debris removal, and more. There were a total of 448 FSP assists provided over the past eight months indicating consistent operational activity throughout the year. FSP calls have consistently reduced in Q3 and grew in Q4. Debris removal and accidents had a notable increase in Q4 being the primary reasons FSP was dispatched.

Figure 11 - Quarterly FSP Assist Data



	Q2 (Nov - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)	Annual*
Vehicle Safety Check	56	20	15	93
Flat Tire	29	23	11	71
Mechanical Problem	19	18	9	50
Debris Removal	15	12	15	51
Accident	16	15	12	46
OverHeated	6	3	1	12
Out of Gas	4	9	4	19
Electrical Problem	0	2	0	2
Abandoned	1	4	1	6
Total Number of Incidents/month	146	106	68	350

**Annual refers to 10 months-September 2024 to June 2025*

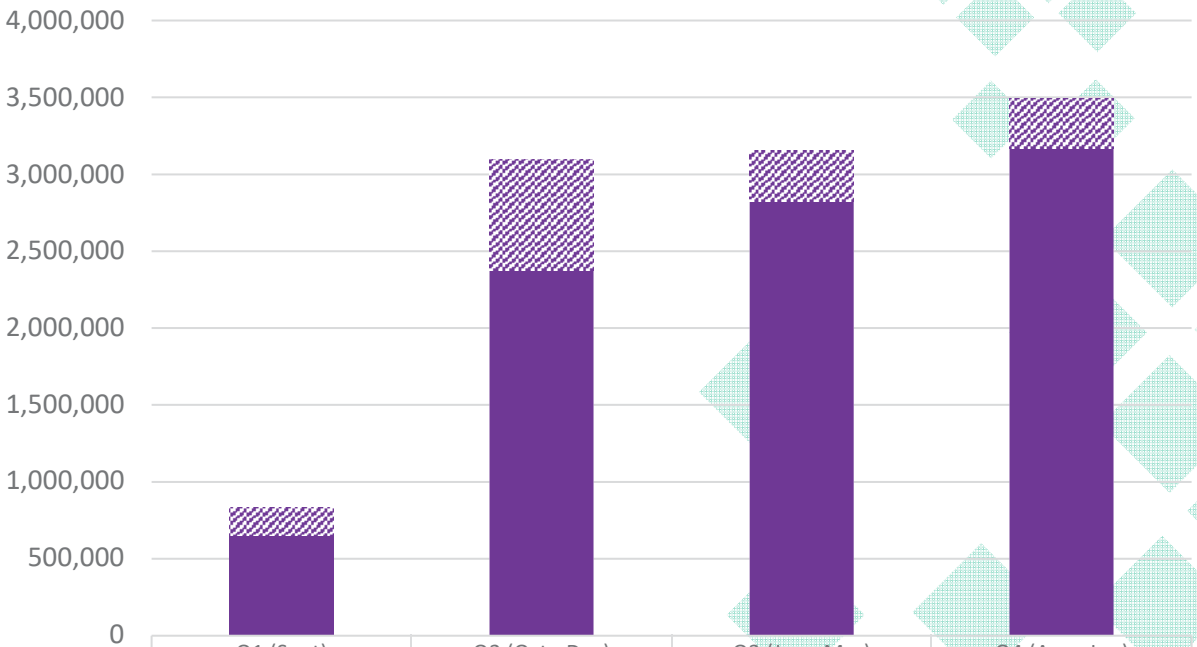
3.1 TRIPS & TOLL RATES

Figure 12 summarizes quarterly EL trips for the quarter from the current fiscal year. The trips are broken out by FasTrak and Non-FasTrak trips. The total trips has increased each quarter up to the Q4. The total trips in Q4 has increased 9.69% from last quarter, Q3. There is a clear and consistent shift in the mode of trips taken, with FasTrak Trips increasingly dominating over Non-FasTrak Trips.
The most significant change occurred in Q3 where FasTrak Trips jumped to over 2.8 million, comprising 90% of the total trips. Non-FasTrak Trips dropped sharply to just 10%. By Q4, this trend solidified further, with FasTrak Trips reaching over 3.1 million and accounting for 91% of the total 3.49 million trips.

Between Q3 and Q4, FasTrak trips has increased 10.87% and Non-FasTrak trips has decreased 1.90%. This upward trend in FasTrak trips indicates more customers have signed up for FasTrak accounts at the CSC.

FasTrak trips jumped from 77% to 91%, exceeding 3.1 million in Q4.

Figure 12 – Quarter Total Express Lanes Trips



	Q1 (Sept)	Q2 (Oct - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)
FasTrak Trips	648,766	2,376,888	2,825,170	3,169,749
Total Trips	832,467	3,100,254	3,155,510	3,493,939
% of Non-FasTrak Trips	22%	23%	10%	9%
% of FasTrak Trips	78%	77%	90%	91%

However, it's important to note that Q2 experienced a data processing issue at the Host, where the tag file was not processed correctly. As a result, more Non-FasTrak trips were initially identified at the Host but were later reassigned as FasTrak trips at the Customer Service Center (CSC). This anomaly may have slightly skewed the distribution between FasTrak and Non-FasTrak trips for that quarter.

Figure 13 presents a breakdown of the quarterly average toll for revenue trips on Thursdays of each month during Q3 and Q4, by direction. The comparison excludes HOV3+, Non-Revenue, and Disabled Veteran trips. The breakdown includes the averages for FasTrak, Non-FasTrak, and total tolled trips (average of FasTrak and Non-FasTrak trips combined). The average toll data for Q3 and Q4 reveals a clear trend: FasTrak continues to offer the most cost-effective option for drivers, while Non-FasTrak users consistently pay significantly more.

Overall, the average toll dropped from $1.69 to $1.42 with FasTrak dropping from $1.51 to $1.27 and Non-FasTrak dropping from $2.84 to $2.49. This reduction in average toll appears to correlate with a seasonal decline in traffic demand for EL, beginning around the Memorial Day holiday weekend. Notably, toll reductions were observed in both directions along the corridor.

Figure 13 –Average Tolls on Thursdays for Q3 and Q4



Table 1 presents a detailed summary of toll ranges and maximum tolls observed during peak periods on the I-10 corridor, as displayed on Toll Rate Dynamic Message Signs (TRDMS) for the current quarter.

The table shows that the maximum weekday WB-AM peak toll reached $7.60, exceeding the EB AM peak of $5.40. Conversely, during the PM peak, the EB direction recorded a higher toll than the WB. On weekends, the WB peak toll was higher than the EB peak.

Overall, weekday maximum tolls have been higher in the EB direction, while weekend maximum tolls have been higher in the WB direction. When comparing Q3 to Q4, it is observed that all maximum tolls decreased in both directions, with two exceptions:

1. The EB weekday PM peak FasTrak toll increased significantly from $8.00 (Q3) to $12.40 (Q4).

This increase is directly attributed to the adjustment of the EB full-length maximum toll to $14.50, implemented on May 30, 2025.

This change enabled the HVNE toll zone to reach higher toll levels during periods of elevated congestion. The increased ceiling allowed the DPA to respond more aggressively to demand, resulting in higher observed tolls during peak travel times. This adjustment reflects a strategic effort by SBCTA to manage congestion and maintain travel time reliability by leveraging the full pricing flexibility of the EL system.

2. The WB weekday PM peak FasTrak toll remained unchanged at $8.00. This appears to correlate with the reduced traffic in the summer months starting in late May.

Table 1 – Posted Toll Rate Summary, Q4

	EB	WB
FasTrak - AM Peak Period Range Weekdays, 6am - 9am	$0.70 - $5.40	$0.70 - $7.60
Non-FasTrak - AM Peak Period Range Weekdays, 6am - 9am	$1.55 - $8.30	$1.55 - $11.90
FasTrak - PM Peak Period Range Weekdays, 3pm - 6pm	$0.70 - $12.40	$0.70 - $8.00
Non-FasTrak - PM Peak Period Range Weekdays, 3pm - 6pm	$1.55 - $19.10	$1.55 - $12.50
FasTrak - Weekend Peak Range Sat/Sun, 10am - 2pm	$0.70 - $5.70	$0.70 - $6.80
Non-FasTrak - Weekend Peak Range Sat/Sun, 10am - 2pm	$1.55 - $8.90	$1.55 - $10.70
FasTrak - Max Toll Rate	$12.40	$8.00
Non-FasTrak - Max Toll Rate	$19.10	$12.50
FasTrak - Max Toll Rate - Weekday	$12.40	$8.00
Non-FasTrak - Max Toll Rate - Weekday	$19.10	$12.50
FasTrak - Max Toll Rate - Weekend	$5.70	$6.80
Non-FasTrak- Max Toll Rate - Weekend	$8.90	$10.70

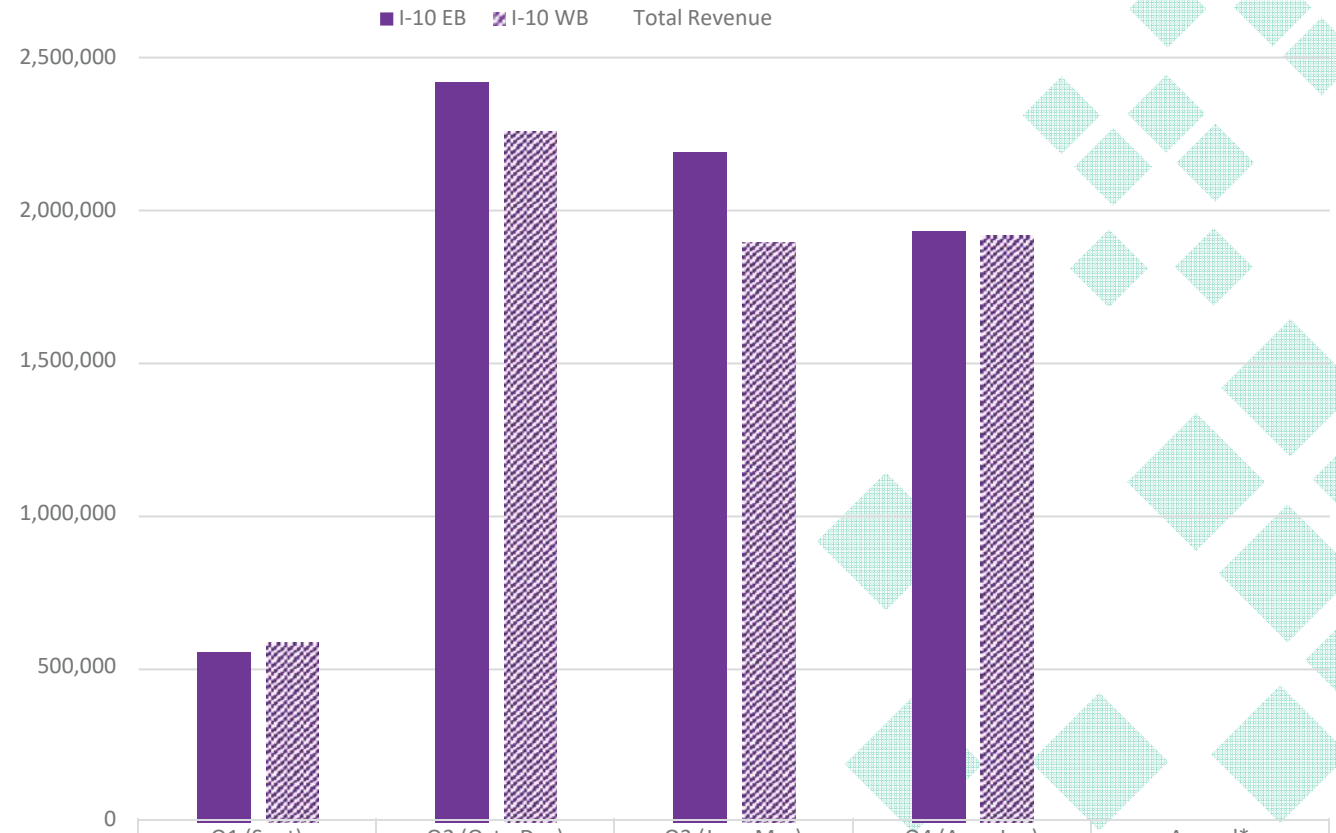
Figure 14 summarizes quarterly I-10 EL Expected Revenue across all quarters and by direction. Expected Revenue refers to the total toll amount anticipated to be collected from customers at the time trips are generated within the TCS. These trips are then transmitted to the Customer Service Center (CSC) for processing.

In Q4, the expected revenue is approximately 6.19% lower than in Q3, primarily due to a decline in June revenue across both directions. While EB revenue continues to slightly exceed WB revenue overall, the EB direction experienced a notable 13.34% decrease from Q3 to Q4. In contrast, WB direction expected revenue showed a modest increase of 1.03% during the same period.

This overall decline in Q4 revenue is largely attributed to seasonal traffic reductions, particularly during the summer months beginning with Memorial Day weekend in end of May. The primary driver behind the Q4 revenue drop is a 12% reduction in total trips between May and June, which significantly impacted toll revenue performance.

Q2 led revenue growth for the fiscal year. Q4 revenue dropped by 6.19% from Q3 due to decline in June traffic.

Figure 14 – Quarterly and Annual Expected Revenue by direction



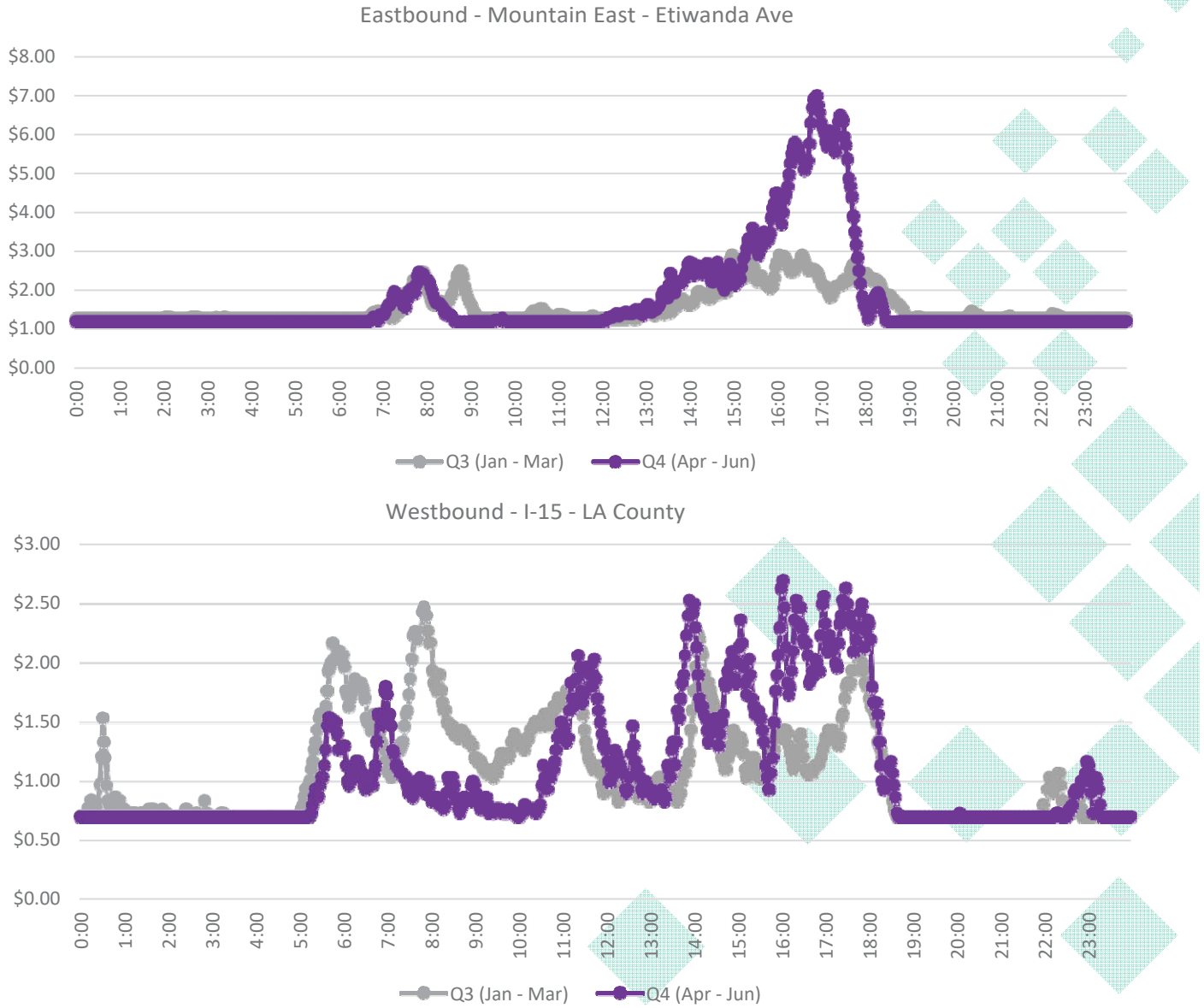
	Q1 (Sept)	Q2 (Oct - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)	Annual*
I-10 EB	$557,625	$2,420,405	$2,191,901	$1,933,878	$7,103,810
I-10 WB	$588,309	$2,257,664	$1,898,459	$1,918,129	$6,662,560
Total Revenue	$1,145,934	$4,678,069	$4,090,360	$3,852,007	$13,766,370

**Annual refers to 10 months-September 2024 to June 2025*

Figure 15 illustrates the average posted toll rates for full-length trips on the TRDMS in both directions, measured on the fourth Thursday of each month for the current quarter (Q4) and the previous quarter (Q3).

In Q4, morning toll rates averaged lower than those in Q3, while afternoon toll rates showed an increase. These trends reflect changes in traffic patterns, with a decline in overall traffic volumes beginning Memorial Day weekend, and a rise in PM peak-period demand. Additionally, during Q4, the Dynamic Pricing lookback time parameter was adjusted from 10 minutes to 7 minutes, and the maximum toll for full-length EB travel was increased from $8.00 to $14.50. These changes enhanced the system's responsiveness to real-time traffic conditions and allowed for higher toll ceilings during periods of elevated congestion.

Figure 15 – Full Length Average Tolls posted on TRDMS, Q3 vs. Q4



3.2 SYSTEM PERFORMANCE

Figure 16 below summarizes work orders created by quarter broken out by the work order priority level. Priority 1 work orders can impact revenue and essential operational functionality. Priority 2-4 work orders are non-critical but can affect operations if not addressed timely.

Q1 starts strong with a high number of Priority 1 occurrences, indicating an urgent focus at the beginning of the EL launch. Q2 shows a noticeable dip across all priorities, suggesting system stabilization. Work order volumes surged in Q4, with a dramatic increase in both Priority 1 and Priority 2 categories. This spike reflects the impact of two major operational issues:

1. In Q3, a loop issue in March resulted in about 8,800 work orders.
2. In Q4, an additional issue emerged involving the VES Front ROI (Region of Interest), which contributed to 3,900 work orders in May and 4,200 in June. TransCore investigated the problem and determined that sun glare during certain times of day was preventing the system from accurately identifying license plates within the designated ROI. To address this, they adjusted the aperture settings on the VES cameras to improve image capture under challenging lighting conditions which has showed some improvement, but they are still monitoring and evaluating.

Figure 16 –Quarterly MOMS Work Orders by Priority

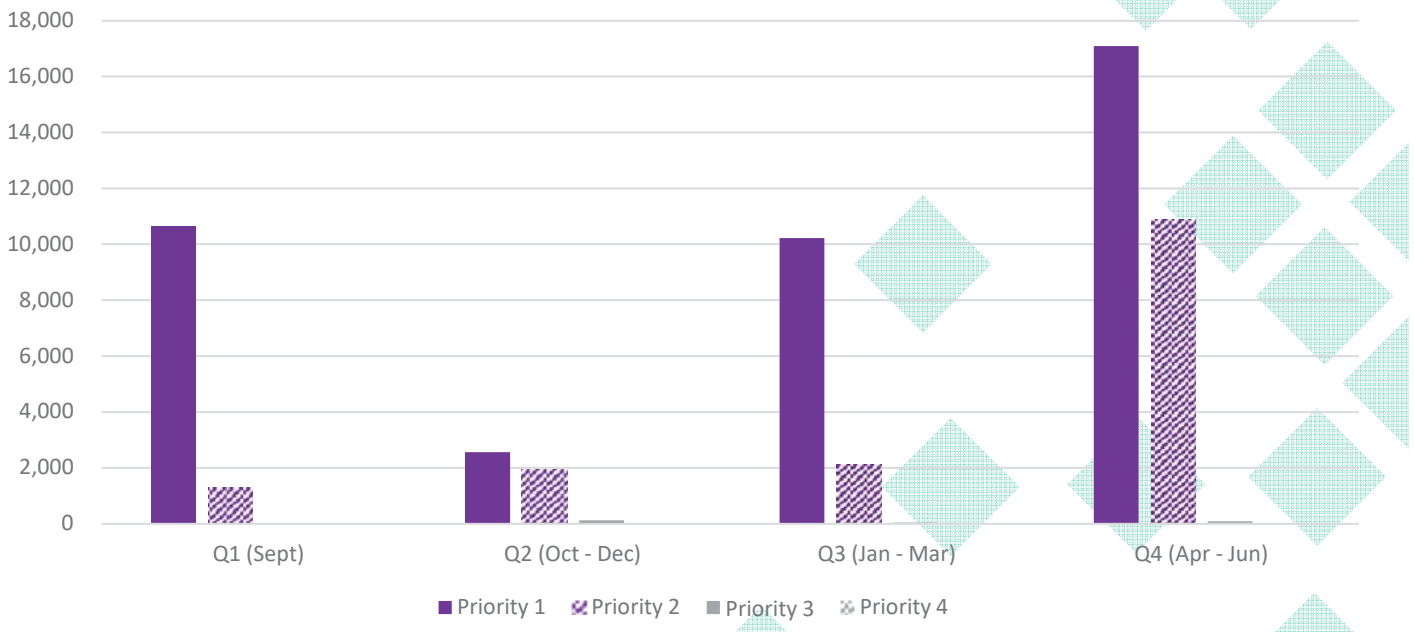


Figure 17 below summarizes quarterly total work orders that exceeded the Response Time by Priority across quarters. Following a noticeable reduction in Priority 1 work orders during Q1, there was a marked increase in Priority 1 work orders exceeding the Response Time in Q2 as well as a modest rebound in Q4. To address this, TransCore has implemented measures to improve both repair and response times as well as reviewing the MOMS configuration for alerts to ensure superfluous work orders are not created unnecessarily. This includes proactive monitoring by their on-call technicians who regularly check for open work orders in order to ensure timely responses within the required KPI performance timeframe.

Figure 17 – Quarterly Work Orders Exceeding Response Time by Priority

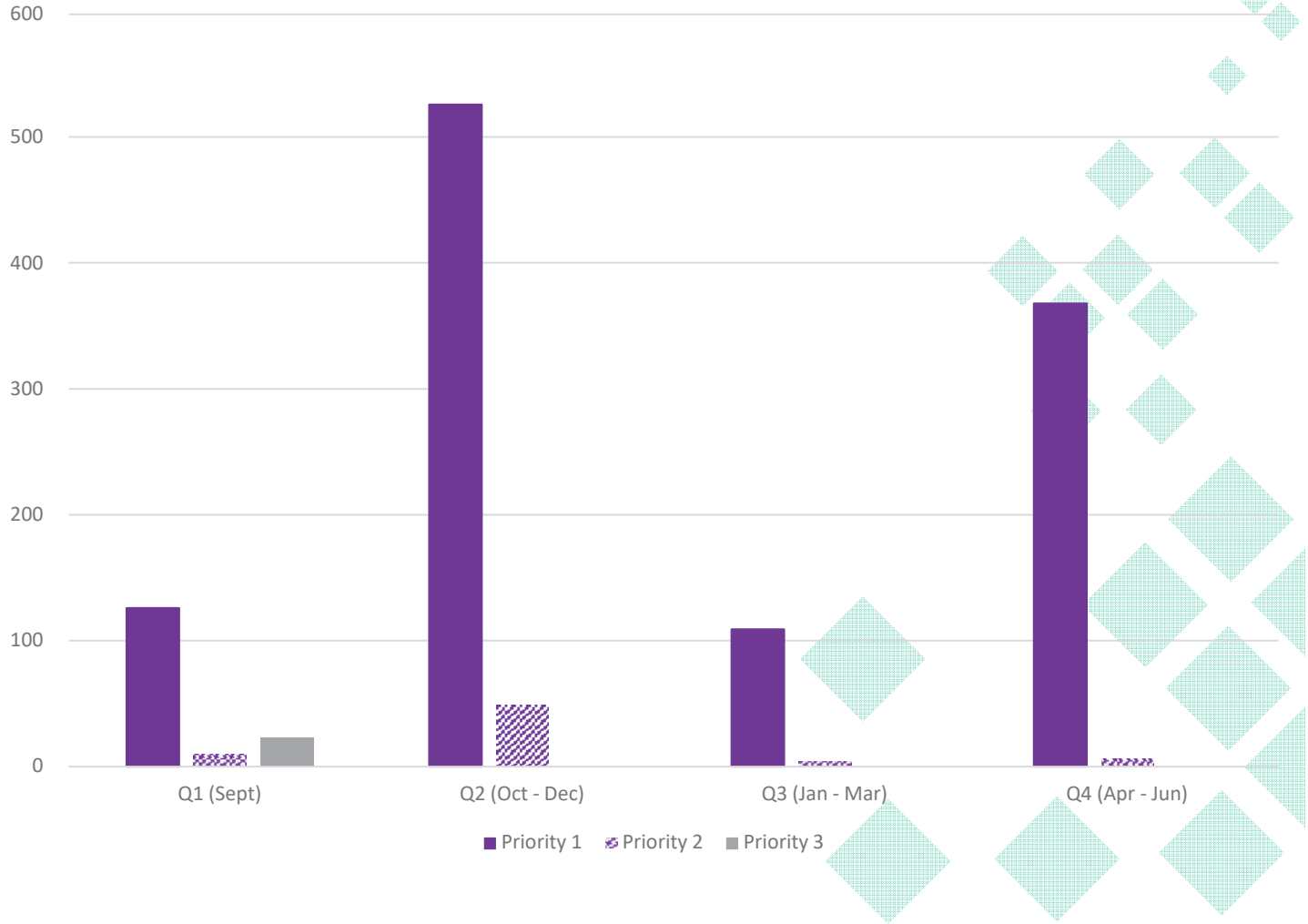
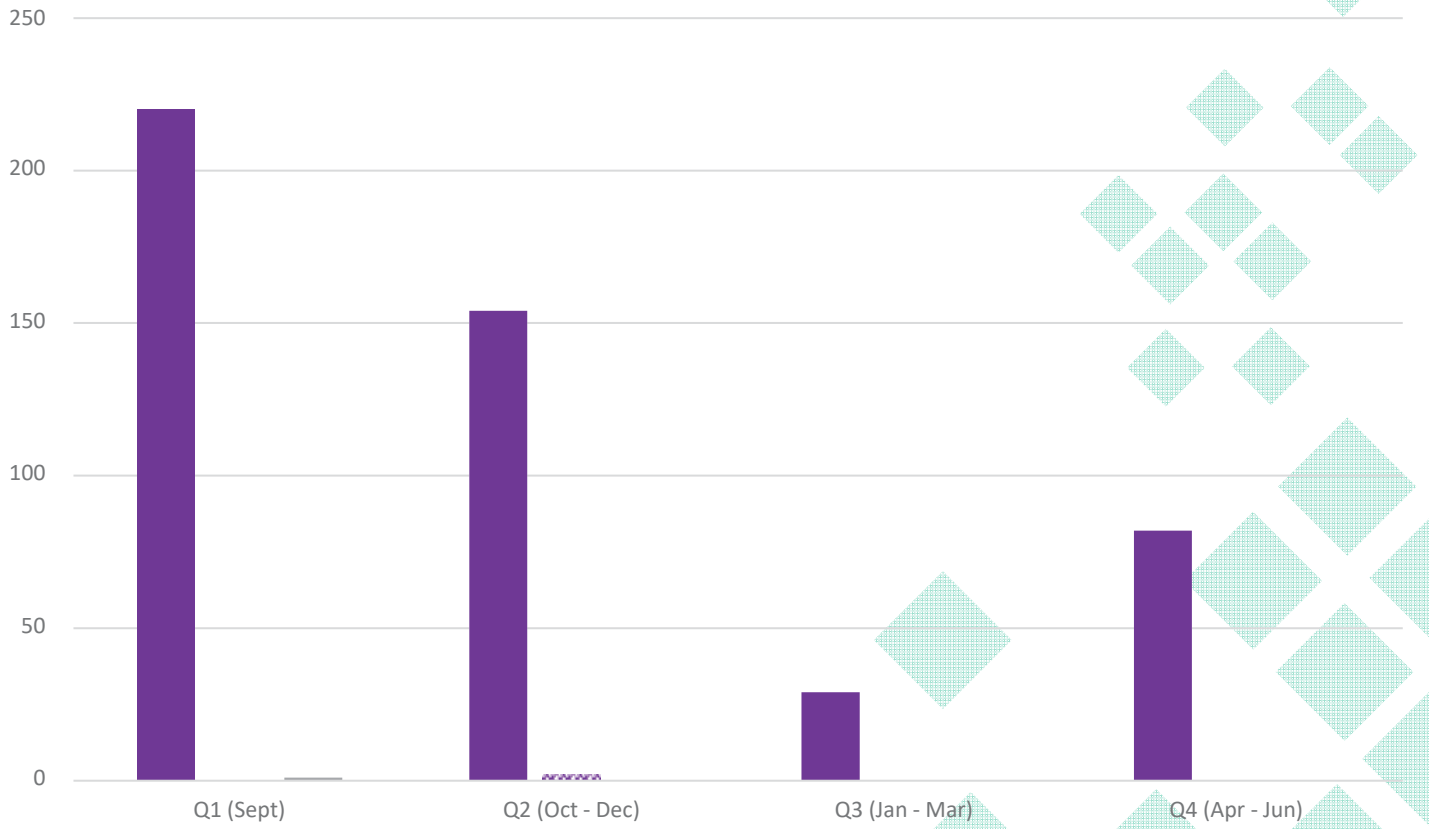


Figure 18 below summarizes total work orders that exceeded the Repair Time by Priority from Q1 to Q4. Notably, the number of work orders exceeding the Repair Time decreased from 220 in Q1 to 154 in Q2 suggesting improved performance. This reduction is partly attributed to the presence of auto-closed work orders that were created but did not require further action.

To improve performance, TransCore has focused on enhancing both repair and response times as well as reviewing the MOMS configuration for alerts to ensure superfluous work orders are not created unnecessarily. On-call technicians now proactively monitor open work orders, ensuring timely responses and repairs in alignment with the required KPI performance timeframes.

Figure 18 – Quarterly Work Orders Exceeding Repair Time by Priority



4.1 CUSTOMER CONTACT BY PHONE

Figure 19 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA's dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle and hold times per call.

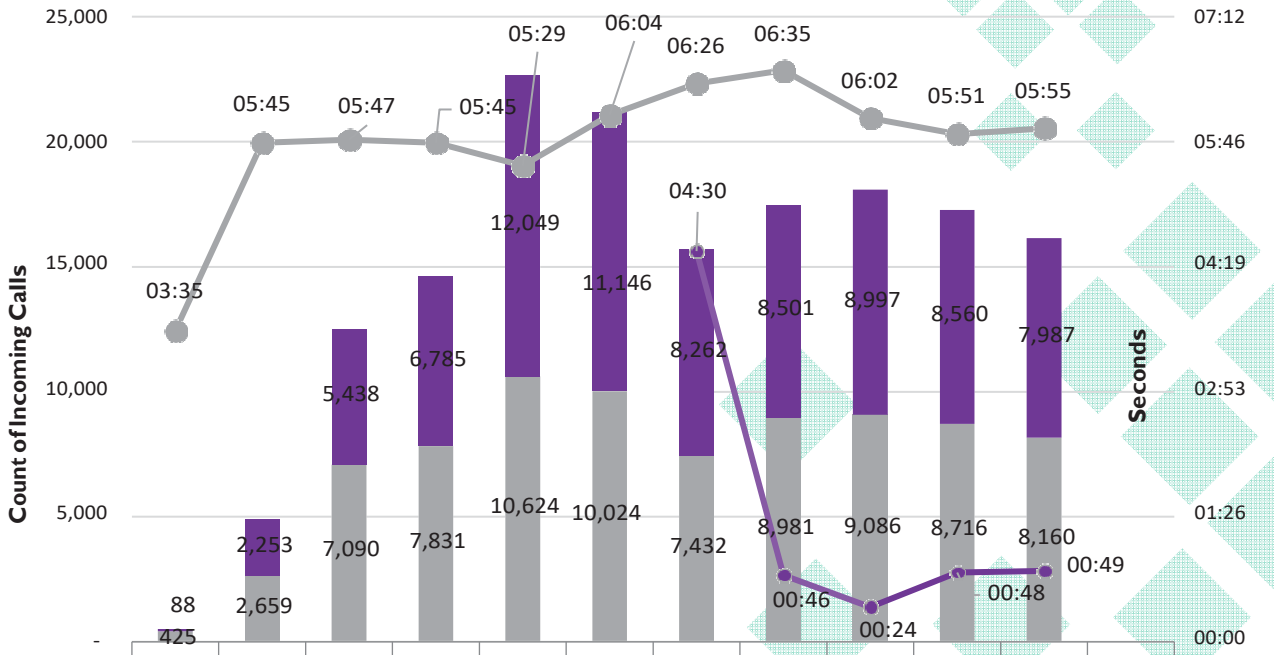
The total number of incoming calls has continued to decline from the peak in December, declining 5% in Q4, compared to Q3.

In Q4, 50% of customers elected to speak with a CSR, consistent with the trend of approximately half of customers being able to resolve their issues through the automated call system.

The average handle time for calls improved in this quarter, with the average handle time reduced by 26 seconds. The improvement reflects steps forward in staffing and training. The CSC implemented a new phone system in February 2025 (Q3); however, the average hold times were still high due to the impact of a series of smishing campaigns. The hold time was reduced in Q4, with an average of 40 seconds per call.

It should be noted that while the automated call system is available to customers 24 hours a day and 7 days a week, CSRs are only available from 8:00 am to 6:00 pm Monday through Friday and 9:00 am to 2:00 pm on Saturday.

Figure 19 – Monthly Incoming Calls by SBCTA Customers



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
IVR Calls	88	2,253	5,438	6,785	12,049	11,146	8,262	8,501	8,997	8,560	7,987	80,066
Calls to CSRs	425	2,659	7,090	7,831	10,624	10,024	7,432	8,981	9,086	8,716	8,160	81,028
Average Handle Time	03:35	05:45	05:47	05:45	05:29	06:04	06:26	06:35	06:02	05:51	05:55	05:32
Average Hold Time							04:30	00:46	00:24	00:48	00:49	01:27

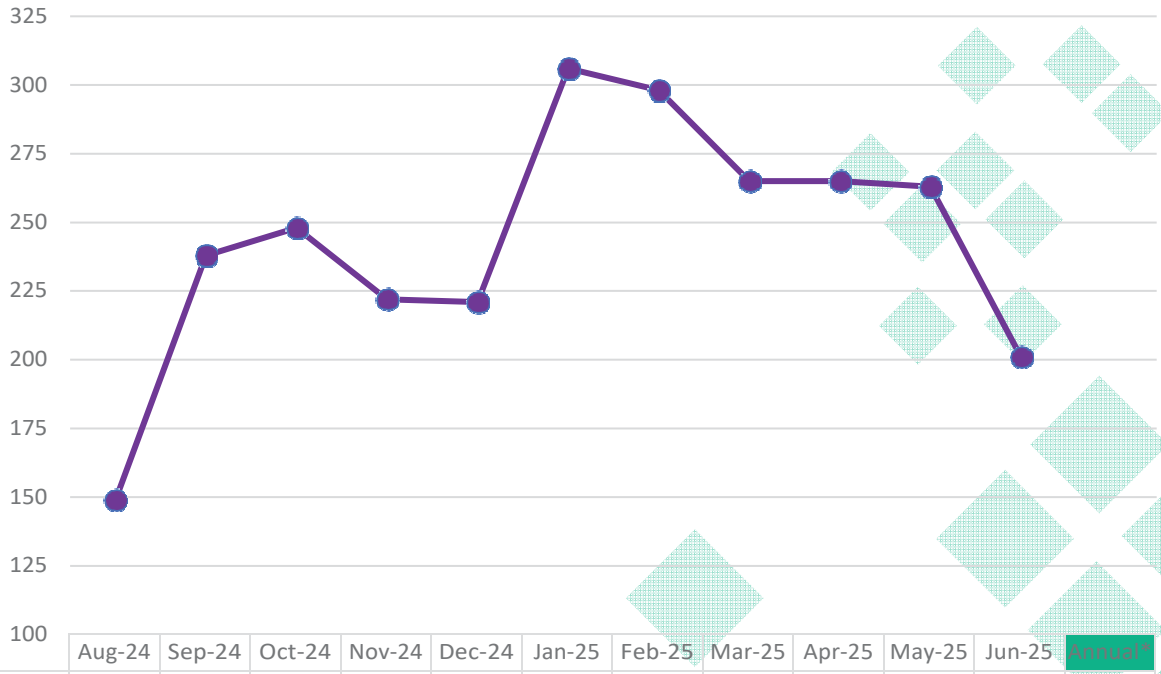
**Annual refers to 10 months-September 2024 to June 2025*

4.2 CUSTOMER WALK-IN VISITS

Figure 20 indicates I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. For Q4, 729 customers used the San Bernardino WIC, a 16% decline from 869 customers in the previous quarter. This decline represents a return to normal volumes, after the peak in January and February, as well as the impact of summer in June.

Since inception of the program, customers are almost exclusively using the Walk-In Center located in Rancho Cucamonga City Hall. Over the quarter, only 18 customers used the Irvine Walk-In Center to inquire about the I-10 EL. Only 54 customers have used the Irvine Walk-In Center since inception in July 2024.

Figure 20 – Monthly Walk-In Center Customers



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
# of Walk In Customers	149	238	248	222	221	306	298	265	265	263	201	2,676

**Annual refers to 10 months-September 2024 to June 2025*

4.3 VIOLATION NOTICES AND CA DMV HOLDS

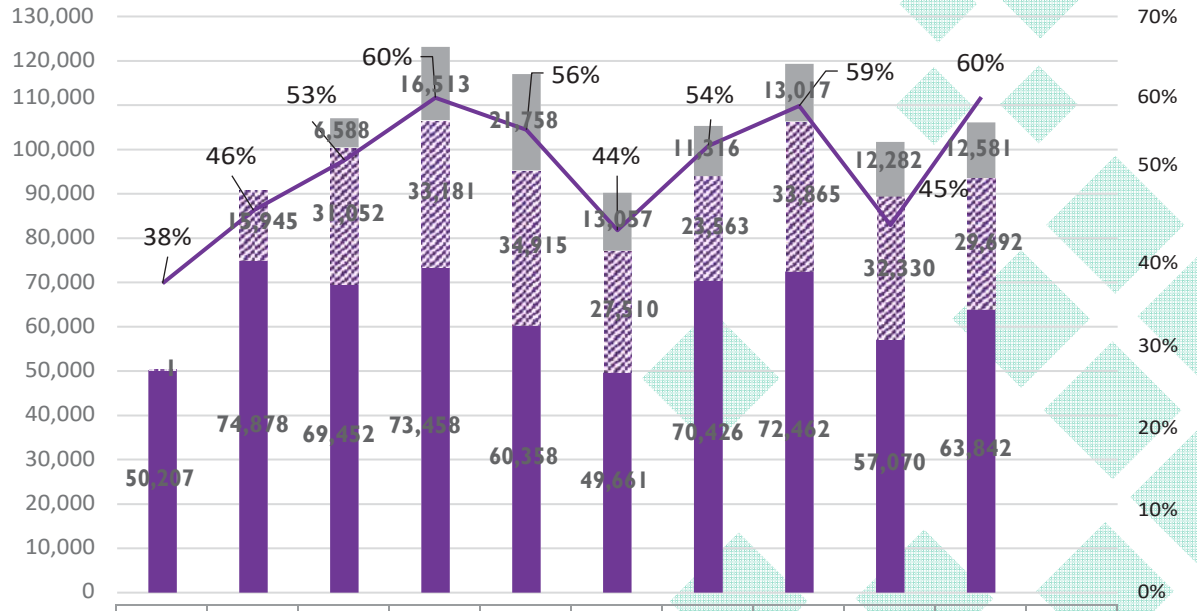
Figure 21 depicts the total number of violation notices mailed and CA DMV holds placed.

Amnesty Notices are mailed to a customer who has not previously violated on the EL. A Notice of Toll Evasion (NTEV) is mailed to customers with a new violation who have previously had a violation on the EL. A Notice of Delinquent Toll Evasion Violation (NDTEV) is sent to customers who have not paid or only partially paid an Amnesty Notice or an NTEV. A CA DMV Registration Hold is placed for customers who have not paid the NDTEV.

The number of notices mailed during Q4 increased by 9%, compared to the previous quarter. The largest portion of the increase, a 7% increase in Amnesty/NTEV notices, is slightly higher than a 3% increase in Image-Based Trips for the quarter. This is an expected variation based on fluctuations in trips per notice. The 12% increase in NDTEV Notices issued in Q4, compared to Q3, is a direct correlation to the increases in Amnesty and NTEV notices issued during the quarter (Apr-Jun) as well as in March 2025, the final month of Q3.

SBCTA began placing delinquent customers on registration hold with the CA DMV in November 2024. The number of holds has declined from the peak in January, with an average of approximately 12,500 holds per month for the last five months.

Figure 21 – Monthly Total Number of Violation Notices Mailed and CA DMV Holds Placed



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
CA DMV Holds Placed	-	-	6,588	16,513	21,758	13,057	11,316	13,017	12,282	12,581	107,112
NDTEV Notices	1	15,945	31,052	33,181	34,915	27,510	23,563	33,865	32,330	29,692	262,054
Amnesty & NTEV Notices	50,207	74,878	69,452	73,458	60,358	49,661	70,426	72,462	57,070	63,842	641,814
Amnesty & NTEV % of IBT	38%	46%	53%	60%	56%	44%	54%	59%	45%	60%	52%

**Annual refers to 10 months-September 2024 to June 2025*

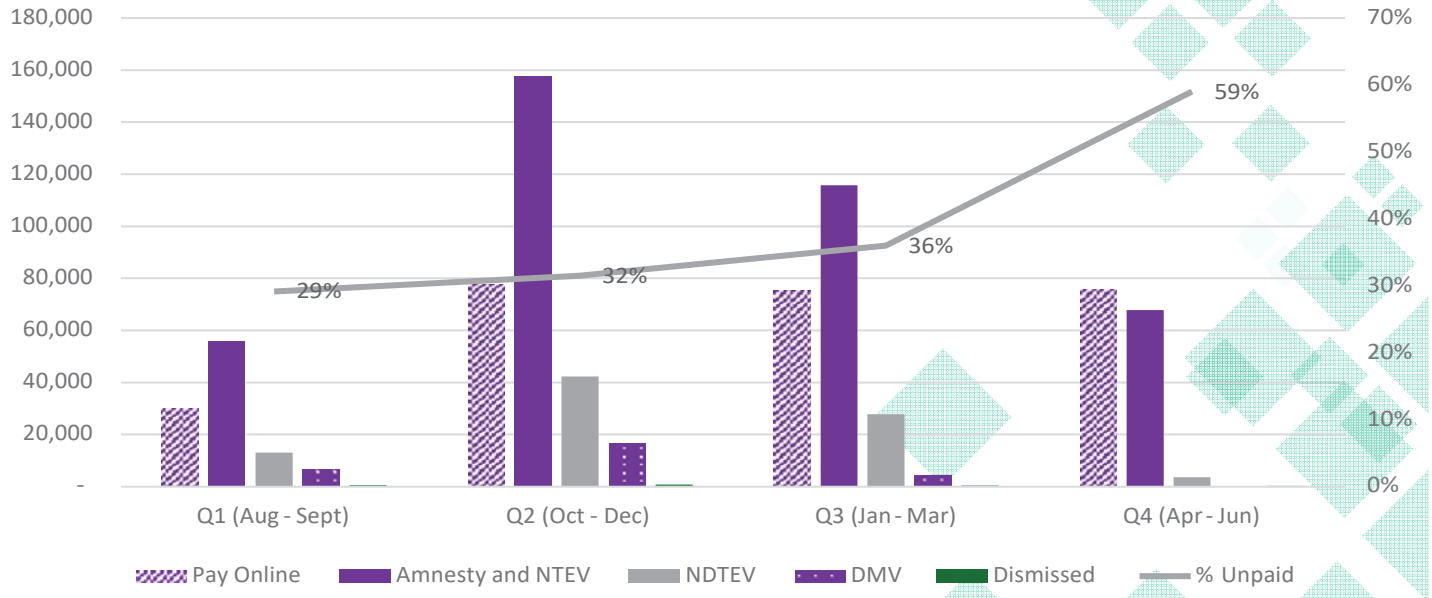
4.4 IMAGE BASED TRIP PAYMENTS

Figure 22 provides information detailing at what stage in the escalation cycle customers without FasTrak accounts are paying for their trips.

Payments received and trips dismissed through the end of June are displayed in the month of the trip, regardless of when the payment is made, or the dismissal is done. Since it takes nearly three months for a trip to be placed on DMV hold, trips for Q4 will not be paid at the DMV. Further, there is reduction in amnesty notices from Q2 to Q4 as the drivers who take advantage of amnesty often become more compliant over time, enrolling in payment programs like FasTrak or pay online to avoid future penalties. This chart also provides the total number of trips that are not yet paid as of the end of June, represented in the percentage line.

With 10 months of results, the chart begins to establish a baseline. Results can be more effectively analyzed as more months are added. As can be seen in the chart, uncollected percentage increases from 29% in Q1, to 56% in Q4. These results are expected as the older transactions have advanced further in the escalation cycle and with each passing month, the unpaid percentage of Image-Based Trips for the older months continues to decline. This is the first quarter in which the number of pay online payments exceed the number of Amnesty and NTEV payments which could mean that the Non-FasTrak customers are learning how to pay online.

Figure 22 – Quarterly Image Based Trips Payments by Escalation Level



Pay Online - Within the first 5 days of the trip, customers are offered the opportunity to Pay online followed by a 5 days grace period prior to any notices being issued. If the trip goes unpaid, the customer will be issued a violation notice.

Amnesty and NTEV - Depending on the customer's history, this notice may be an Amnesty Notice allowing the customer to pay only the toll or an NTEV that includes a $25 penalty. This notice is due within 30 days.

NDTEV - If the Amnesty or NTEV goes unpaid an NDTEV is issued with an additional $25 penalty. This notice is also due within 30 days.

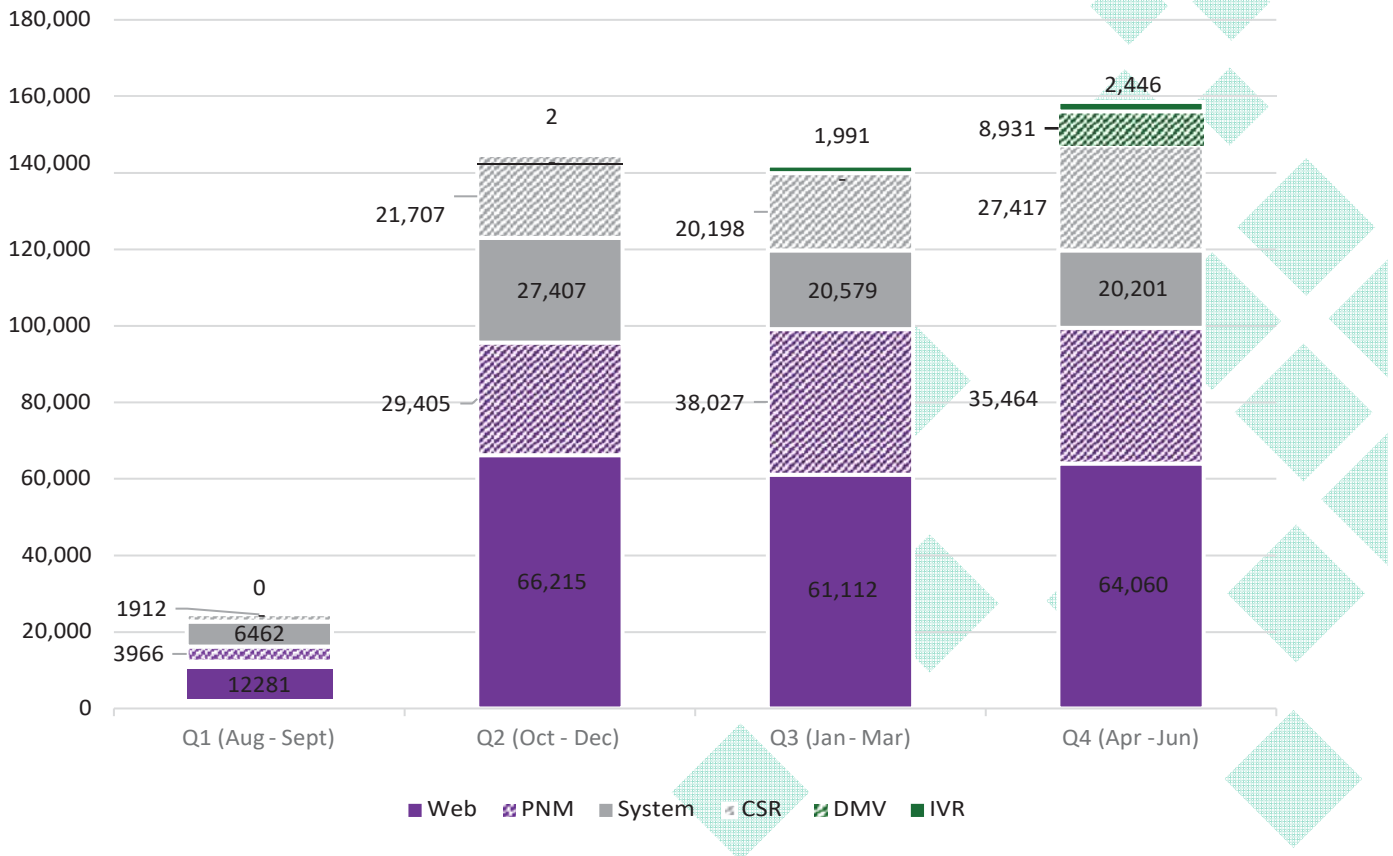
DMV - Unpaid NDTEVs will escalate to the DMV and incur a $2.00 fee per trip that is paid to the DMV for the Registration Hold.

4.5 NON-FASTRAK PAYMENTS BY CHANNEL

SBCTA provides multiple methods for Non-FasTrak customers to pay their tolls after their travel. First, customers have the option to pay on web at https://www.sbexpresslanes.com/pay-online/. Customers may also pay using the convenient Pay Near Me (PNM) service, which provides an easy way to pay a violation notice (either on an app or at a local store) using a QR code or bar code printed on the violations notice. Third, customers may call the call center and make payment through the automated Interactive Voice Response (IVR) system or through speaking with a CSR. Lastly, the customer may pay their tolls through a FasTrak account or payment plan (System). The first payments from the DMV were received June 2025.

Figure 23 provides the number of payments, by channel, over the last four quarters (by payment date). The results show that most customers choose to pay electronically, choosing to pay over the web or PNM service. During this period, 94% of all PNM transactions were electronic and the customer did not visit a physical location. It should be noted that customers choosing to call the call center are primarily making payments by speaking with the CSR, rather than use the automated IVR system. This could indicate a need for improvement to IVR system flows to encourage use of the automated system and reduce the burden on call center staff.

Figure 23 – Quarterly Non-FasTrak Payments by Channel (Payment Date)



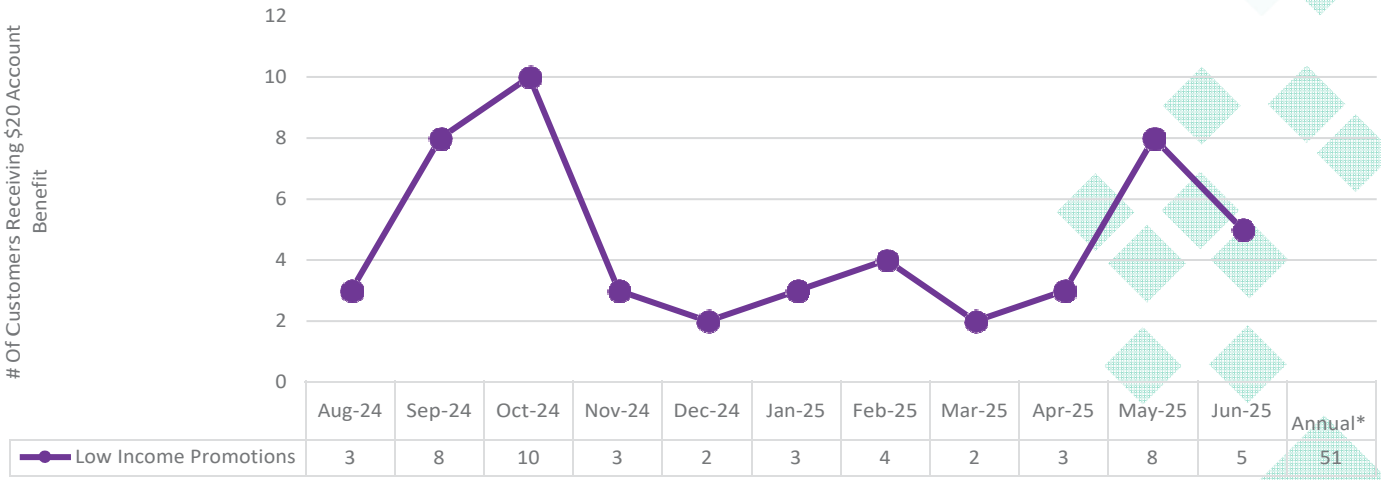
4.6 EQUITY

SBCTA provides equity programs for low-income households and disabled veterans residing in San Bernardino County.

Figure 24 demonstrates the number of customers that received the $20 low-income benefit since launch of the equity programs. There have been 51 low-income accounts opened since the opening of the EL In Q4, there were 16 new customers approved for the program, an increase from 9 in the previous quarter.

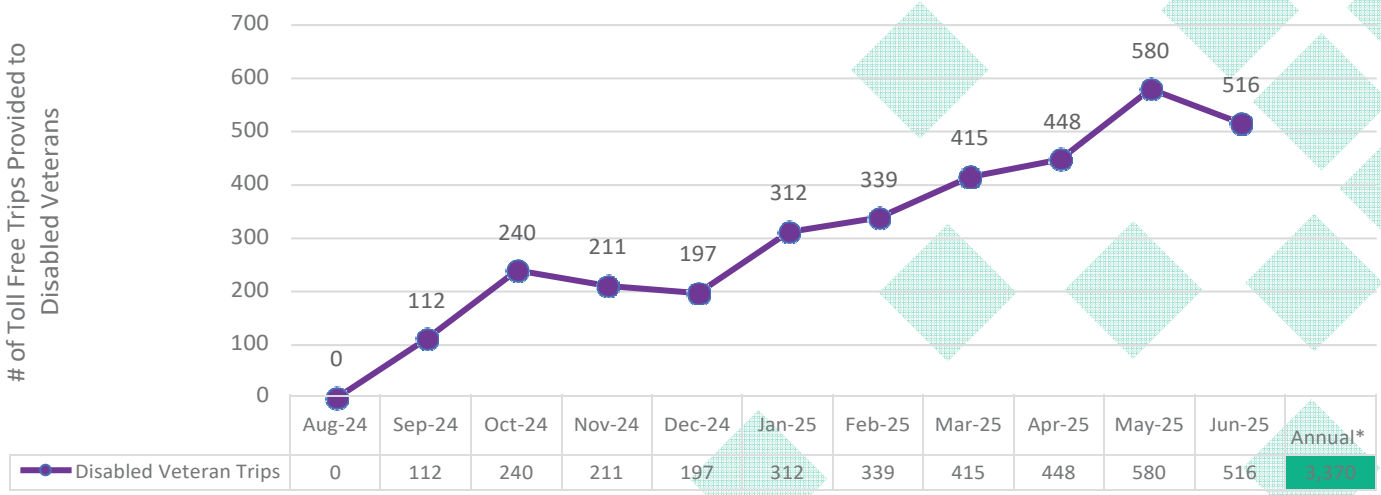
Figure 25 depicts the number of Non-Tolled trips taken under the Disabled Veteran Discount Program. Trips increased 37% from Q3 and are consistent with the positive trendline.

Figure 24 – Monthly Low Income Promotions



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Low Income Promotions	3	8	10	3	2	3	4	2	3	8	5	51

Figure 25 – Monthly Disabled Veteran Trips



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Disabled Veteran Trips	0	112	240	211	197	312	339	415	448	580	516	3,370

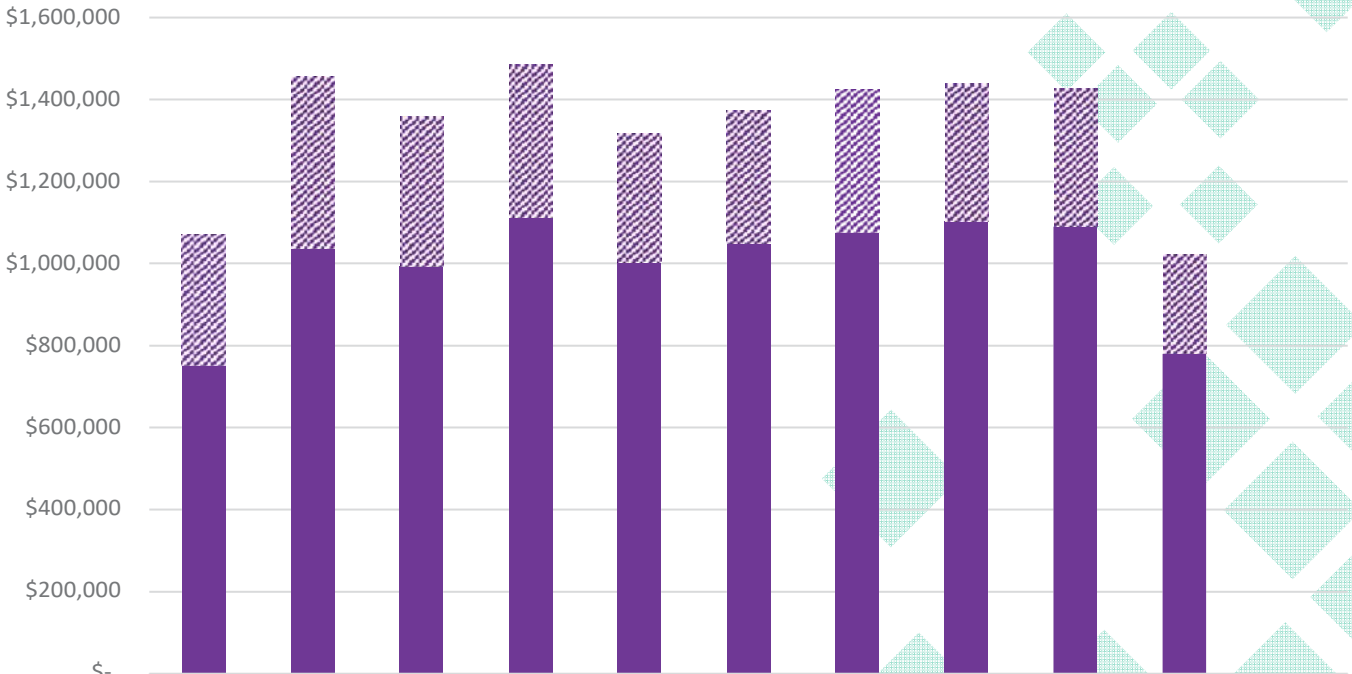
**Annual refers to 10 months-September 2024 to June 2025*

5.1 REVENUE

Gross Potential Revenue (GPR) is the revenue that is expected to be collected after considering toll adjustments that are made by the CSC, representing the amount of revenue that would be collected by SBCTA if all customers paid the posted toll amount. GPR is calculated as Expected Revenue adjusted for Vtolls (trips initially billed as Non-FasTrak but then later charged to a FasTrak account) and other adjustments at the CSC. GPR is generally less than Expected Revenue because Vtolls are predominantly movement from Non-FasTrak to FasTrak, which results in a reduction in toll amount. Toll adjustments, when made, are always downward resulting in reduction in the toll amount. Most Vtolls and adjustments will be made within the first 90 days of a trip, therefore the figures below are updated each month for the current month and two months retroactively.

Figure 26 reflects that GPR (total FasTrak and Non-FasTrak) of $1.02 million (FasTrak: $780K + Non-FasTrak: $242K) for the month of June 2025 is 29% ($410K) lower than May 2025 GPR of $1.43 million. The reduced revenue is commensurate with the reduction in traffic caused by seasonal variation.

Figure 26 – Monthly Gross Potential Revenue over months by FasTrak and Non-FasTrak



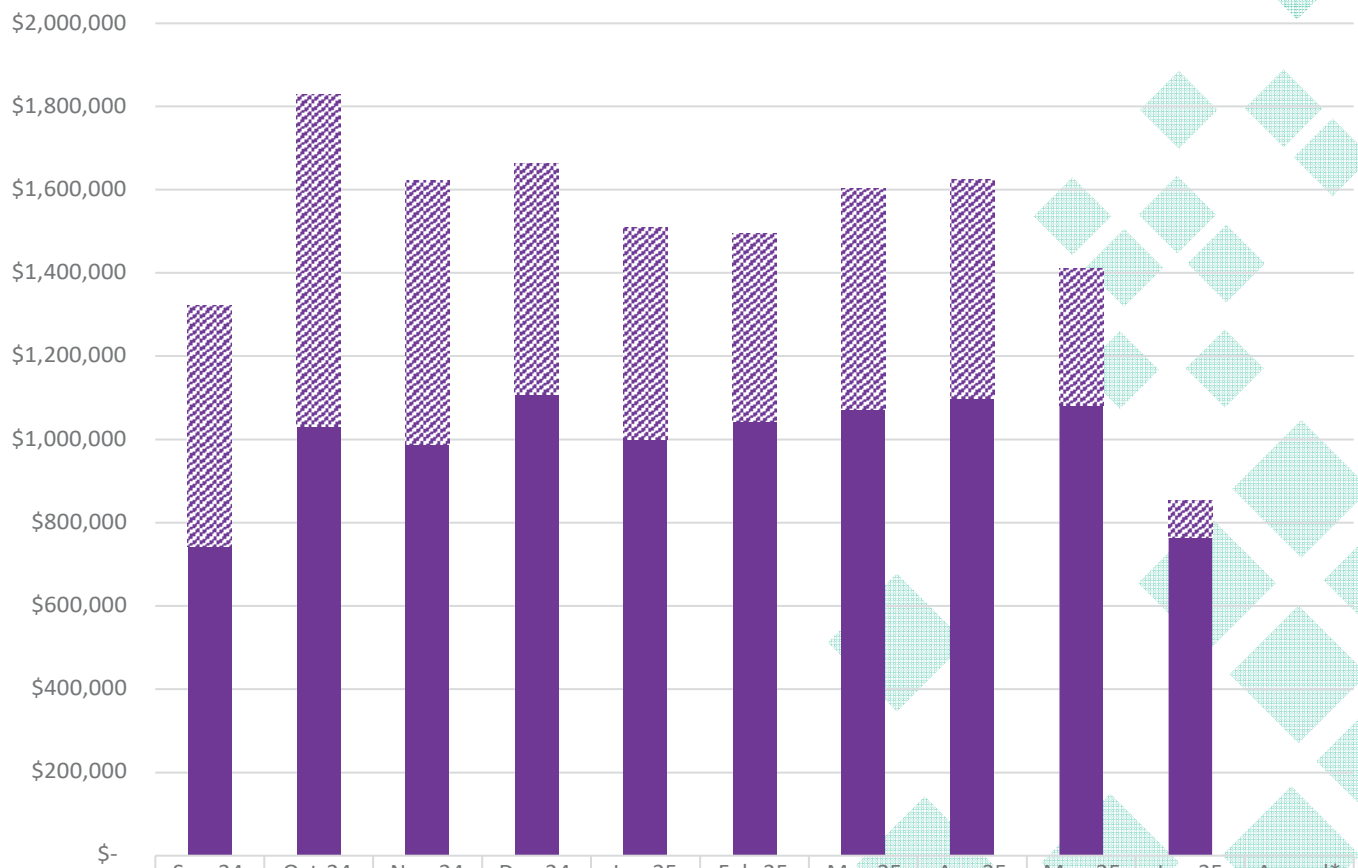
	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Non-FasTrak	$322 K	$420 K	$367 K	$373 K	$316 K	$326 K	$351 K	$337 K	$340 K	$242 K	$3.4 M
FasTrak	$751 K	$1.04 M	$993 K	$1.11 M	$1.00 M	$1.05 M	$1.08 M	$1.10 M	$1.09 M	$780 K	$10.1 M
Total	$1.07 M	$1.46 M	$1.36 M	$1.49 M	$1.32 M	$1.37 M	$1.43 M	$1.44 M	$1.43 M	$1.02 M	$13.5 M

Annual refers to 10 months-September 2024 to June 2025

Figure 27 reflects actual toll, fee and penalty revenue, which is comprised of payments received from customers and posted to accounts. Inception-to-date, Actual Revenue is 112% of Gross Potential Revenue as a result of the collection of violation penalties and fees. While this is a positive revenue trend, the cost to collect violation tolls and penalties is exponentially higher than FasTrak trips, therefore continued efforts should be made to help customers realize the value of becoming FasTrak customers.

The June data shows a significant drop in actual (paid) revenue from previous months for two reasons: first, paid revenue is normally lower in more recent months as a result of certain customers (primarily Non-FasTrak) paying following their trip, and second, a drop in traffic and congestion levels related to normal seasonal fluctuations during the summer months.

Figure 27 – Monthly Actual (Paid) Revenue over months by FasTrak and Non-FasTrak

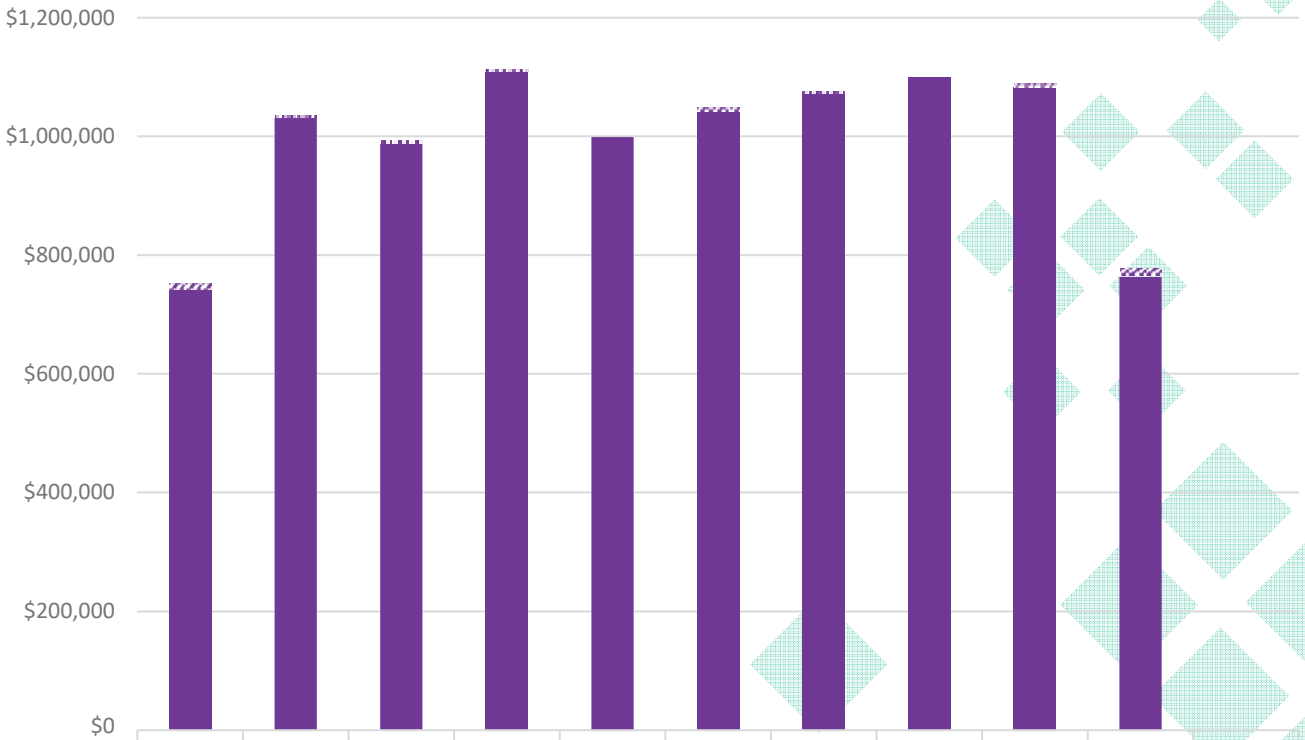


	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Non-FasTrak	$579 K	$797 K	$632 K	$555 K	$510 K	$451 K	$531 K	$526 K	$330 K	$91 K	$5.1 M
FasTrak	$742 K	$1.03 M	$989 K	$1.11 M	$1.00 M	$1.04 M	$1.07 M	$1.10 M	$1.08 M	$764 K	$10.0 M
Total	$1.32 M	$1.83 M	$1.62 M	$1.66 M	$1.51 M	$1.49 M	$1.60 M	$1.62 M	$1.41 M	$855 K	$15.1 M

**Annual refers to 10 months-September 2024 to June 2025*

Figure 28 represents actual FasTrak revenue which is the amount posted to FasTrak accounts. FasTrak accounts in California are primarily prepaid or held by customers with a positive history of post-payments. For this reason, the vast majority of FasTrak revenue is deemed collectable. For the month of June 2025, $764K of FasTrak tolls have been paid, representing 98% of FasTrak GPR ($780K). For prior months, over 99% of FasTrak tolls have been paid. The FasTrak revenue in June was lower which commensurate with the reduction in traffic caused by seasonal variation.

Figure 28 – Monthly FasTrak Revenue



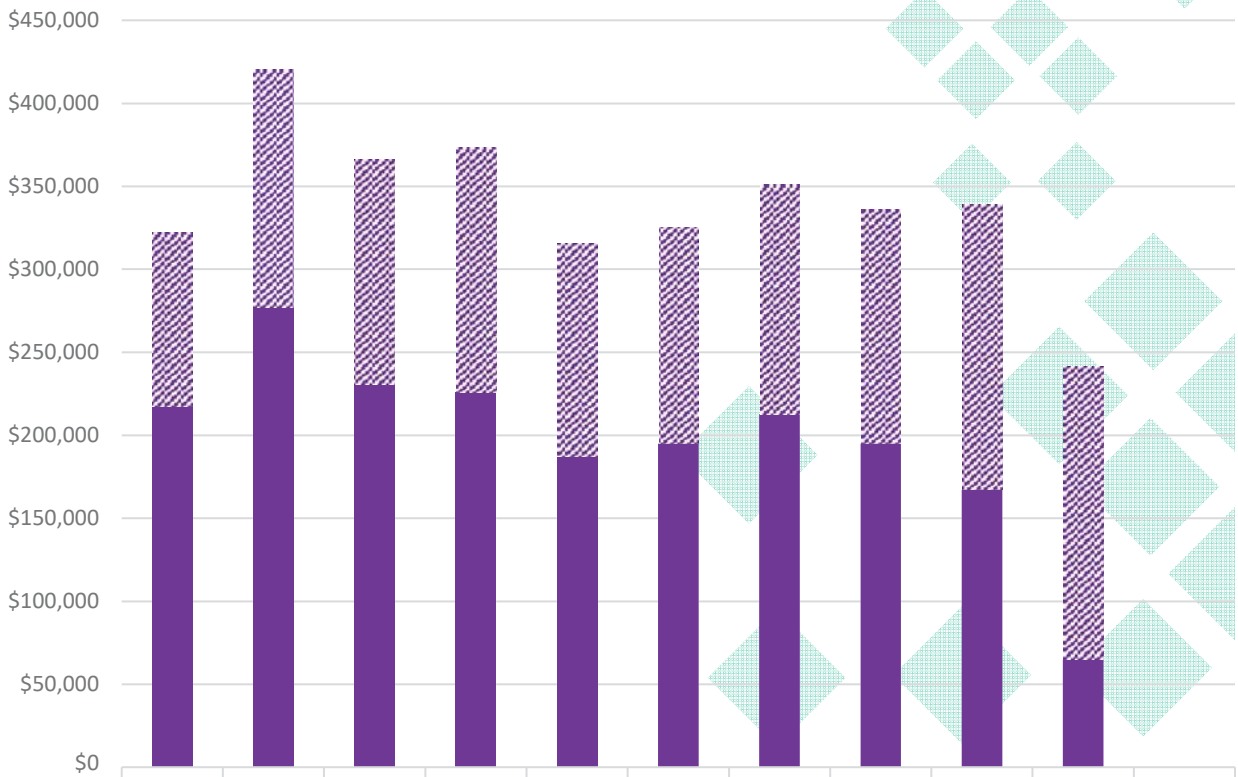
	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Outstanding FasTrak	$9 K	$5 K	$4 K	$5 K	$3 K	$6 K	$3 K	$4 K	$8 K	$16 K	$64 K
Paid Revenue FasTrak	$742 K	$1.03 M	$989 K	$1.11 M	$1.00 M	$1.04 M	$1.07 M	$1.10 M	$1.08 M	$764 K	$10.0 M

**Annual refers to 10 months-September 2024 to June 2025*

Figure 29 presents the Non-FasTrak revenue which represents the value of tolls that have been sent to the CSC for billing that are not associated with a valid FasTrak account. Payment of these tolls is less assured because these trips are not associated with an account. Customers have 10 days to pay for these trips before being escalated through a violation process, where penalties up to $50 per trip can be incurred. Although not all tolls will be collected, because of the associated penalties revenue from IBT trips, many agencies end up collecting violation revenues (inclusive of penalties) close to the amount of the toll incurred. The time it takes to collect these tolls is much longer than FasTrak trips.

Most of this revenue will be collected in the first 60 to 90 days but some tolls may take as long as three years to collect. For the month of June 2025, $65K of Non-FasTrak tolls have been paid, representing 27% of Non-FasTrak GPR ($242K). The Non-FasTrak revenue in June was lower due to reduction in traffic caused by seasonal variation and the impact of Non-FasTrak customers paying over time; there will be an increase in Non-FasTrak revenue as customers pay violation notices.

Figure 29 – Monthly Non-FasTrak Revenue



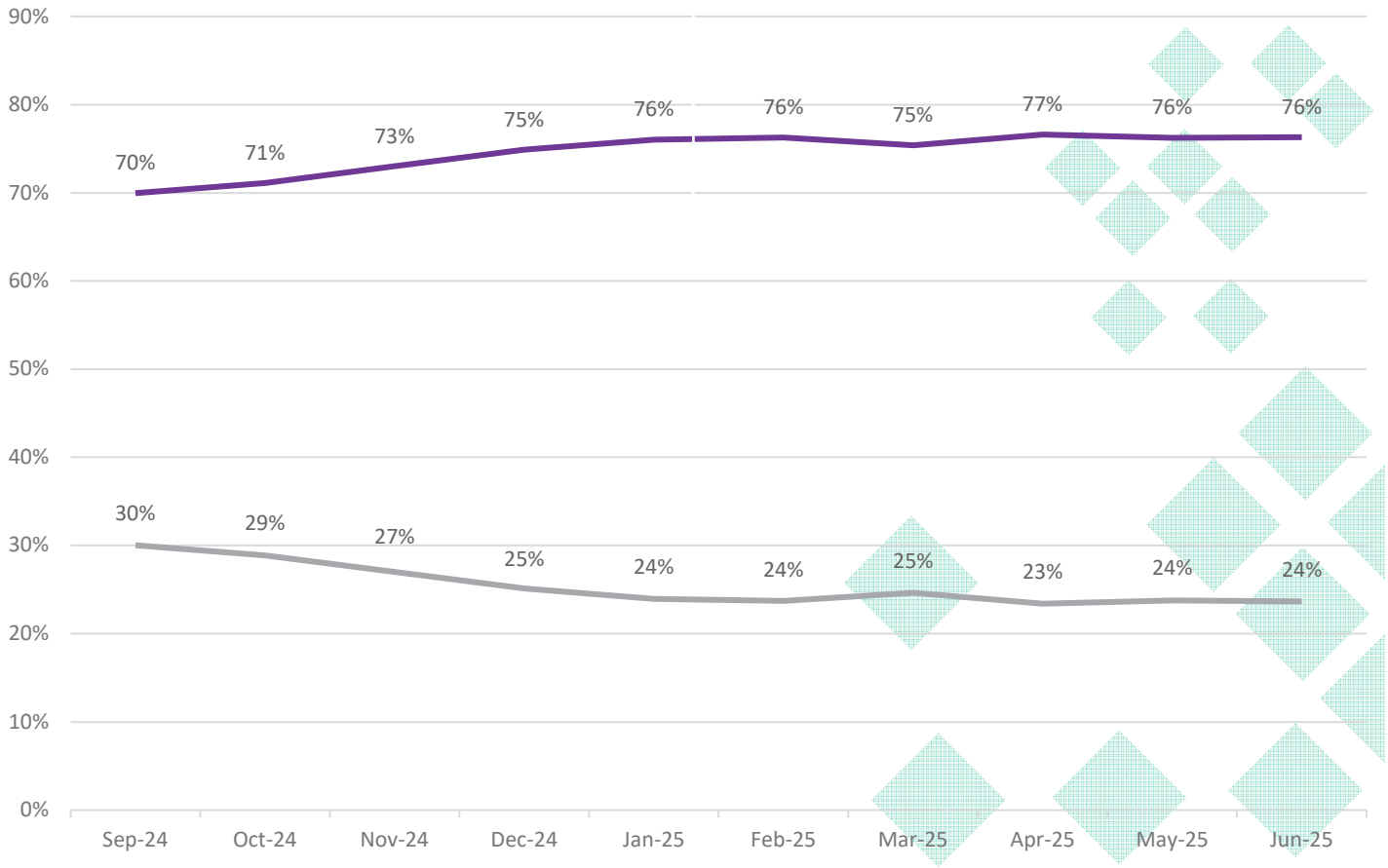
	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Outstanding Non-FasTrak	$105 K	$143 K	$136 K	$148 K	$128 K	$131 K	$138 K	$142 K	$173 K	$177 K	$1.4 M
Paid Revenue Non-FasTrak	$218 K	$277 K	$231 K	$226 K	$187 K	$195 K	$213 K	$195 K	$167 K	$65 K	$2.0 M

**Annual refers to 10 months-September 2024 to June 2025*

Figure 30 presents GPR split between FasTrak and Non-FasTrak. As a percentage of GPR, FasTrak trips represent 70-77% of GPR on a monthly basis. The split between FasTrak and Non-FasTrak trips described earlier in this report (Figure 6) differs from the split between FasTrak and Non-FasTrak revenue because of the impact of Non-Tolled trips (23% in Q4). Most Non-Tolled trips are FasTrak. Additionally, the toll differential has a small impact on the mix of FasTrak vs. Non-FasTrak trips as compared to the mix of revenue.

FasTrak trips as a percentage of Gross Potential Revenue is trending positively over time as more customers become familiar with the facility and realize the benefits of being a FasTrak customer. Ideally, SBCTA can shift more customers to FasTrak, as collectability, cost to collect and speed to collect are all significantly better for FasTrak trips vs. Non-FasTrak trips.

Figure 30 – Monthly GPR Split between FasTrak and Non-FasTrak

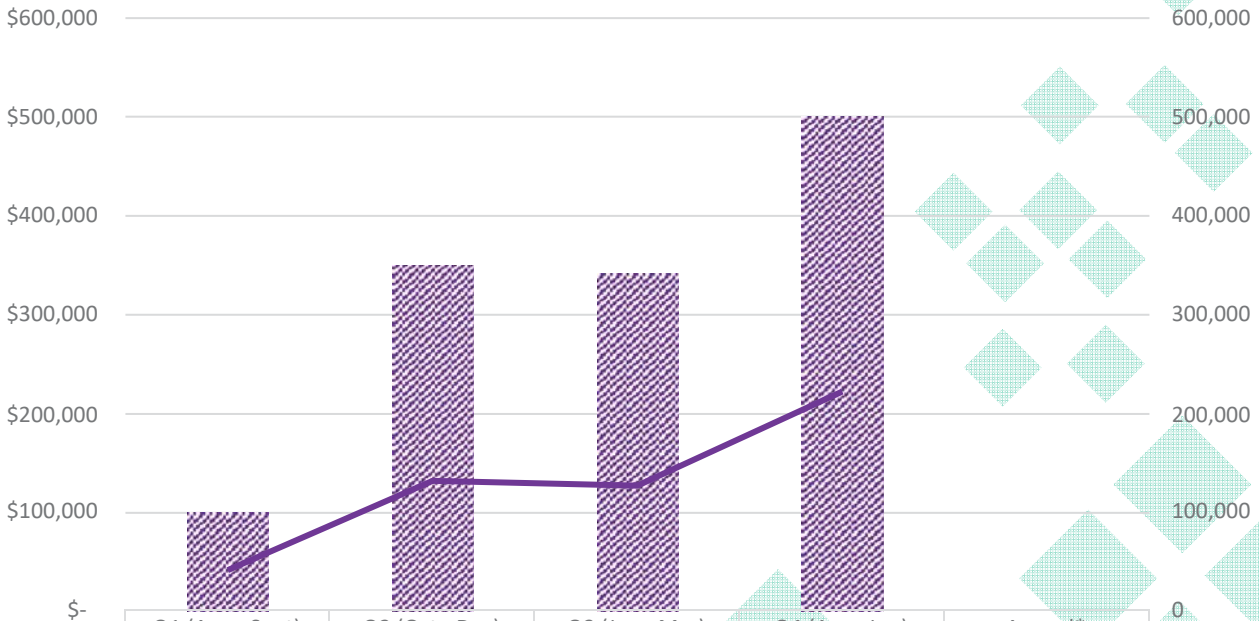


5.2 ACCOUNTS RECEIVABLE

Accounts receivable is comprised of unpaid tolls. **Figure 31** present the trip counts and amounts receivable from different violation categories. It should be noted that the amounts receivable in the "Not Noticed" category do not include violation penalties. Amounts receivable in all other categories are inclusive of penalties.

Unpaid tolls include trips that have not been noticed; there is no penalty associated with trips that have not been noticed. As of the end of June 2025, tolls accounts receivable is $1.295 million.

Figure 31 – Quarterly Accounts Receivable Accounts and Amounts

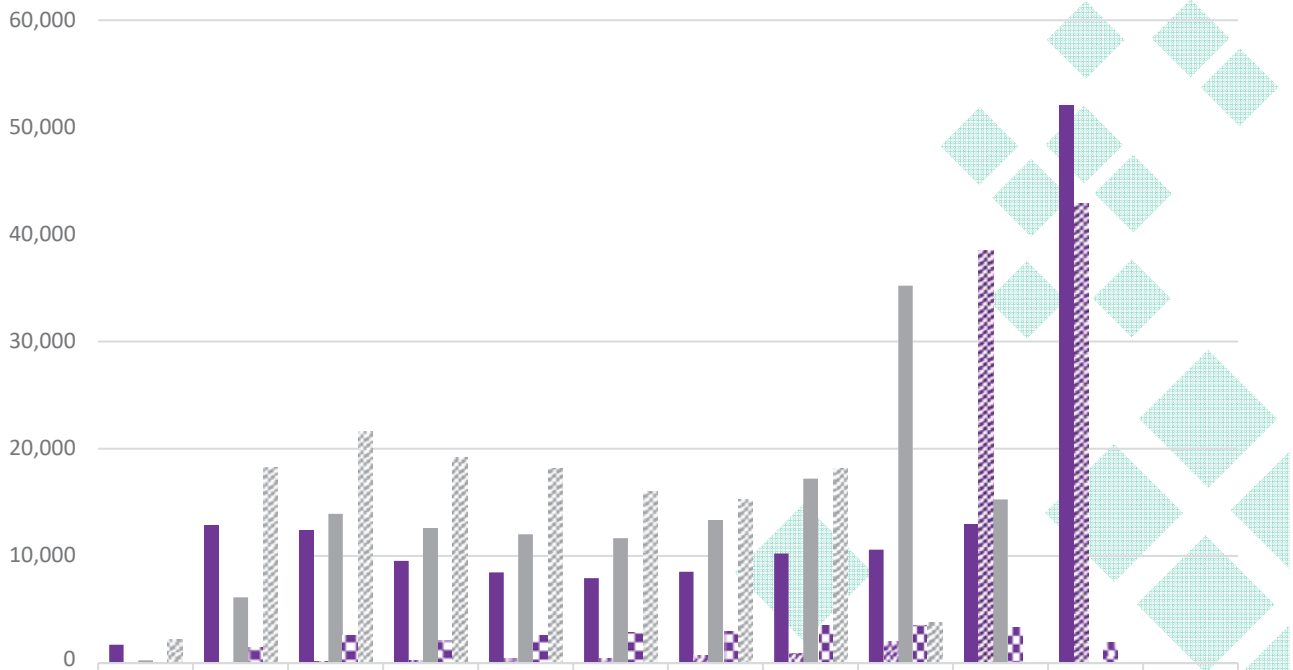


	Q1 (Aug - Sept)	Q2 (Oct - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)	Annual*
A/R Amt - Tolls	$100,725	$350,353	$342,523	$500,909	$1,294,509
Trip Counts - Tolls	42,049	132,376	127,566	222,410	524,401

**Annual refers to 10 months-September 2024 to June 2025*

Figure 32 illustrates uncollected trips (accounts receivable) by trip date as of the end of June 2025. As anticipated, recent months show a higher volume of uncollected trips due to customers' staggered payment schedules. Following the trip date, a minimum of two days is required before trips enter the billing and escalation process for payment. TCA FasTrak trips are settled promptly, with CTOC Agency FasTrak trips typically paid within days or weeks. Non-FasTrak trips paid online are generally settled within the first week, whereas violation trips tend to have longer payment timelines. Although many violation trips are paid within 30 to 60 days after the trip date, the collection cycle, which includes DMV holds and Franchise Tax Board intercepts, can extend revenue collection over several months or even years. SBCTA can consistently expect this graph to show a sharp increase in recent months, as most trips in the final days of any reporting period have yet to enter the billing and escalation process. As the escalation progresses, trips from later months will transition from "Not Noticed" to "First Notice," then from "First Notice" to "Second Notice," and so on.

Figure 32 – Monthly Uncollected Trips



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Annual*
Not Noticed	1,726	12,863	12,390	9,528	8,455	7,917	8,530	10,241	10,592	12,939	52,104	147,285
First Notice	17	92	212	286	388	506	787	1,050	2,028	38,636	42,966	86,968
Second Notice	245	6,145	13,925	12,574	12,008	11,651	13,330	17,221	35,233	15,262		137,594
Pending Collection	95	1,598	2,669	2,124	2,671	2,943	3,020	3,559	3,616	3,441	1,908	27,644
DMV Hold	2,278	18,334	21,673	19,221	18,245	16,090	15,279	18,206	3,814			133,140

**Annual refers to 10 months-September 2024 to June 2025*

Minute Action

AGENDA ITEM: 10

Date: September 3, 2025

Subject:
Release Request for Proposals No. 25-1003322 for Third-Party Administrator and Incident Management Services

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

Authorize the release of Request for Proposals No. 25-1003322 for Third-Party Administrator and Incident Management Services.

Background:
San Bernardino County Transportation Authority and San Bernardino Council of Governments (SBCTA/SBCOG) currently utilize the services of a third-party administrator (TPA) to facilitate, manage, and adjust general liability claims, property loss claims, as well as incident management services. The current contract is due to expire on December 31, 2025. SBCTA/SBCOG intend to continue utilizing the same services outlined below.

The TPA will be responsible for the following:

- Program management by providing professional and technical staff to perform General Liability and Property Claims administration.
- Represent SBCTA/SBCOG in all matters related to the set-up, investigation, adjustment, processing, negotiation, and resolution of claims against SBCTA/SBCOG.
- Administer claims and suits filed against SBCTA/SBCOG through a proactive manner and maintaining detailed information about each file.
- Managing critical incidents as determined by SBCTA/SBCOG with 24 hour/7 day per week availability.
- Conducting investigations, on an as-needed basis as determined by SBCTA/SBCOG, to collect information regarding claims, suits, or incidents; and when needed, enlist the assistance of specialists and experts.
- Manage the litigation process once a claim has become litigated by the claimant and maintain liaison with, and take direction from, SBCTA/SBCOG General Counsel.
- Operate and manage a “trust fund” in order to cover payments and reimbursements applicable to SBCTA/SBCOG’s self-insured General Liability program.
- Establish and maintain a system to retain records in compliance with SBCTA/SBCOG’s Records Management and Retention Policy No. 10105 and make them available upon request.

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

The contract, if awarded, will secure services for a three-year term with the option of two one-year extensions.

Pursuant to SBCTA/SBCOG's Contracting and Procurement Policy No. 11000, SBCTA/SBCOG is required to award these types of contracts on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of services at a fair and reasonable price to SBCTA/SBCOG. Such selection shall take into consideration price, prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

Financial Impact:
Third-Party Administrator and Incident Management Services are included in the adopted Budget for Fiscal Year 2025/2026 and funding will be determined based on the claims received.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:
Iain MacMillan, Assistant General Counsel

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

RFP 25-1003322
ATTACHMENT "A"
SCOPE OF WORK

The Consultant is to provide San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG) with the following services:

Program Administration

1. The Third Party Administrator (TPA) shall be a fully and appropriately licensed adjusting firm in the State of California.
2. Provide professional and technical staff to perform General Liability and Property Claims Administration services with the assignment of qualified personnel, including at least one principal claims examiner, to efficiently and effectively meet the scope of work listed in this section. Such assignment shall be subject to approval by SBCTA/SBCOG. The designated adjuster must have at least five (5) years of experience adjusting California General Liability Claims with an organization of similar size, complexity, and responsibilities as SBCTA/SBCOG. The adjuster must be state certified to administer property and casualty claims and experienced with the Government Claims Act.
3. Represent SBCTA/SBCOG in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of liability claims against SBCTA/SBCOG.
4. Inform SBCTA/SBCOG of changes or proposed changes in statutes, rules and regulations and any other case law affecting its General Liability and Property Programs.
5. Provide information and guidance regarding the General Liability and Property claims program and specified claims.
6. Provide copies of file correspondence and documentation as requested by SBCTA/SBCOG.
7. Inform SBCTA/SBCOG of problem areas and/or trends, both potential and perceived, and provide recommendations and/or solutions to address problem areas and/or trends.
8. Attend appointments, including but not limited to: meetings, conferences, Court appearances and scene investigations at the request of SBCTA/SBCOG.
9. Provide 24-hour on-call service by providing the SBCTA/SBCOG with contact information for Key Personnel. This may include, but is not limited to, responding to an incident scene and/or conducting investigations.
10. Conduct risk management-related seminars for department heads and/or SBCTA/SBCOG staff at the request of SBCTA/SBCOG.
11. In coordination with SBCTA/SBCOG, attempt to settle or recommend the rejection of claims.

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12. Prepare necessary reports of claims filed for SBCTA/SBCOG's primary and excess carriers.
13. Establish and maintain a file for each claim and potential claim reported as an incident.
14. Prepare a Monthly Status Report on all claims including litigated claims. The report can be submitted in any readable format, provided that each report also be submitted in Microsoft Excel format. Copies of the report shall be furnished to both SBCTA/SBCOG General Counsel and Risk Manager, within twenty (20) days of the close of each calendar month. The Monthly Status Report shall include, but is not limited to, the following:
    a. The details of each claim
        i. Including a list of all claims segregated by policy year showing the following:
            1. policy year, case number, claimant's name, cause of loss description, date of loss, type of loss, status, losses paid to date, reserves, and total incurred; the outstanding reserves of each claim and detail of all claim payments during the month; investigative costs; claims opened and closed during the month; and any active litigation.
15. Consultant shall submit periodic statistical and fiscal summaries to assist in the evaluation of SBCTA/SBCOG's program.
16. Consultant shall complete an annual review of all open cases and cash reserves for appropriateness, reconcile or correct any data base/coding entries, and provide SBCTA/SBCOG with a report of findings by April of each year.
17. Consultant shall submit claim reports formatted pursuant to SBCTA/SBCOG's request for actuarial reports, claim audits, and surveys.
18. Consultant shall submit samples of its regular monthly, quarterly, semiannual, annual computer runs and reports and provide an index of all available computer reports.
19. Consultant shall ensure a smooth transition of administrative services and claims history from the current contractor and to any subsequent contractors.

Claims Administration

Consultant shall provide administrative services that include, but are not limited to, for existing and new claims:

1. At the direction of SBCTA/SBCOG, claimants or their attorneys will be contacted promptly, and appropriate contact will be maintained until the claim is closed. Claimants or their attorneys will receive a telephone call from Consultant or have a contact letter mailed to them from Consultant within 48 hours of receipt of claim by Consultant.
2. Obtain estimates of automobile damage when appropriate.

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3. Review the status of claims and adequacy of reserves on all active cases at least every 60 days.
4. Provide first investigative, written report to General Counsel and Risk Management within thirty (30) days of receipt of claim.
5. Provide narrative reports when recommending rejection or settlement of a claim, when a claim is going to trial, or when any other significant events have occurred or will occur. Reports must be clear and concise.
6. Negotiate settlements for submittal to the General Counsel and Risk Manager for SBCTA/SBCOG approval.
7. All files will be diarized at appropriate intervals to allow for timely completion of required activity(ies).
8. Content of all files will be in chronological order with correspondence in the designated section.
9. Files will clearly and concisely document action taken on the claim.
10. Telephone calls will be returned within 24 hours. If the staff member called is not available within this timeframe, another designated staff member will return the call.
11. Review all new claims for liability and provide an assessment of liability to SBCTA/SBCOG no later than thirty (30) days from receipt of loss notice to SBCTA/SBCOG.
12. Identify and notify possible co-defendants.
13. Tender claims to other potentially responsible parties.
14. Process all claims in accordance with SBCTA/SBCOG's instructions and policies.
15. Have translators or translator services available to assist with non-English speaking claimants and/or witnesses.
16. Maintain a procedure to alert necessary persons of important dates with respect to the claims.
17. If the possibility of subrogation exists, place the tortfeasor on notice of SBCTA/SBCOG's subrogation rights and work with Risk Management and/or the SBCTA/SBCOG General Counsel's Office to draft legal documents to recover monies spent on a claim.
18. Report to SBCTA/SBCOG's general liability and property insurance carrier(s) in accordance with policy provisions.
19. Comply and meet with any insurance carrier claims administration requirements.
20. Handle claim to conclusion and obtain all appropriate releases and 1099 forms.
21. Provide SBCTA/SBCOG personnel, including but not limited to the Risk Managert and General Counsel, access to the Consultant's Risk Management Information System

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(RMIS) or other record keeping database. This access shall be accompanied by training for such system.

Incident Management

1. SBCTA/SBCOG desires the Consultant to maintain the capability to respond to a critical incident as determined by SBCTA/SBCOG. Consultant shall be available in person on a 24/7 basis to represent the best interests of SBCTA/SBCOG in the case of emergency and/or catastrophic claims incidents.
2. As such, the Consultant shall maintain the following resources:
    a. Establish an emergency toll free telephone number for SBCTA/SBCOG to contact the Consultant's Incident Manager (IM).
    b. The IM shall have at least 10+ years' experience and be conveniently located to the areas in which SBCTA/SBCOG manages projects or engages in work.
3. The Consultant's IM shall respond to the critical incident, on site. The duties of the IM shall include but not be limited to:
    a. Site Assessment
    b. Photograph Site
    c. Witness Canvassing
    d. Record statements from witnesses and/or potential claimants
    e. Photograph any alleged third party damage
    f. Endeavor to represent SBCTA/SBCOG in a manner designed to create and/or maintain goodwill
    g. Provide written report on situation/activities/results
4. Consultant shall provide the following services:
    a. Receive and review SBCTA/SBCOG incident reports detailing property and liability or potential liability incidents.
    b. Maintain a file of each incident reported to Consultant and estimate potential financial reserves for such incidents. Conduct investigations as directed by SBCTA/SBCOG and including, but not limited to, those listed under the investigations section below.

Investigations

1. Within ten (10) days of receipt of claim, unless otherwise requested by the General Counsel or Risk Manager, take statements of facts from claimants not represented by an attorney. Statements will be preserved by recording or taking handwritten, signed statements.
2. Further investigate claims where the initial review indicates that it is warranted. Further investigation may include, but is not limited to: on-site investigation, non-commercial

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photographs, interviewing witnesses and taking signed or recorded statements, verification of damage or loss, taking measurements, obtaining maps/diagrams from the SBCTA/SBCOG or other sources, obtaining medical releases, police reports, internal operations investigations, paramedic reports, marine safety department reports, building permits, or other records as required.

3. Obtain approval from SBCTA/SBCOG before engaging the services of an outside vendor for an investigative assignment. These services include, but are not limited to, property damage evaluation including real property, vehicles, or other property, professional photography, delivery services, independent medical examinations, laboratory services, prior preparation, and professional engineering services, including but not limited to map preparation, accident reconstruction, material analysis, and evaluation of premises.
    a. SBCTA/SBCOG shall approve, at their sole discretion, all requests needed for extraordinary investigative services; SBCTA/SBCOG shall authorize payment by the Consultant for such services via the Trust Account as described below.
    b. SBCTA/SBCOG will not be obligated to pay for any such allocated expenses and extraordinary investigative costs unless Consultant has received prior written approval from General Counsel or the Risk Manager.
4. Consultant shall investigate all incidents, prepare notice of claim letters to third parties, and forward SBCTA/SBCOG invoices for damages to third parties for subrogation. Copies of all correspondence with third parties shall be sent to SBCTA/SBCOG General Counsel and Risk Manager. Consultant shall notify SBCTA/SBCOG General Counsel and Risk Manager on outstanding claims items, and advise on all claims in order to comply with the government tort claims act.
5. Following the investigation of each incident, Consultant shall determine the extent of liability by SBCTA/SBCOG and third parties. Consultant shall negotiate settlements with concurrence with SBCTA/SBCOG General Counsel and follow Policy 10006 for approvals of settlements and payment.
6. If an attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement.
7. Report all bodily injury claims to Index Bureau. Conduct Index Bureau searches for repeat claimants. Conduct additional Index Bureau searches at request of the SBCTA/SBCOG.

Litigation Management

Once a claim becomes litigated, Consultant shall end all negotiation with a third party claimant or designated representative except as authorized in writing by claimant's counsel and approval by SBCTA/SBCOG General Counsel.

Consultant shall, however, provide Litigation Management services that include, but are not limited to the following:

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1. Provide SBCTA/SBCOG General Counsel's Office with transmittal letter outlining the status of the case, results of investigations, primary issues, requested action, a complete copy of the file and any documentation within fourteen (14) days of receipt of lawsuit with a copy to the General Counsel and Risk Manager.
2. Maintain liaison with the SBCTA/SBCOG General Counsel's Office and defense counsel and provide such investigation as required during the entire litigation process, including but not limited to: additional investigations for pretrial and trial that may be requested by either the SBCTA/SBCOG General Counsel's Office or defense counsel.
3. Obtain written approval, via email or otherwise, from SBCTA/SBCOG prior to agreement or settlement or payment. Depending on the amount of settlement, Board approval may be required.
4. Obtain a fully executed release of liability and request for dismissal for all settlements, prior to payment.
5. Attend Settlement Conferences, mediation or arbitrations as requested.
6. Assist the SBCTA/SBCOG General Counsel and defense counsel in preparing and/or answering discovery as requested.
7. Assist SBCTA/SBCOG personnel in Small Claims Court actions filed by and against SBCTA/SBCOG, including but not limited to: obtaining witness information, evidence, assistance in preparing the case for trial, and appearance at the trial if deemed necessary by SBCTA/SBCOG.

Funding Claims

Consultant shall confirm its ability to adhere to SBCTA/SBCOG's Trust Fund program and process as described below:

1. SBCTA/SBCOG maintains a federally insured checking account (Trust Fund) to cover payments and reimbursements applicable to its self-insured General Liability program. The Trust Fund shall list the name of the Consultant as agent of SBCTA/SBCOG. Deposits shall be made by SBCTA/SBCOG to the account as required to ensure that funds are available for payment of claims for settlement and allocated loss expenses upon presentation of check or warrant. The Consultant shall provide the bank checks stock. Checks shall be protected with state of the art security features. Consultant shall not draw on the Trust Fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses. Approval from SBCTA/SBCOG's Chief Financial Officer is required, per SBCTA/SBCOG Board of Directors Policy No. 10006, prior to issuance of any checks. All interest earned in SBCTA/SBCOG Trust Fund shall accrue to SBCTA/SBCOG benefit.
2. Once each month, Consultant shall provide SBCTA/SBCOG's Chief Financial Officer with a detailed accounting of all payments and allocated loss expenses paid from the Trust Fund, with a copy sent to the General Counsel and Risk Manager. The detailed accounting report shall include the date and check number of all benefit and allocated loss payments

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and all supporting documentation for allocated loss expense payments, which includes among other documentation, a copy of each check. A monthly check register summary shall be provided.

3. The Consultant is responsible for erroneous payments made from the account as a result of Consultant's error. The amount of any such erroneous payments made from the Trust Fund shall be immediately reimbursed to SBCTA/SBCOG.
4. Consultant shall develop, implement, and maintain security procedures to ensure safeguarding of funds in the Trust Fund as well as the physical bank checks. Such procedures shall be subject to review by SBCTA/SBCOG.
5. Annually, Consultant shall issue the appropriate tax form(s), including but not limited to, 1099 Miscellaneous Income Tax forms, for all payees paid through SBCTA/SBCOG Trust Fund in accordance with IRS rules and regulations. A detailed report of all issued tax forms shall be submitted to SBCTA/SBCOG's Chief Financial Officer with a copy to the General Counsel and Risk Manager.

Records Retention and Availability

All claim files (electronic or paper) shall be maintained in accordance with SBCTA/SBCOG Policy No. 10105 (generally close of file plus 2 years). SBCTA/SBCOG shall be notified prior to destruction of any files to determine if SBCTA/SBCOG wishes to retain them. In addition, all files kept by the Consultant shall be submitted to SBCTA/SBCOG, at their request, within three business days. Loss run reports shall be made available for four years after the end of the current year.

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Loss Data

Available claim loss data is provided below. Upon request of the prospective TPA, an electronic version of the loss data will be provided in Excel format. This loss data can be used to estimate future claim frequency and types of claims. Any claim data submitted as part of the RFP process is for information purposes only. SBCTA began construction in February 2025 on adding 8 miles, in each direction, of express lanes on the Interstate 15 freeway. In 2026, SBCTA is expecting to begin construction on (1) adding approximately 11 miles, in each direction, of express lanes on the Interstate 10 freeway, (2) adding approximately 7 miles, in each direction, of two additional lanes on the US 395 highway, and (3) improving the Mt. Vernon Interchange on the Interstate 10 freeway. Claim frequency, severity, and type may increase/change as a result of these operational changes.

Program Year	# of Claims Processed
2020	21
2021	78
2022	81
2023	75
2024	81
*2025	14

*Represents the first 4 months of Claim Year (CY) 2025.

Some of these claims represent those that have been tendered to another responsible party.

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Minute Action

AGENDA ITEM: 11

Date: September 3, 2025

Subject:
Progress Briefing Report through June 2025

Recommendation:
Receive the Major Projects Status Report for the period through June 2025.

Background:
The Major Projects Status Report for the period through June 2025 is a high-level summary of relevant project information. This information is presented to provide schedules, costs, funding, and work descriptions for current active projects being managed by the Project Delivery Department. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. Interstate 10 (I-10) Eastbound Truck Climbing Lane Project:

The I-10 Eastbound Truck Climbing Lane Project will improve traffic operations along a three-mile stretch of the I-10 between the Sixth Street overcrossing in the City of Yucaipa through County Line Road in the City of Calimesa by adding an eastbound truck climbing lane for slow moving vehicles.

Construction has been ongoing since March 2024 and was completed in the first week of August 2025, with a Completion Ceremony held on Friday, August 8, 2025. This $39.1 million project was funded by a combination of Federal, State, and Measure I funds.

2. Mount Vernon Avenue Viaduct

Located in the City of San Bernardino, the Mount Vernon Avenue Viaduct Project entails the demolition of the existing, structurally deficient bridge over the BNSF Railway (BNSF) mainline tracks, intermodal yard and Metrolink mainline tracks; and replacing it with a new wider and longer bridge that meets current design standards. Demolition of the existing Mount Vernon Avenue Bridge was completed in May 2021. This eliminated a significant safety concern. The Mount Vernon Avenue Viaduct Project has faced challenges in coordination with BNSF, acquisition of right-of-way, and Southern California Edison utility relocations.

Construction in the railyard began in January 2024, and the bridge foundation piles, columns, and precast girders were completed over the summer and fall of 2024. Bridge decks, bridge approach decks, and concrete pavement was completed in the spring of 2025. In late June 2025, pavement reconstruction began on Mt. Vernon Avenue, 2nd Street, and 3 Street, along with drainage facilities, traffic signals, and basin irrigation and landscaping.

Completion for beneficial use was completed in late August 2025, with a Ribbon Cutting Ceremony held on Saturday, August 23, 2025. This $244.8 million project was funded with a combination of Federal, State, and local funds which includes a project contribution from BNSF, the City of San Bernardino Measure I Arterial funds, and City of San Bernardino Developer Impact Fees.

3. Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1:

The I-15 Corridor Freight and Express Lanes Project - Contract 1 will add auxiliary lanes to improve freight corridor movement and an addition of one to two express lanes in each direction on the I-15 from south of State Route 60 to north of Foothill Boulevard.

SBCTA staff requested allocation of the Trade Corridor Enhancement Program (TCEP) funds at the December 2023 California Transportation Commission (CTC) meeting; the CTC granted the allocation at their January 2024 meeting in the City of Modesto.

The Project was advertised for construction in May 2024, with bid opening occurring on July 17, 2024 and a construction contract awarded on September 4, 2024. At the October CTC meeting, an additional $51,651,000 of TCEP funds were allocated to the project due to higher-than-expected bids. Construction activities began on February 3, 2025, with the placement of construction area signs, temporary traffic control devices, clearing and grubbing, and construction of retaining walls, and sound walls. Construction activities will continue for the next two- and one-half years. A Public Outreach program is in place and will be maintained during the construction period. This $535 million project is funded by a combination of Federal, State, and Measure I funds.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on August 14, 2025.

Responsible Staff:
Kristi Lynn Harris, Director of Project Delivery and Express Lanes

Minute Action

AGENDA ITEM: 12

Date: September 3, 2025

Subject:
Release Request for Proposals No. 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project

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

Authorize the release of Request for Proposals No. 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project in the City of Highland and City of Redlands.

Background:
The Highland/Redlands Regional Gap Connector Project (Project) is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Highland, and the City of Redlands to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to the City of Redlands. These improvements would directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland. The only direct route to the school from the City of Highland is via Boulder Avenue/Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students would be able to bicycle or walk to and from CVHS. As an additional bonus, this Project would also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity would allow all users to connect to the SART, which ultimately terminates at the Pacific Ocean.

The City of Highland will hire and manage a design consultant to finalize and approve the 95% Plans, Specifications, and Estimates (PS&E) by the end of the calendar year. A cooperative agreement between SBCTA and both cities is currently being developed defining roles, responsibilities, and funding between the three agencies, including identifying SBCTA as the implementing agency for the construction phase. The construction cooperative agreements will be brought to the ~~September~~ **October** SBCTA Board of Directors (Board) meeting for approval.

To allow for constructability reviews prior to completion of the PS&E package and prior to advertisement of the Project for construction, staff is recommending that the Construction Management (CM) firm be brought on board prior to final design approval.

Staff is requesting authorization to release Request for Proposals (RFP) No. 25-1003335 to procure CM services for the Project. A future recommendation is anticipated to be presented to the Board in December 2025 for the award of the CM contract. The CM contract will be funded with Measure I Valley Arterial funds and development impact fees from the Cities of Highland and Redlands.

Financial Impact:
Highland/Redlands Regional Gap Connector Project is included in the adopted budget for Fiscal Year 2025/2026 and will be funded with Measure I Valley Major Streets - Arterial funds and Local 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 August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:
Jeffery Hill, Assistant Project Delivery Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

ATTACHMENT A – SCOPE OF WORK

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying for the Project. A description of the Project is given below.

Highland/Redlands Gap Connector Project

The Highland/Redlands Gap Connector Project is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City

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Attachment: RFP25-1003335 Attachment A - SOW - PDF (11858 : RFP No. 25-1003335 - CM Services Highland/Redlands Regional Gap

of Highland, and City of Redlands to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to City of Redlands. These improvements will directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland. The only direct route to the school from Highland is via Boulder Avenue/Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students will be able to bicycle or walk to and from CVHS. As an additional bonus, this Project will also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity will allow all users of the Project to connect to the SART, which ultimately terminates at the Pacific Ocean.

SBCTA intends to advertise, award and administer one construction contract for this project. The successful CONSULTANT firm will provide the requested construction management and support services.

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; oversight, construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans and city roadway improvement project.

It is expected that the CONSULTANT will assign a designated Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project-specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal and through the duration of the contract. The CONSULTANT is expected to provide a Survey Project Manager, and Materials Testing/Source Inspection Project Manager, to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the CONSULTANT's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CONSULTANT. The Proposal shall include a staffing plan, an organization chart and a resource-loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project both during preconstruction and during the construction phase. It is expected that the CONSULTANT will provide updated staffing plans as requested and at regular intervals to show how the CONSULTANT team adjusts to changing conditions through the duration of the project.

SBCTA anticipates that the total contract will be approximately 21 months in duration, with preconstruction services starting in December 2025. SBCTA anticipates advertising for the construction contract in February 2026, awarding the construction contract in May 2026 with Construction Limited Notice to Proceed (LNTP) of 60-calendar day procurement period of long lead items, followed by Construction NTP in July 2026, following the project completion in June 2027 (12 Months), in addition of 2 months of project closeout. The estimated construction capital cost of the project is approximately $6 million.

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

The SBCTA Director of Project Delivery has designated a Construction Manager to coordinate all construction activities.

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager or assigned designee(s). The SBCTA Construction is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

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

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the Project. SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel, approved by SBCTA, until the assigned personnel returns to the Project

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor’s operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

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CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Material Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified material testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction Contractor.

Material Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, wherever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Construction Manager.

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

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies,

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procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

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

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Construction Manager.

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SBCTA, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SBCTA, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review
CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provided by SBCTA.

d. Utility relocation assistance

2. Bid Process

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a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1) Review of bid documents
2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1) Review of bid for completeness and responsiveness.

2) Perform bid analysis.

3) Development of contractor payment schedules, and other procedural items.

4) Checking Contractor references, licenses, insurance, and sureties.

5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but is not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings,

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and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files (for existing hard copies, electronic files do not need to be printed) and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Laserfiche WebAccess Site.

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).

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

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and Structures Representative to effectively manage the Project.

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b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designee(s), as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project.

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CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (Cal-OSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction

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contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking

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iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available, if required by SBCTA.

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25-foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of trail, the right edge of trail, and the centerline of the trail.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs

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the existing right of way, preparing and filing required maps and records.

d) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

e) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition, control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing are to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

General Public Outreach Plan will be provided and administered by SBCTA.

a) SBCTA's primary goal is to assure the public that SBCTA is a public

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agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project may include, but are not limited to:

i. LOCAL AGENCY
ii. SBCTA Board
iii. LOCAL AGENCY and area Emergency Service Providers
iv. School Transportation Coordinator(s)
v. Local Business Community
    i) Specific businesses with expanding priority based on proximity to work zone and detours
    ii) Chamber of Commerce
vi. Commuters
vii. Recreational Travelers, if applicable
viii. Trucking Industry, if applicable
ix. Local media
    i) Print
    ii) Radio
    iii) Television

c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SBCTA may coordinate a City Council Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.

e) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT may be asked to support SBCTA Public Outreach with informational and logistical needs as requested.

f) Near the completion of the construction Project, SBCTA may coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

g) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:

i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences

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(i.e. emergency responders, city government, etc.)

ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)

iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.

iv. Emergency notices – when needed.

v. Develop web content for project tab on SBCTA website. This page should include the same elements as the fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting it to webmaster.

1) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Office of Legislative and Public Affairs before agreeing to appear.

2) All media inquiries shall be directed to the SBCTA Office of Legislative and Public Affairs.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SBCTA and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1) Contract pay item quantities and payments
2) Contract change orders
3) Supplemental work items
4) Agency furnished materials
5) Contingency balance
6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule by keeping their own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office

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personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to the design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:

1) Agreed Price
2) Adjustment in compensation to a bid item
3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.

d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

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d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including but not limited to pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify the completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SBCTA all Project files.

g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.

h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Summary Reports and SIQMP Monthly Reports.

3. Weekly update of all files to SBCTA Laserfiche WebAccess.

4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.

6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.

7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.

8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

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9. American For Disabilities Act certification of project per Caltrans Standards.

10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.

11. Record of Survey and Right of Way Monumentations and recording with County.

12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

    a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

    b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

    c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

    d. When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

       Deliverables to the Resident Engineer shall follow the format specified below:

       1) Horizontal Control
       2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
       3) Vertical Control
       4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
       5) Topography
       6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

    e. Data collection method(s) used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method(s) as follows:

       1) Conventional Cross – Sections (each cross – section):
          For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

       2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
          Terrain line interpolation cross – sections shall include an alpha numeric

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listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

3) Data Collector Data:
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

4) Other — As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of CONSULTANT's Cost Proposal and are part of the CONSULTANT's overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to ensure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time-effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

   b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

   c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

   a. Survey vehicles:
   Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the

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work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

1) Performing survey and staking calculations from the design plans and specifications

2) Reduce survey data collected with conventional and total station survey systems
3) Perform network adjustments for horizontal and vertical control surveys
4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand-held signs.

h. Leveling instruments and equipment:
1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:
1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
2) Prisms, sufficient to perform the required work.
3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:
1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed

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to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SBCTA will provide copies of all previously secured permits and Project authorizations.

3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

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H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Construction Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA in advance.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

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K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange/yellow vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including working on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

   a. A minimum of six (6) years' project management experience on similar construction projects is desired.

   b. Accessible to SBCTA at all times during normal working hours.

   c. A thorough understanding of Caltrans construction practices and procedures.

   d. A thorough understanding of Cal-OSHA practices and procedures.

   e. The Project Manager will assume the following functional responsibilities:

      1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
      2) Assign personnel to projects on an as-needed basis.
      3) Administer personal leave.
      4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

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a. A minimum of four (4) years' resident engineer experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SBCTA at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. A thorough understanding of Cal-OSHA practices and procedures.

g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
   1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
   2) Assign field personnel to specific project tasks.
   3) Monitor and track Contractor progress.
   4) Prepare daily, weekly and monthly reports as required.
   5) Coordinate utility relocations with appropriate agencies and the utility inspector.
   6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

a. A minimum of four (4) years' experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SBCTA at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. A thorough understanding of Cal-OSHA practices and procedures.

g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the

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Resident Engineer and will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works on similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. A thorough understanding of Cal-OSHA practices and procedures.

c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

e. Ability to direct the efforts of subordinate inspectors.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Certified as a Qualified SWPPP Developer or Practitioner is desired.

h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works on similar projects

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or a four-year degree in the field of civil transportation engineering is desired.

b. A thorough understanding of Cal-OSHA practices and procedures.

c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Certified as a Qualified SWPPP Developer or Practitioner is desired.

g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. A minimum or four (4) years as a Structural Representative on major public works projects.

c. Licensed Professional Civil Engineer in the State of California.

d. Knowledge of stress analysis, structural mechanics, and strength of materials.

e. A thorough understanding of Cal-OSHA practices and procedures.

f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including

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concrete.

g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

i. Ability to direct the efforts of subordinate inspectors.

j. Ability to use an automatic level and transit for the purpose of verifying line and grade.

k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of four (4) years of bridge design or structural construction inspection as related to Caltrans or major public works projects ***and*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. A thorough understanding of Cal-OSHA practices and procedures.

d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.

f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

g. Ability to use an automatic level and transit for the purpose of verifying line and grade.

h. Understanding of Caltrans construction methods and practices. The Structural

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Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

a. A minimum of four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

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d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.
5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

10. Materials Technicians

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

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

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ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
iv. Knowledge of record keeping, preparing documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
vii. Keeps a daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

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3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and inspections.
iii. Reviews construction plans and verifies that these are in accordance with designated specifications and other requirements.
iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.
ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum of four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for

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Attachment: RFP25-1003335 Attachment A - SOW - PDF (11858 : RFP No. 25-1003335 - CM Services Highland/Redlands Regional Gap

CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title

16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

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

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.

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Attachment: RFP25-1003335 Attachment A - SOW - PDF (11858 : RFP No. 25-1003335 - CM Services Highland/Redlands Regional Gap

2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

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Attachment: RFP25-1003335 Attachment A - SOW - PDF (11858 : RFP No. 25-1003335 - CM Services Highland/Redlands Regional Gap

Minute Action

AGENDA ITEM: 13

Date: September 3, 2025

Subject:
I-10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Cooperative Agreement No. 23-1002893

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

Approve Amendment No. 2 to Cooperative Agreement No. 23-1002893, for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project with the California Department of Transportation, to update the total construction cost to $91,551,000, including an increase to Department Furnished Materials from $1,050,000 to $1,391,000, to be funded with Measure I Valley Interchange Program and Local Funds.

Background:
The Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project) holds position number eight on the Measure I Valley Freeway Interchange Program priority list. As directed by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), project development has commenced on all interchange projects in the top 10 of the list.

In January 2023, the Board approved Cooperative Agreement No. 23-1002893 with the California Department of Transportation (Caltrans) to define the roles and responsibilities for the construction phase.

In September 2024, the Board approved Amendment No. 1 to Cooperative Agreement No. 23-1002893 with Caltrans to include Landscape Maintenance language and adjust the Department Furnished Materials to $1,050,000.

As the project approaches final design approval, the purpose of the proposed amendment is to update the Project cost based on the most current engineer's estimate.

Staff recommends approval of Amendment No. 2 to Cooperative Agreement No. 23-1002893 with Caltrans to update the Project construction cost and to increase the amount to be paid to Caltrans for Department Furnished Materials from $1,050,000 to $1,391,000.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2025/2026 under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt Vernon Avenue Improvement Project, and funded by Measure I and Local Developer Impact Fees in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and recommended for approval (19-0-1; Abstained: Dutrey) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 14, 2025. General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Juan Lizarde, Project Manager

Entity: San Bernardino County Transportation Authority

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Contract Summary Sheet

General Contract Information

Contract No: 23-1002893 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation

Description: I-10 MT VERNON AVENUE CONSTRUCTION COOPERATIVE AGREEMENT

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	751,000.00	Original Contingency	$	-
Prior Amendments	$	299,000.00	Prior Amendments	$	-
Current Amendment	$	341,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,391,000.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**1,391,000.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11859

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 12/07/2022 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,391,000.00	Total Contingency: $ -
GL:	6010	40	0830	0898	53701	42407009	650	CITY DIF	70,941.00	-
GL:	4120	40	0830	0898	53701	41100000	650	MSI	1,320,059.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002893-02 CSS (11859 : I-10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Agreement No. 23-

08-SBD-010-R22.7/R24.3
EA 1G800
Project ID 0816000102
Agreement 08-1764 A2
SBCTA Agreement 23-1002893-02

AMENDMENT NO. 2 TO AGREEMENT 08-1764

This Amendment No. 2 (AMENDMENT) to Agreement 08-1764 (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 entity, referred to hereinafter as SBCTA.

RECITALS

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into Agreement No. 1764 on May 26, 2023 (AGREEMENT), defining the terms and conditions to replace Mount Vernon Avenue overcrossing (Bridge No. 54-0459) on Interstate 10 between 9th Street undercrossing and route 10/215 separation in the City of Colton (referred to as PROJECT).

2. PARTIES entered into Amendment No. 1 to AGREEMENT on September 26, 2024, to decrease Construction Support, increase Construction Capital and to define the roles and responsibilities for landscape maintenance.

3. The AGREEMENT established $7,950,000 for Construction Support and $75,350,000 for Construction Capital

4. PARTIES now seek to increase Construction Support to $8,064,000 and increase Construction Capital to $83,487,000.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY NO. 3 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 3 attached herein.

2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

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Attachment: 23-1002893-02_08-1756 A2 (District Approved) 5.27.25 - PDF (11859 : I-10 Mount Vernon Avenue Interchange Improvement Project

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT 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

VERIFIED OF FUNDS & AUTHORITY:

_____
Karem Evans
District 8 Budget Manager (Acting)

_____
Attorney
Department of Transportation

CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:

_____
HQ Accounting Supervisor

SAN BERNARDNO COUNTY
TRANSPORTATION AUTHORITY

_____
Rick Denison
President, Board of Directors

APPROVED AS TO FORM

_____
Iain MacMillan
Assistant General Counsel

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Attachment: 23-1002893-02_08-1756 A2 (District Approved) 5.27.25 - PDF (11859 : I-10 Mount Vernon Avenue Interchange Improvement Project

FUNDING SUMMARY NO. 03

FUNDING TABLE

v. 2

IMPLEMENTING AGENCY→			SBCTA		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
LOCAL	SBCTA	Local	8,064,000	83,487,000	91,551,000
Totals			8,064,000	83,487,000	91,551,000

SPENDING SUMMARY

v 22

	CONST. SUPPORT		CONST. CAPITAL		
Fund Type	CALTRANS	SBCTA	SBCTA	DFM CALTRANS	Totals
Local	0	8,064,000	82,096,000	1,391,000	91,551,000
Totals	0	8,064,000	82,096,000	1,391,000	91,551,000

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Attachment: 23-1002893-02_08-1756 A2 (District Approved) 5.27.25 - PDF (11859 : I-10 Mount Vernon Avenue Interchange Improvement Project

Minute Action

AGENDA ITEM: 14

Date: September 3, 2025

Subject:
State Route 18 Median Widening and Reprofiling Project – Contract No. 25-1003240 for Project Approval & Environmental Document Design Services

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

A. Award Contract No. 25-1003240 to HNTB Corporation, for Project Approval & Environmental Document Services for the San Bernardino County portion of the State Route 18 Median Widening and Reprofiling Project, in a not-to-exceed amount of $7,298,600.01, to be funded with Victor Valley Major Local Highway Program funds, consistent with the 2025 Update to the 10-Year Delivery Plan, for a three-year term through September 30, 2028.

B. Approve a contingency in an amount not-to-exceed $729,860 for Contract No. 25-1003240, and authorize the Department Director to release contingency as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000.

Background:
State Route (SR) 18 is designated as an "Interregional Road System" in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan. SR-18 is widely recognized as a critical linkage for goods movement and provides access to, and links between economic centers, major recreational areas, and urban and rural regions.

The SR-18 corridor is a 115-mile route that traverses different areas and communities that have varying land uses and travel demand patterns. Within Los Angeles (LA) County and Caltrans District 7, the SR-18 corridor continues for 4.5 miles and terminates at its intersection with SR-138. Within San Bernardino (SB) County and Caltrans District 8, SR-18 is approximately 110 miles long, beginning at the intersection with SR-210 and terminating at the LA/SB County line. The corridor varies from a two to four-lane conventional highway with a terrain varying from mountainous, rolling, to flat, depending on the location.

SR-18 provides the main connection for the mountain communities, such as Crestline, Lake Arrowhead, Cedar Glen, Running Springs, Green Valley Lake, and the City of Big Bear Lake. The route also provides the primary east-west corridor connecting the unincorporated community of Lucerne Valley, the Town of Apple Valley, the City of Victorville, and the City of Adelanto. SR-18 is also a heavily used route between Palmdale and Victorville due to its connection to SR-138.

The proposed SR-18 Median Widening and Reprofiling Project (Project) is located in both LA County and SB County. The Project limits in LA County are from 1.1 miles east of SR-138 to the LA/SB County line, and in SB County the Project limits are from LA/SB County line to US 395 in the Cities of Adelanto and Victorville, a length of approximately 18.4 miles. Within the Project limits, SR-18 is a two-lane conventional highway with a rolling and flat terrain.

The Project spans various land uses in the Cities of Victorville and Adelanto, the unincorporated areas of SB County and LA County. In the City of Victorville, the land use includes commercial

areas, high-density residential zones, low-density residential neighborhoods, very low-density residential areas, and office/professional spaces. The City of Adelanto primarily features single-family homes, high-density residential zones, and commercial properties. In the unincorporated areas of SB County, the land uses encompass single-family residential areas, rural living, commercial spaces, and industrial zones; and the relevant part of LA County is predominantly characterized by extensive agricultural land use.

A Caltrans Project Study Report-Project Development Support was approved on June 18, 2025, authorizing the Project to move forward to the Project Approval/Environmental Document (PA/ED) phase.

Since Los Angeles County Metropolitan Transportation Authority was unable to fund the LA County portion of the PA/ED phase, the PA/ED phase will only include the SB County portion of SR-18 from the LA County line to US 395, a length of approximately 15 miles.

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 25-1003240 on March 5, 2025, seeking a firm knowledgeable and experienced to provide the PA/ED for the SB County portion of the Project.

The RFP notification for this Project was received by 1,532 firms registered on PlanetBids and was downloaded by 52 firms. A Pre-Proposal conference was held on March 12, 2025 and attended by 13 firms.

On April 2, 2025, SBCTA received six proposals, from AECOM Technical Services, Inc.; EXP U.S. Services, Inc.; HNTB Corporation; Michael Baker International, Inc.; TranSystems; and Wood Rodgers, Inc.

The Evaluation Committee (Committee) consisted of two SBCTA staff and one representative from Caltrans. The procurement professional reviewed each proposal and determined all six to be responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal, and on April 16, 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 – 20 points, Proposed Staffing and Project Organization – 30 points, and Work Plan – 50 points; for a total of 100 points.

On April 24, 2025, all six firms were invited to interview to further assess their capabilities to fulfill the obligations of the scope of work. The Committee independently scored each firm based on the firms' answers to questions.

The interview and technical proposal weighed 60% and 40%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 25-1003240, be awarded to HNTB Corporation. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Staff recommends the following:

Recommendation A

Award Contract No. 25-1003240 to HNTB Corporation, in the not-to-exceed amount of $7,298,600.01, to be funded with Victor Valley Major Local Highway Program funds, consistent with the 2025 Update to the 10-Year Delivery Plan, for a term through September 30, 2028.

Recommendation B

Approve a contingency budget in the not-to-exceed amount of $729,860 for Contract No. 25-1003240 and authorize the Department Director to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Victor Valley Local Highway Program Funds in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 15, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Sal Chavez, Project Delivery Manager

Contract Summary Sheet

General Contract Information

Contract No: 25-1003240 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 01022 Vendor Name: HNTB Corporation

Description: SR-18 Median Widening and Reprofiling Project

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	7,298,600.01	Original Contingency	$	729,860.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**7,298,600.01**	**Total Contingency Value**	**$**	**729,860.00**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**8,028,460.01**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11861

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Environmental Design N/A

Accounts Payable

Estimated Start Date: 09/08/2025 Expiration Date: 09/30/2028 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: $ 7,298,600.01	Total Contingency: $ 729,860.00
GL:	4230	40	0820	0859	52005	41100000	610	MSI VV MLHP	7,298,600.01	729,860.00
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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David Tan
Project Manager (Print Name)

Kristi L. Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003240 (11861 : State Route 18 Median Widening and Reprofiling Project – Contract No. 25-1003240)

CONTRACT No. 25-1003240

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HNTB CORPORATION

FOR

PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) FOR THE SR-18 MEDIAN WIDENING AND REPROFILING PROJECT

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 HNTB Corporation ("CONSULTANT") whose address is: 3633 Inland Empire Boulevard, Suite 955 Ontario, CA 91764 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:

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

Attachment: Contract No. 25-1003240 - Complete PDF w-Attachments (11861 : State Route 18 Median Widening and Reprofiling Project –

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 David Tan, 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 September 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, Private Industry Workers, Occupational Group "Professional and Related" or its successor. Escalation will be done annually, shall commence as of July 31, 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 $390,373.94. 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.

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Attachment: Contract No. 25-1003240 - Complete PDF w-Attachments (11861 : State Route 18 Median Widening and Reprofiling Project –

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. SBCTA shall pay properly submitted invoices within 30 days of receipt from CONSULTANT. If SBCTA objects to any invoice submitted by CONSULTANT, SBCTA shall so advise CONSULTANT in writing, giving reasons therefor within seven (7) days of receipt of such invoice. If any invoice submitted by CONSULTANT is disputed by SBCTA, only that portion so disputed may be withheld from payment at which time SBCTA shall promptly reimburse CONSULTANT for any outstanding amounts due with respect thereto. 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

3.8 Intentionally Omitted.

3.9 Intentionally Omitted.

3.10 Intentionally Omitted.

3.11 Intentionally Omitted.

3.12 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed $ 7,298,600.01.

Attachment: Contract No. 25-1003240 - Complete PDF w-Attachments (11861 : State Route 18 Median Widening and Reprofiling Project –

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 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 and/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

Attachment: Contract No. 25-1003240 - Complete PDF w-Attachments (11861 : State Route 18 Median Widening and Reprofiling Project –

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 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 Intentionally Omitted

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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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, identified in 1.2, above, 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;

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unless identified herein;

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 11246, 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

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policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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
Ryan Mitry	Project Manager
Ahmad Shah	Lead Engineering
James Santos	Lead Environmental

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.

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 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. If SBCTA terminates the contract before CONSULTANT has completed the work, then CONSULTANT shall not be responsible for the accuracy, completeness, or workability of the deliverables prepared by CONSULTANT to the extent changed by SBCTA or another party.

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

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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.

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:

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- 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 secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. 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 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).

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- 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
- 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.

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- 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:

- 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.

21.1.7 Cyber Liability Insurance. Shall be appropriate to the CONSULTANT's profession and work hereunder, with limits not less than $2,000,000 per occurrence. 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.

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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 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 the 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 redacted 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 subconsultants 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

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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 subconsultant, 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-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

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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. With the exception of Professional Liability, 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 copy of any notice of termination or notice of any material change to any insurance coverage required herein which CONSULTANT receives within one business days 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, secure any coverage SBCTA deems necessary to fill in the gap caused by the lapse in CONSULTANT's 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

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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.

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.

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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.

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.

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

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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.

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 ~~reasonable~~ 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.

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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.

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 or email 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 CONSULTANT	**To SBCTA**
3633 Inland Empire Boulevard, Suite 955	**1170 W. 3rd Street, 2nd Floor**
Ontario, CA 91764	**San Bernardino, CA 92410-1715**
Attn: Jeff Watson	**Attn: David Tan**
Email: rjwatson@hntb.com	**Email: dtan@gosbcta.com**
Name: Ryan Mitry	**cc: Procurement Manager**
Email: rmitry@hntb.com	**Email: procurement@gosbcta.com**
Phone: 949-728-8694	**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 Senior Officer of its management shall have ten (10) calendar days after receipt of the decision to submit a written request for direct negotiations with SBCTA's Executive Director. If the negotiations fail to resolve the dispute in a manner acceptable to CONSULTANT, then

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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.

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

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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 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

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. REPRESENTATIONS

CONSULTANT represents 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 actual 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.

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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.

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

HNTB CORPORATION, A CALIFORNIA CORPORATION

By: _____

Jeff Watson
Senior Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Craig Denson
Chief Financial Officer

Date: _____

By: _____

Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____

Alicia J. Bullock
Procurement Manager

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EXHIBIT A "SCOPE OF WORK"

SCOPE OF WORK

SR-18 Median Widening and Reprofiling Project

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Project Approval/Environmental Document (PA/ED) for the State Route 18 (SR 18) Median Widening and Re-Profiling Project ("PROJECT") from the Los Angeles County line to United State 395 (US 395), in the County of San Bernardino County.

The San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans) Districts 8, plans to improve the east-west multi-modal mobility, safety and operations along SR-18 Corridor in San Bernardino (SBd) Counties.

The project includes a No-Build Alternative (Alternative 1) and a Build Alternative (Alternative 2). It is classified as a category 4B Project as per Project Development Procedures Manual (PDPM).

The project is anticipated to proceed to the PA/ED phase after the approval of the Project Study Report - Project Development Support (PSR-PDS) report. It is anticipated that an Initial Study with Mitigated Negative Declaration (IS/MND) is the anticipated environmental document (ED) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is the anticipated ED under the National Environmental Policy Act (NEPA). The construction period has not been currently determined.

SBCTA is the project sponsor. SBCTA and Caltrans District 8 have an executed Cooperative Agreement (08-1717) for the PSR-PDS phase. Subsequent Cooperative Agreements will be needed for PA/ED phases of the project. Funding for the PA&ED phase is expected to be provided by SBCTA funding sources. Funding sources for the final design, right of way, and construction will be determined during the PA&ED phase, but state and/or federal funds could be utilized. As such, the PA/ED shall comply with applicable state and federal requirements.

The SR-18 improvement project is currently included in the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) planned network.

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.

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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, specifications, estimates, and special provisions necessary to complete the PA/ED for the Project.

C. The deliverables list for the PA/ED phase will be refined during the 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

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professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

A. The Consultant will develop and evaluate up one-build and one no-build alternatives 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 Impacts (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 the no structure improvements at the existing bridge over the Union Pacific Railroad (Bridge Number 52-2331) are anticipated.

I. Assume a Design Standard Decision Document (DSDD) will be prepared approved during the PA/ED phase

J. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

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IV. SCOPE OF SERVICES

CONSULTANT will prepare a PA/ED in accordance with CALTRANS Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). 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 PA/ED (Begin Environmental, Circulate ED, and PA/ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes. 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.

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Deliverables:

- *Monthly (24) 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.

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 PA/ED 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

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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 PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in the PA/ED*

2-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT

2-160.05 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*

2-160.10 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 right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

2-160.10-05 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.

2-160.10.10 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

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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.

Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Report*
  - *Draft/Final Traffic Operations Analysis Report*

2-160.10.15 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/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

2-160.10.20 Value Analysis

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.

Deliverables:

- *Value Analysis Report*

2-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Preliminary Drainage Report (Hydrology Report)*

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2-160.40 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-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

2-160.10.45 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*

2-160.10.55 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*

2-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Foundation Report (PFR), Preliminary Geotechnical Design Report (PGDR), and 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.

Deliverables:

- *Preliminary Foundation Report, if applicable*
- *Preliminary Geotechnical Design Report*
- *Preliminary Materials Report*

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2-160.10.85 Structures Advance Planning Study (APS), if applicable

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 2-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

2-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project 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*

2-160.15.05 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)*

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2-160.15.10 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)*

2-160.20 Aerial Topographic Mapping

CONSULTANT will prepare Aerial Topographic Mapping and utilize available GIS right-of-way mapping. New Aerial Mapping, Surveys, Topographic Mapping, or Right-of-Way mapping for the PROJECT will be required for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project. All topographic mapping shall conform to Caltrans requirements and guidelines.

Deliverables:

- *Topographic Mapping*

2-160.15.25 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*

2-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Draft and Final Stage Construction Exhibit*

2-160.45 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 sections. Preparation of the GADs shall be performed in close coordination

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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

2-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives 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 any right of entry permits 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.

Deliverables:

- *Draft / Revised Draft / Final Technical Studies*

2-165.10.15 Community Impact Analysis Land Use and Growth Studies

CONSULTANT shall perform activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results.

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Deliverables:

- *Community Impact Analysis Report*

2-165.10.20 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*

2-165.10.25 Noise Study (If required)

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).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

- *Draft / Final Noise Study Report*

2-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.

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- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

- *Draft / Final Air Quality Study Report*

2-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient, and a full Water Quality Assessment will not be required.

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*

2-165.10.40 Energy Studies

CONSULTANT will perform all activities related to energy impact analysis for use in the environmental document and prepare a technical report, if required, documenting study results.

Deliverables:

- *Energy Study Report, if required.*

2-165.10.60 Location Hydraulic and Floodplain Study Report

CONSULTANT will perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report and a Flood Plain Study for use in the Environmental Document; prepare a technical report or reports documenting study results.

Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*
- *Technical Report Abstract for Use in Environmental Document Text*

2-165.10.65 Paleontology Study

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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
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will 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 / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

2-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare or update the ECR and its associated documentation.

Deliverables

- *Draft and Final ECR*

2-160.10.80 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

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Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment* Report

2-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will address all efforts to prepare the climate change evaluation and analysis. The quality review for the Climate Change Analysis is included here.

Deliverables:

- *Climate Change Analysis*

2-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all 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. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation

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with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints
- Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis and will describe:

Deliverables:

- *Draft / Final Natural Environment Study Report*
- *Draft / Final Focus Surveys*

2-165.15.99 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 & *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

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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/MI. 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.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

2-165.20 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 any right of entry permits required for field work.

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.

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 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 that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects/Study Area Map*
- *Native American Consultation*
- *Draft / Final Historical Property Survey Report*
- *Draft / Final Historic Resources Compliance Report*

2-165.25 Draft Environmental Document

2-165.25 Section 4(f)/6(f) Evaluation

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CONSULTANT will perform all activities related to preparing a Section 4(f)/6(f) property evaluation, as appropriate.

Deliverables

- *Section 4(f)/6(f) property Evaluation*
- *Documentation of Coordination, if appropriate*

2-165.25.A Public 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 deliver 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.

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.

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 any and all Project-related communications*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public*

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2-165.25.15 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. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following available templates on the SER. CONSULTANT shall prepare a screen check IS/EA for an initial review. Following concurrence on the screen check IS/EA, CONSULTANT shall prepare a Draft IS/EA.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS/EA pursuant to SER and the California Office of Planning and Research, State Clearinghouse guidelines. 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:

- *DED (IS/EA) including circulation*
- *Notice of Completion*
- *Environmental Commitment Record*

3.170 – PERMITS & AGREEMENTS

3.170.05 Determine Required Permits

CONSULTANT shall perform work to identify all necessary permits to construction the project and obtain all necessary permits and agreements needed for environmental approval. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Environmental Resource Agency Permits Determination*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

2-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

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Deliverables:

- *Final Project Report*

2-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

2-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rational for selection 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 conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) for Caltrans approval.

Deliverables:

- *Responses to Comments*
- *FED Quality Control Review Certification*
- *FED (MND/FONSI)*

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EXHIBIT “B”
“COMPENSATION SUMMARY ”

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
HNTB Corporation	Project Approval/Environmental Document for SR-18 Median Widening and Reprofiling Project.	$ 5,270,048.21
	Sub Consultants:	
Duke Cultural Resources Management LLC	Cultural and paleontological resources	$ 67,797.33
Fehr & Peers, Inc.	Traffic engineering	$ 271,052.11
Group Delta Consultants, Inc. and NV% Company	Hazardous waste	$ 263,165.51
GUIDA	Land surveying, mapping, and geospatial	$ 256,904.14
ICF Jones & Stokes, Inc.	Biological resources, noise/vibration, air quality/ greenhouse gas/climate change, cultural resources, Native American consultation	$ 821,640.89
Monument ROW	Real estate and right of way (ROW)	$ 15,549.40
Pacific Advanced Civil Engineering, Inc.	Drainage/Stormwater Management Plan (SWMP)	$ 141,027.55
Tatsumi and Partners, Inc.	Visual impact assessment	$ 42,407.99
Verdantas, Inc.	Geotechnical	$ 73,778.81
Value Management Strategies, Inc.	Value analysis	$ 71,973.07
	SUBTOTAL	**$ 7,295,345.01**
	OTHER DIRECT COSTS	**$ 3,255.00**
	TOTAL COSTS	**$ 7,298,600.01**

[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.

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Minute Action

AGENDA ITEM: 15

Date: September 3, 2025

Subject:
Software Source Code Escrow Agreement for Toll System - Contract No. 26-1003353

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

A. Approve Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, for a not-to-exceed amount of $255,745.

B. Waive the five-year contract term set forth in Contract and Procurement Policy No. 11000, IV.B.4, for Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, which has no defined term, to accommodate the life of the current toll system.

Background:
On June 6, 2018, the San Bernardino County Transportation Authority (SBCTA) entered into Agreement No. 17-1001617 with TransCore, LP (TransCore) for the I-10 Corridor Contract 1 Project –Toll Services, designating TransCore as the Toll Service Provider (TSP).

Under the terms of the agreement, it was recognized that the TSP or its software suppliers may not be willing to provide SBCTA with direct access to the Software Source Code for their Pre-Existing Software, which could cause problems for SBCTA if something were to prevent TransCore from continuing to provide the toll services. To address this, the contract includes provisions for securing SBCTA's access to the source code through a designated escrow arrangement. Specifically, Section 28.13.2 requires that upon approval to commence Onsite First Testing (OFIT), the TSP shall deposit all applicable Software Source Code for Pre-Existing Software into an escrow account, designated by the TSP and approved by SBCTA.

Establishing a software escrow ensures that in the event TransCore defaults or is otherwise unable to perform under the contract, SBCTA will still have the ability to access and assume ownership of the toll collection system software, safeguarding operational continuity and system integrity.

Given that the toll services Contract with TransCore includes multiple options and phases, such as the I-15 Corridor Contract 1 and I-10 Corridor Contract 2 implementations, operations, and maintenance, the escrow agreement must remain in effect until a future toll collection system is deployed, which is anticipated to occur beyond the year 2035. However, the deployment date of the future system cannot be known with certainty at this time, and Contract No. 26-1003353 does not include a defined termination date. As such, staff is requesting the Board of Directors waive the standard five-year contract term set forth in SBCTA's Policy No. 11000 for the software escrow agreement.

The cost of the escrow service for the first ten years is budgeted to not exceed $255,745, and will be paid by SBCTA with toll revenue. The costs include initial verification of software functionality and deposit of subsequent software updates.

Entity: San Bernardino County Transportation Authority

Financial Impact:
The Project is included in the adopted budget for Fiscal Year 2025/2026 and funded with Toll Revenue funds under Task 0750 Express Lanes Operations, in Program 70.

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 August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Jillian Peterson, Management Analyst II

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 26-1003353 Amendment No.:

Contract Class: Payable Department: Toll Operations

Vendor No.: 04096 Vendor Name: NCC Group Escrow Associates

Description: SOURCE CODE ESCROW AGREEMENT W/NCC GROUP ESCROW & TRANSCORE

List Any Related Contract Nos.: 17-1001617

Dollar Amount

Original Contract	$	255,745.00	Original Contingency		
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**255,745.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**255,745.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11854

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Escrow Agreement Monthly

Accounts Payable

Estimated Start Date: 09/03/2025 Expiration Date: 09/03/2035 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: $ 255,745.00	Total Contingency:
GL:	7550	70	0750	0000	61150	44001090		Toll Revenue	255,745.00	
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-

JILLIAN PETERSON
Project Manager (Print Name)

PHILIP CHU
Task Manager (Print Name)

Additional Notes:Software escrow agreemnt cost for 10 years estimated at $255,745. Cost will be paid by SBCTA.

Attachment: CSS - Revised - 08-25-2022 10.11am (11854 : Source Code Escrow Agreement for Toll System Contract No. 26-1003353)

Attachment: Source Code Escrow Agreement - Contract No. 26-1003353 (11854 : Source Code Escrow Agreement for Toll System Contract No.

SOURCE CODE ESCROW AGREEMENT

Contract Number 26-1003353

This Source Code Escrow Agreement ("Agreement") is effective _____ , 2025 among NCC Group Escrow Associates, LLC, a Delaware limited liability company ("Code Escrow Agent" or "NCC Group"), TransCore, LP, a Delaware limited partnership ("Depositor"), and the San Bernardino County Transportation Authority, a public entity of the State of California ("SBCTA"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and SBCTA have entered or will enter into a Toll Services Contract (the "Contract").

B. Under the Contract, Depositor has granted SBCTA licenses to use certain software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as the same occur, but at a minimum with each monthly invoice for the periods and durations required in the Contract.

C. Depositor has agreed in the Contract to deposit into escrow with Code Escrow Agent the Software Source Code and related documentation of Software required to be delivered as part of the Toll Services and during any period required by the Contract, if any, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software, as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the Software Source Code to SBCTA is critical to SBCTA's business and, therefore, SBCTA needs access to the Software Source Code under certain limited circumstances.

F. Depositor and SBCTA desire to establish an escrow with Code Escrow Agent to provide for the retention, administration and controlled access of the Software Source Code.

G. Code Escrow Agent has consented to act as Code Escrow Agent and to receive and hold the current version and any future versions of the Software Source Code.

H. The Parties desire this Agreement to be supplementary to the Contract pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

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NOW, THEREFORE, Depositor and SBCTA hereby engage Code Escrow Agent to serve as Code Escrow Agent for the Software Source Code, Code Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Software Source Code, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Software Source Code (with the exception of the COTS Software that is listed in Appendix E) to be used in connection with the Toll Services with Code Escrow Agent.

(b) Based on invoices for Payment Milestones, Depositor shall deposit the then current version of the Pre-Existing Software Source Code reflecting modifications and enhancements to such Pre-Existing Software Source Code under development by Depositor with the Code Escrow Agent. Depositor shall be required to submit an updated Software Source Code document reflecting the then current version of the Pre - Existing Software Source Code with each invoice.

(c) Not later than the date a Notice of TCS Acceptance is issued by SBCTA, Depositor shall deposit with Code Escrow Agent the then current approved and accepted version of the Software Source Code that has been developed for Toll Services.

(d) If during any calendar month after the date a Notice of TCS Acceptance is issued by SBCTA, Depositor completes and installs in or for the Toll Services any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Code Escrow Agent, within 30 days after the end of such calendar month, each such modification, addition, enhancement, update, revision, upgrade and correction, and a modified Appendix D identifying the same. Similarly, if Depositor identifies any additional Software Source Code to be deposited pursuant to Section 28.13 of the Contract, it shall deposit with Code Escrow Agent such additional Software Source Code and a modified Appendix D identifying the same within 30 days following the end of the calendar quarter in which such identification is made. All references in this Agreement to Software Source Code shall include the initially deposited materials and any materials subsequently deposited in accordance with this Section 1.1(d).

(e) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Appendix D and Depositor shall sign each modified Appendix D. Code Escrow Agent shall create an independent record which documents the activity for Appendix D and each modified Appendix D. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below. NCC Group shall have no obligation to either Party with respect to the preparation, accuracy, execution, signing, delivery or validity of Appendix D.

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Attachment: Source Code Escrow Agreement - Contract No. 26-1003353 (11854 : Source Code Escrow Agreement for Toll System Contract No.

(f) Notwithstanding any other provision of this Agreement, Depositor shall have no obligation to deposit with the Code Escrow Agent any Software Source Code for Off-the-Shelf Software.

1.2. Identification of Tangible Media. Prior to each delivery of the Software Source Code to Code Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Software Source Code are written or stored. Additionally, with each delivery Depositor shall complete Appendix D to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Software Source Code (whether Depositor or a Software Supplier). Depositor shall sign each Appendix D and deliver it to Code Escrow Agent with the Software Source Code. Such signature shall constitute Depositor's representation and warranty that Appendix D is true, accurate and complete. Unless and until Depositor makes the initial deposit with Code Escrow Agent, Code Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Code Escrow Agent receives Software Source Code and Appendix D, Code Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Appendix D or modified Appendix D. If NCC Group determines that the Software Source Code does not match the description provided by Depositor represented in Appendix D, NCC Group will notify Depositor of such discrepancy. In addition to the deposit inspection, SBCTA may elect to cause a verification of the Software Source Code at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Upon completion of each deposit inspection, if Code Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Appendix D, Code Escrow Agent shall date and sign Appendix D and mail a copy thereof to Depositor and SBCTA. Code Escrow Agent's acceptance of the deposit occurs upon the signing of Appendix D by Code Escrow Agent. NCC Group will provide notice to the SBCTA of all Software Source Code that is accepted and deposited into the escrow account under this Agreement. Either Depositor or SBCTA may obtain information regarding deposits or deposit updates upon request or through the NCC Group Website. OTHER THAN NCC GROUP'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, NCC GROUP SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.5. Depositor's Representations. Depositor represents and warrants to SBCTA as follows:

(a) Depositor lawfully possesses all of the Software Source Code deposited with Code Escrow Agent;

(b) With respect to all of the Software Source Code and any materials provided solely for verification, pursuant to Section 1.6 of the Agreement ("Test Materials") , Depositor has the right and authority to grant to Code Escrow Agent and SBCTA the rights as provided in this Agreement, provided further that NCC Group's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.6 of this Agreement, is lawful and does not violate the rights of any third parties;

(c) The Software Source Code are not subject to any lien or other encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit,

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limit, or alter the rights and obligations of NCC Group under this Agreement;

(d) The Software Source Code consist of the proprietary technology and other materials identified either in the Contract or Appendix D, as applicable; and

(e) The Software Source Code are readable and useable in their current form or, if any portion of the Software Source Code is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification.

(a) SBCTA may, at SBCTA's expense, cause a verification of any Software Source Code. SBCTA shall notify Depositor and Code Escrow Agent of SBCTA's request for verification. SBCTA may enter into a separate proposal agreement ("Statement of Work") pursuant to which NCC Group will agree, upon certain terms and conditions, to inspect the Software Source Code consistent with one or several of the levels of verification described in the attached Appendix C. Depositor consents to NCC Group's performance of any level(s) of verification described in the attached Appendix C. Upon request by NCC Group and in support of SBCTA's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with NCC Group by providing reasonable access to its technical personnel whenever reasonably necessary.

(b) The Parties consent to NCC Group's use of a subcontractor to perform verification Services provided the Parties are signatories to a SOW for the verification Services. Such subcontractor shall be bound by the same confidentiality obligations as NCC Group and shall not be a direct competitor to either Depositor or SBCTA. NCC Group shall be responsible for the delivery of Services of any such subcontractor as if NCC Group had performed the Services. Depositor warrants and SBCTA warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for NCC Group to perform verification of the Deposit Material.

(c) NCC Group will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or SOW. NCC Group and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; NCC Group responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and NCC Group with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), NCC Group shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Appendix C, the Depositor shall be a necessary Party to the SOW governing the Services.

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(d) Removal of Software Source Code. The Software Source Code may be removed and/or exchanged only on written instructions signed by both the Depositor and SBCTA, or as otherwise provided in this Agreement.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Code Escrow Agent shall maintain the Software Source Code in a secure, climate-controlled facility containing, at a minimum, the following: (a) certified fire suppression system; (b) controlled humidity and temperature levels; (c) air filtration system; (d) vault and building monitored by 24-hour surveillance and security systems; and (e) restricted access throughout the vault to NCC Group authorized personnel. Code Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Source Code. Except as provided in this Agreement, Code Escrow Agent shall not disclose, transfer, make available or use the Software Source Code. NCC Group's independent contractors shall be subject to appropriate confidentiality restrictions with NCC Group. Code Escrow Agent shall not disclose the content of this Agreement to any third party. If Code Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Software Source Code, Code Escrow Agent shall promptly notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or SBCTA to challenge any such order; provided, however, that Code Escrow Agent does not waive its rights to present its position with respect to any such order. Code Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Audit Rights. Upon not less than ten (10) business days' advance written notification by Depositor or SBCTA and no more frequently than once a year, NCC Group agrees that Depositor or SBCTA shall have the right, at its cost and expense, to inspect NCC Group's books and records which provide substantiation of the performance of services by NCC Group to Depositor or SBCTA relating to charges which are set forth in invoices issued by NCC Group to Depositor or SBCTA. Notwithstanding the above, if Depositor's or SBCTA's request for audit occurs during NCC Group's quarter or year end, or such other time during which NCC Group cannot reasonably accommodate such request, the Parties shall mutually agree on an extension to the ten business days' advance written notification. Nothing contained herein will allow Depositor or SBCTA to review data pertaining to other NCC Group customers or proprietary information related to NCC Group's security programs. If Depositor or SBCTA elects to have its authorized representative perform such inspection, the authorized representative, excluding any federal or state agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to NCC Group. NCC Group reserves the right to refuse access to any person who is or represents a competitor of NCC Group. While Depositor or SBCTA and/or its authorized representatives are on NCC Group premises, they must comply with the NCC Group safety and security policies.

SECTION 3. TITLE TO MEDIA

3.1 Title to Media. Title to the media, materials and documents upon which the Software Source Code is written or stored is vested in SBCTA pursuant to Section 28.9 of the Contract but is subject to the provisions of this Agreement on access to and release of such media, materials and documents.

3.2 Disclaimer. Depositor and Code Escrow Agent hereby disclaim and relinquish any title to or ownership of the media, materials and documents upon which the Software Source Code is written or stored. In addition, Code Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Code Escrow Agent under this Agreement.

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SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Agreement, "Release Condition" shall mean any of the following:

(a) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 7 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Depositor, or by or against any Software Supplier as to deposited Software Source Code it owns (other than bankruptcy proceedings instituted by Depositor or any such Software Supplier against third parties), and, if instituted against Depositor or any such Software Supplier, are allowed against Depositor or any such Software Supplier or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution;

(b) A custodian, trustee or receiver is appointed for Depositor or any such Software Supplier or any substantial part of its assets;

(c) Depositor or any such Software Supplier makes or attempts to make an assignment for the benefit of creditors;

(d) Depositor or any such Software Supplier generally fails to pay its debts when they are due or admits of its inability to pay its debts;

(e) Depositor or any such Software Supplier fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and support obligations under the Contract;

(f) The Contract is terminated in whole pursuant to its terms because of an "Event of Default";

(g) Depositor or any such Software Supplier ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract;

(h) Depositor does not continue to provide updates and maintenance releases, or otherwise breaches its software maintenance and support obligations under the Software Maintenance Option during the Software Maintenance Option Period; or

(i) The Expiry Date.

4.2. Filing For Release. If SBCTA believes in good faith that a Release Condition has occurred, SBCTA may provide to Code Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the Software Source Code. To the extent that the Software Source Code is subject to applicable U.S. export control regulations and laws, including ITAR, the SBCTA Work Request to release the Software Source Code must include SBCTA's certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. NCC Group will send a written notice of this SBCTA Work Request within five (5) business days to the Depositor's Authorized Person

4.3. Contrary Instructions. From the date Code Escrow Agent mails the Notice requesting release of the Software Source Code, Depositor shall have ten days to deliver to Code Escrow

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Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that a Release Condition has not occurred or has been cured. Promptly upon receipt of Contrary Instructions within such ten-day period, Code Escrow Agent shall send a copy to SBCTA by commercial express mail. Additionally, Code Escrow Agent shall provide Notice to Depositor and SBCTA that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, Code Escrow Agent shall continue to store the Software Source Code without release pending (i) instructions from Depositor and SBCTA; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten-day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Code Escrow Agent.

4.4. Release of Deposit.

(a) If Code Escrow Agent does not receive Contrary Instructions from the Depositor within such ten-day period, Code Escrow Agent is authorized to, and shall, promptly release the Software Source Code to SBCTA. NCC Group is entitled to receive any undisputed, unpaid Service Fees due NCC Group from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees. This Agreement shall terminate upon the release of all the Software Source Code held by Code Escrow Agent.

(b) Code Escrow Agent shall promptly release all of the Software Source Code upon receipt of Notice signed by both Depositor and SBCTA.

(c) Code Escrow Agent shall also release the Software Source Code to SBCTA as ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3. If SBCTA provides to Code Escrow Agent a written opinion of counsel for SBCTA to the effect that such award, judgment or resolution is final and not appealable, Code Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the Software Source Code in accordance with this Section 4, SBCTA shall have the right and license to use the released Source Code as provided in the Contract. SBCTA shall be obligated to maintain the confidentiality of the released Software Source Code as provided in the Contract.

SECTION 5. TERM AND TERMINATION

5.1. Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless: (a) Depositor and SBCTA jointly instruct Code Escrow Agent in writing that the Agreement is terminated; or (b) Code Escrow Agent provides Notice to Depositor and SBCTA that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Software Source Code are subject to another escrow agreement with Code Escrow Agent, Code Escrow Agent reserves the right, after the initial one-year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Code Escrow Agent are not paid when due, Code Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Code Escrow Agent to cure the default. If the past due

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payment is not received in full by Code Escrow Agent within one month of the date of such Notice, then Code Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending Notice of termination to all Parties. Code Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Code Escrow Agent remains unpaid and delinquent (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 2.1).

5.3. Termination by Resignation. Code Escrow Agent may terminate this Agreement, for any reason, by providing Depositor and SBCTA with 180-days' Notice of its intent to terminate this Agreement. Within the 180-day period, the Depositor and SBCTA shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Code Escrow Agent under this Agreement and shall provide Code Escrow Agent with Notice including instructions authorizing Code Escrow Agent to forward the Software Source Code to another escrow company and/or agent or other designated recipient ("Successor Escrow Agent"). If reasonable attempts to forward the Software Source Code to a Successor Escrow Agent are unsuccessful, NCC Group shall return the Software Source Code to Depositor. In the absence of joint written instructions authorizing the transferal of the Software Source Code to a Successor Escrow Agent, NCC Group shall return the Software Source Code to the Depositor. If reasonable attempts to return the Software Source Code to Depositor are unsuccessful, NCC Group shall destroy the Software Source Code.

5.4. Disposition of Source Code Upon Termination. Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, NCC Group shall return physical Software Source Code to the Depositor and erase electronically submitted Software Source Code. If reasonable attempts to return the physical Software Source Code to Depositor are unsuccessful, NCC Group shall destroy the Software Source Code.

5.5. Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

(a) Depositor's representations and warranties (Section 1.5);

(b) The obligations of confidentiality with respect to the Software Source Code set forth in Section 2.1;

(c) The rights granted in the section entitled Right to Use Following Release (4.5), if a release of the Software Source Code has occurred prior to termination;

(d) The obligation to pay Code Escrow Agent any fees and expenses due;

(e) The obligations of Code Escrow Agent under Section 5;

(f) The provisions of Section 7;

(g) The provisions of Section 8;

(h) Any provisions in this Agreement which specifically state they survive the termination of this Agreement or any Exhibit attached to this Agreement.

SECTION 6. CODE ESCROW AGENT'S FEES

SBCTA shall be responsible for payment and will be designated in the Paying Party Billing Contact

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Table ("**Paying Party**"). SBCTA shall pay to NCC Group all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. NCC Group may update Service Fees with a one-hundred-twenty (120) calendar day written notice to the Paying Party during the Term of this Agreement (as defined in Section 5.1). The Paying Party is liable for any taxes (other than NCC Group income taxes) related to Services purchased under this Agreement or shall present to NCC Group an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by NCC Group when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Software Source Code under the License Agreement or this Agreement, NCC Group is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. With respect to release of Software Source Code or its destruction, Code Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Code Escrow Agent to be genuine. Code Escrow Agent may assume that any employee of a Party to this Agreement who gives any Notice, request, or instruction has the authority to do so. Code Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Code Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Code Escrow Agent.

7.2. Indemnification. Depositor and SBCTA each agree to indemnify, defend and hold harmless Code Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the gross negligence or willful misconduct of Code Escrow Agent.

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold NCC Group fully harmless against any claim or action asserted against NCC Group (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that NCC Group's administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When NCC Group has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of NCC Group without NCC Group's prior written consent, which consent shall not be unreasonably delayed or withheld. NCC Group shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

7.3. Interpleader Any suit in interpleader brought by Code Escrow Agent regarding the interpretation of this Agreement, or the rights and obligations with respect to the Software Source Code in escrow or the propriety of any action contemplated by NCC Group hereunder shall not be by arbitration and may be brought by Code Escrow Agent in any court having jurisdiction as set forth in section 7.4 below.

7.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to conflict of law principles. Except as set forth in Section 7.3, the Parties agree and consent to the exclusive jurisdiction of the courts of the State

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of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which the Parties agree and consent to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in San Bernardino County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Code Escrow Agent to take, or refrain from taking, any action, that Party shall:

(a) Give Code Escrow Agent at least three Business Days' prior Notice of the hearing; and

(b) Include in any such order that, as a precondition to NCC Group's obligation, NCC Group be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and

(c) Ensure that Code Escrow Agent not be required to deliver the original (as opposed to a copy) of the Software Source Code if Code Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

7.6. Limitation of Liability. EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7.2, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO $250,000 (USD).

7.7. Consequential Damages Waiver. IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

7.8. Warranties. NCC GROUP WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALLY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY NCC GROUP PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

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SECTION 8. GENERAL PROVISIONS

8.1. Code Escrow Agent Representation. Code Escrow Agent represents and warrants to SBCTA and Depositor that (a) to the best knowledge of Code Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to SBCTA and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Code Escrow Agent will promptly disclose it in writing to SBCTA and Depositor.

8.2. Entire Agreement. This Agreement (including all Appendices to this Agreement) contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter. Code Escrow Agent is not a party to the Contract between Depositor and SBCTA and has no knowledge of any of the terms and provisions of the Contract. Code Escrow Agent's only obligations to Depositor or SBCTA are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties, except that Appendix D need not be signed by SBCTA.

8.3. Authorized Person(s). Depositor and SBCTA must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the NCC Group escrow account through the NCC Group website or written instruction. Depositor and SBCTA warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing NCC Group with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).

8.4. Notices. NCC Group shall have the right to rely on the last known address provided by each of the Depositor and SBCTA for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Section 4 (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.

8.5. Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed null and void and shall be deemed deleted from this Agreement.

8.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the

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successors and assigns of the Parties. However, Code Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and SBCTA which consent shall not be unreasonably withheld or delayed, except that NCC Group may assign this Agreement without consent to an entity controlling, controlled by, or under common control with NCC Group. Code Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or SBCTA unless Code Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.7. No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.

8.8. Regulations. Depositor and SBCTA are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Software Source Code may be delivered in accordance with the provisions of this Agreement.

8.9. Liability. No member, officer, or employee of SBCTA, Depositor or Code Escrow Agent shall be liable personally hereunder or by reason hereof.

8.10. Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

8.11. Right to Make Copies. NCC Group shall have the right to make copies of the Software Source Code as reasonably necessary to perform this Agreement. NCC Group shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Software Source Code onto any copies made by NCC Group. With all Software Source Code submitted to NCC Group, Depositor shall provide any and all instructions as may be necessary to duplicate the Software Source Code, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by NCC Group as a result of a request to copy will be borne by the Party requesting the copies. Alternatively, NCC Group may notify Depositor requiring its reasonable cooperation in promptly copying the Software Source Code in order for NCC Group to perform this Agreement.

8.12. Attorney's Fees. Any costs and fees incurred by NCC Group in the performance of obligations imposed upon NCC Group solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and SBCTA, including, but not limited to, disputes concerning a release of the Software Source Code shall, unless adjudged otherwise, be divided equally and paid by Depositor and SBCTA.

8.13. No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

8.14. Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to NCC Group, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by NCC Group.

8.15. Authority to Sign. Each of the Parties herein represents and warrants that the execution,

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delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. NCC Group will be able to perform its obligations under this agreement once NCC Group has received a fully executed agreement.

8.16. Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

8.17. Independent Contractor Relationship. Depositor and SBCTA understand, acknowledge, and agree that NCC Group's relationship with Depositor and SBCTA will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

8.18. No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

[signatures on next page]

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

Depositor

TRANSCORE, LP

By:_____
Name:_____
Title:_____

Code Escrow Agent

Approved as to Legal and Operational Content:
NCC Group

Name: Vincent Dattilo
Date: June 18, 2025

NCC Group Escrow Associates, LLC

By:_____
Name:_____
Title:_____

SBCTA

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Name:_____
Title:_____

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APPROVED AS TO FORM:

By:

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APPENDIX A.
ABBREVIATIONS AND DEFINITIONS

See Attachment 1 for additional abbreviations and definitions.

A.1 ABBREVIATIONS

ASCII	American Standard Code for Information Interchange
CCS	Central Communications Server
COTS	Commercial Off The Shelf
ELV	Entry Level Verification
EMS	Event Management System
GLA	Global Leadership Alliance
IBV	Independent Build Verification
ISS	Intrada Synergy Server
ITAR	International Traffic in Arms Regulations
IVIS	Infinity Intelligent Vehicle Identification System
PPS	Plate Processing System
SAST	Static Application Security Test
SOW	Statement of Work
TIS	Traveler Information System
TMC	Toll Management Console
UI	User Interface
USD	United States Dollar
VAT	Value Added Tax
VCARS	Vehicle Capture and Recognition System

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A.2 DEFINITIONS

Agreement means this Source Code Escrow Agreement.

Business Days means the days when business is conducted, excluding weekends and holidays.

Code Escrow Agent means NCC Group Escrow Associates, LLC, a Delaware limited liability company.

Contract means the Toll Services Contract made and entered into the 6th day of June, 2018, between SBCTA, and Depositor.

Contrary Instructions means the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that a Release Condition has not occurred or has been cured

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Depositor means TransCore,LP, a Delaware limited partnership

Notice means an official written notification pursuant to this Agreement.

Off the Shelf Software means Software which is commercially available and readily available for purchase.

Parties means NCC Group Escrow Associates, LLC, a Delaware limited liability company ("Code Escrow Agent" or "NCC Group"), TransCore, LP, a Delaware limited partnership ("Depositor"), and the San Bernardino County Transportation Authority, a public entity of the State of California.

Paying Party means the party designated in the Paying Party Billing Contact Table which shall be SBCTA.

Pre-Existing Software Source Code means Software Source Code that existed before the execution of this Agreement.

Release Condition means specific conditions under which the Software source code may be released as defined in section 4.1 of the Agreement.

SBCTA means San Bernardino County Transportation Authority, a public entity of the State of California.

Service Fees means fees set forth in the Work Request.

Statement of Work means a supplemental order for verification services

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. Software includes all associated features and functions of the TCS, including all updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes which are 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.

Software Source Code means the Software written in programming languages, including but not limited to C and Fortran, including all comments and procedural code and configuration code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architectural standards, describing the data flows, data structures, and control logic of the Software, including Depositor's version of compilers used in connection with the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation, and such other documentation and executables required to independently maintain the Software, and necessary information to build and replicate any specialized hardware, but excludes source code for COTS unless such source code is available to the Depositor.

Source Code Escrow Agreement see **Agreement**.

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TCS means all systems and Subsystems that Depositor is required to provide to SBCTA pursuant to the Toll Services Contract.

TCS Acceptance means the stage of the Design and Development work when the requirements for acceptance of the TCS have been met and SBCTA has provided Notice of Acceptance.

Toll Services Contract see **Contract.**

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APPENDIX B.
AUTHORIZED PERSON NOTICES TABLE

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		**SBCTA/BENEFICIARY (Required information)**	
Print Name		**Print Name**	
Title		**Title**	
Email Address		**Email Address**	
Street Address		**Street Address**	
City		**City**	
State/Province		**State/Province**	
Postal/Zip Code		**Postal/Zip Code**	
Country		**Country**	
Phone Number		**Phone Number**	

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Purchase Order #	

NCC GROUP
All notices should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

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APPENDIX C.
ESCROW SERVICES FEE SCHEDULE – WORK REQUEST

Deposit Account Number	

Service	Service Description - Three-Party Escrow Service Agreement All services are listed below. Check the requested service and submit a Work Request to NCC Group for services requested after agreement signature.	One-Time/Per Service Fees	Annual Fees
☒ **Setup Fee (Required at Setup)**	One-time Setup Fee for NCC Group to setup a standard Three-Party Escrow Service Agreement.	$3,215	
☒ **Deposit Account Fee (Required at Setup)**	NCC Group will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. NCC Group will provide account services that include unlimited deposits, electronic vaulting, access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of $250 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		$1,400
☒ **Beneficiary Fee (Required at Setup)**	NCC Group will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status.		$1,065
☐ **Media File Review Audit**	NCC Group will perform one (1) Media File Review Audit, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically.	$3,870	N/A
☐ **Deposit Review Audit**	NCC Group will perform one (1) Deposit Review Audit on the specified deposit, which includes the outputs of the Media File Review, that the files contain source code, and that sample source files can be edited. The audit includes verification that the source code material within the supplied Deposit Material can be copied to an independent hardware environment and, if encrypted, that the Deposit Material can be accessed using the password or decryption key if supplied. Output includes a report documenting the results of the audit, including the outcomes of each verification objective. A final report will be sent to the requesting Party regarding the Deposit Material.	$8,290 or based on SOW if custom work required	N/A
☐ **Dual Vaulting**	NCC Group will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	$1,025
☐ **Remote Vaulting**	NCC Group will store and manage the Deposit Material in a remote location, designated by the client, outside of NCC Group's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	Call for Quote
☒ **Custom Contract Fee**	Custom contract changes to NCC Group templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	$5,500	N/A
☒ **Entry Level Verification (ELV)**	NCC Group will perform an Entry Level Verification ("ELV") of source code and other material that Depositor will submit as Deposit Material. During the ELV, Depositor will demonstrate the completeness and functionality of the source code by compiling the code while being remotely observed online by an NCC Group Verification Consultant at a mutually agreeable time. The ELV consists of four phases. Phase One – the Verification Consultant reviews the requirements for the build including hardware and tools, examination of the structure and attributes of the source code and relevant associated files, which will be submitted as Deposit Material. Phase Two - the Depositor will compile the source code into a working application while under observation from the Verification Consultant. Phase Three – Depositor will verify that the build is successful and working as expected. The Verification Consultant will work with the Depositor to document the successful build and prepare an ELV report that will document the testing process and outcome. Phase four - Once testing is complete, Depositor shall submit the source code and files used for the ELV as Deposit Material. The Service Fee covers up to eight (8) hours over no more than two (2) consecutive business days.	$22,665	
☒ **Independent Build Verification (IBV)**	Upon receipt of the Deposit Material, NCC Group will perform an Independent Build Verification ("IBV") of the source code. The IBV consists of the following steps: (1) prior to attempting the IBV, a review of the technical questionnaire (as submitted by the Depositor) or previous ELV report (if available) will be conducted by a technical NCC Group consultant; (2) the NCC Group consultant will prepare a suitable build environment, including configuring an appropriate operating system and installing the identified third party software required for compiling; (3) the Deposit Material will be transferred to the build environment. The NCC Group consultant will confirm if appropriate build documentation or instructions have been received; (4) The NCC Group consultant will attempt to build an executable version of the source code (following up as needed with the Depositor); (5) Upon a successful build, a copy of the executable version will be provided to the Beneficiary for testing; (6) The NCC Group consultant will process the deposit for storage and prepare an IBV report detailing the verification process and outcome.	$25,245	
General Terms for all tests and verifications	Fees for testing are due in advance and testing will begin after payment of such fees. If through no fault of NCC Group, testing cannot be completed within twelve (12) months of being ordered, NCC Group will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed. Prior to beginning testing, NCC Group will determine if third party tools or software are required for completion of testing. If such software or tools are required, NCC Group will bill the Paying Party at cost for the additional expense to acquire such tools or		

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	software. Testing will begin after payment of such expense. NCC Group reserves the right to cancel testing and issue a refund if NCC Group determines requirements for testing exceed its contemplated scope of testing services or if NCC Group determines it cannot provide such testing. Price is exclusive of expenses, VAT and sales tax. Verification Fees are subject to change in accordance with standard rates for services.
Additional Verification Services (Fees based on Statement of Work)	
Secure Verification (SAST)	NCC Group will perform a Static Application Security Test ("SAST") to identify any security vulnerabilities in the application source code. The SAST Verification consists of the following steps: (1) Scoping and review of questionnaire (as submitted by the Depositor), followed by an assessment of whether the code base provided is complete, and that all third party dependencies have been provided; (2) the NCC Group Consultant will work with the Depositor to resolve any compilation errors and obtain any missing assemblies or third party libraries; (3) where applicable, the NCC Group Consultant will conduct a pre-scan (translation) of the source code, to ensure the automated SAST assessment can be performed; (4) the NCC Group Consultant will perform an automated scan of the code to analyze the source code for security vulnerabilities. This will be performed using a Static Code Analyzer, (5) Upon completion of the SAST assessment, two reports will be produced. A technical report, containing all SAST assessment results and a list of all identified vulnerabilities will be issued to the Depositor. An executive summary report will be issued to the Beneficiary SAST analysis is available for the following languages: ABAP/BSP, ActionScript/MXML, ASP.NET, VB.NET, C# (.NET), C/C++, Classic ASP, COBOL, ColdFusion CFML, HTML, Java, JavaScript/AJAX, JSP, Objective-C, PHP, PL/ SQL, Python, T-SQL, Ruby, Swift, Visual Basic, VBScript, XML. Additional languages may be supported if agreed in writing between the parties after consultation and review of requirements.
Binary Comparison Verification	NCC Group will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the IBV test, a comparison of the executable files built from the IBV Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.
Full Usability Verification	NCC Group will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Deposit Review and IBV (if applicable). NCC Group will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

NCC GROUP

All Work Requests should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

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APPENDIX D.
DEPOSIT MATERIAL DESCRIPTION

(This document must accompany each submission of Deposit Material)

Company Name		**Deposit Account Number**	
Deposit Name		**Deposit Version**	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	**Quantity**		**Media Type**	**Quantity**
☐ CD-ROM / DVD			☐ USB Drive	
☐ DLT Tape			☐ Documentation	
☐ DAT Tape(4mm/8mm)			☐ Hard Drive / CPU	
☐ LTO Tape			☐ Circuit Board	
☐ Other (please describe):				

	Total Size of Transmission (specify in bytes)	**# of Files**	**# of Folders**
☐ Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Appendix D.

Encryption tool name		**Version**	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to NCC Group at the address below.		☐ NCC Group has inspected and accepted the above described Deposit Material either electronically or physically. NCC Group will notify Depositor of any discrepancies.	
Print Name		**Name**	
Date		**Date**	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to NCC Group, please label all media and mail all Deposit Material with the appropriate Appendix D via commercial express carrier to the following address:

NCC Group
Attn: Vault Administration
6111 Live Oak Parkway
Norcross, GA 30093
Telephone: 800-875-5669

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APPENDIX E.
PRE-EXISTING COTS, DEPOSITOR-DEVELOPED SOFTWARE AND COTS LIST

TYPE OF SOFTWARE		
Pre-Existing Software (COTS)		
Microsoft Windows Server 2016 Data Center		
Microsoft Windows Server 2016 Standard		
Microsoft Windows 10 Professional		
Microsoft SQL Server 2016 Enterprise		
Microsoft SQL Server 2016 Standard		
Microsoft Exchange Server 2016 Standard		
Microsoft Office		
VMware Sphere with Operations Management		
VMware Horizon Virtual Desktop Infrastructure		
Veeam Availability Suite		
Zerto Replication		
CISCO FirePOWER Management Center		
Veritas BackupExec Servers and Agents		
Tenable Nessus Vulnerability Scanner		
Idera SQLDoctor Diagnostics Manager		
Redgate SQL Toolbelt Essentials		
Green Rocket Security GreenRadius		
SolarWinds Network Performance Monitor		
SolarWinds Server and Application Monitor		
SolarWinds Log & Event Manager		
SolarWinds Patch Manager		
Microsemi Domain Time II Server / Audit Server		
FLIR Cameleon		
Q-Free Intrada Synergy Server (ISS)		
Symantec EndPoint Protection		
Symantec Mail Security for Microsoft Exchange		
PTV Group VISSIM		
Moxa MxView (Industrial Network Management)		
Pre-Existing Software (TSP-Developed Software)		
Infinity Digital Video Auditing System (DVAS)		
Infinity Violation Enforcement System (VES)		

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Attachment: Source Code Escrow Agreement - Contract No. 26-1003353 (11854 : Source Code Escrow Agreement for Toll System Contract No.

Infinity Intelligent Vehicle Identification System (IVIS)		
Infinity Vehicle Capture and Recognition System (VCARS)		
Infinity Automatic Vehicle Identification System (AVI)		
Infinity Open Road Tolling System (ORT)		
Infinity Plate Processing System (PPS)		
Infinity Toll Management Console (TMC)		
Infinity Reporting		
Infinity Lane System		
Infinity Express Dynamic Pricing System		
Infinity Express Trip Building		
Infinity Express Finance Management		
Infinity Express Audit and Reconciliation		
Infinity Express Reporting		
Infinity Express CHP Web Interface Portal		
Insight Maintenance On-Line Management System (MOMS)		
Integrity Image Processing		
Integrity Reporting		
TransSuite ATMS Map		
TransSuite Central Communications Server (CCS)		
TransSuite Traveler Information System (TIS)		
TransSuite Event Management System (EMS)		
TransSuite Traffic Management System (TMS)		
TransSuite Thin Client [f/k/a Browser-Based User Interface (UI)]		
TransSuite® Data Portal		
Custom Software		
SBCTA BOS / TCA CSC Interface		
FLIR Cameleon/HiperWall Integration		

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Attachment: Source Code Escrow Agreement - Contract No. 26-1003353 (11854 : Source Code Escrow Agreement for Toll System Contract No.

Minute Action

AGENDA ITEM: 16

Date: September 3, 2025

Subject:
Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 2 to Utility Agreement 24547

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

Authorize the Executive Director, or her designee, to execute Amendment No. 2 to Utility Agreement 24547, Contract No. 19-1002075 for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1, with Inland Empire Utilities Agency, to mitigate Project impacts to four separate utilities, to increase the not-to-exceed amount by $2,241,644.06 for a revised not-to-exceed amount of $2,316,644.06, including contingency; subject to approval as to form by SBCTA General Counsel.

Background:
The Interstate (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project), San Bernardino County Transportation Authority's (SBCTA) first Design-Build Express Lanes project, managed by a combination of in-house staff, consultants, and California Department of Transportation team members, is currently under construction and requires a significant support team to fully manage. Due to the magnitude and financing of the Project, financial reporting is required to both the Federal Highway Administration and the United States Department of Transportation.

Upon review of the status of Right-of-Way capital and Utility Work activities completed to date, a few work items remain to be completed for utility impacts, including final amendments to utility agreements. Staff has coordinated with numerous utility companies to implement utility relocations and mitigate project utility impacts across the I-10 corridor over the past five years.

Staff requests the Board authorize the Executive Director to execute Amendment No. 2 to Utility Agreement 24547, with Inland Empire Utilities Agency (IEUA) upon approval as to form by General Counsel, to facilitate the relocation work and project impacts for four separate utility trunk lines in Ontario, including Utility Conflict Numbers 2003, 2005, 1536, and 1313. Staff held coordination meetings and attended field investigation reviews to verify each of the conflicts and project impacts with IEUA over the past several months. Within the attached amendment, staff and IEUA have outlined and summarized the pertinent details and estimated costs required to compensate IEUA for the remaining project utility work and mitigation impacts, resulting in a not to exceed amount of $2,316,644.06.

Financial Impact:
The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with various State, Federal, Local, and Measure I Freeway and Interchange funds in Program 40, Project Delivery.

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 August 14, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 19-1002075 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03440 Vendor Name: Inland Empire Utility Agency (IEUA)

Description: I-10 Corridor Utility Agreement No. 24547 (Multiple Conflicts) at Council & 4th Street

List Any Related Contract Nos.: 18-1001897

Dollar Amount

Original Contract	$	60,000.00	Original Contingency	$	15,000.00
Prior Amendments			Prior Amendments	$	-
Current Amendment	$	2,241,644.06	Current Amendment		
Total/Revised Contract Value	**$**	**2,301,644.06**	**Total Contingency Value**	**$**	**15,000.00**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**2,316,644.06**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11857

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Utility Agreements

Accounts Payable

Estimated Start Date: 01/01/2020 Expiration Date 12/31/2039 Revised Expiration Date:

N/A N/A N/A

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 2,301,644.06	Total Contingency: $ 15,000.00
GL:	4110	40	0820	0823	53720	41100000	640	MSI-FWY	2,301,644.06	15,000.00
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Chad Costello
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: 4110 Funds have been reduced from I-10 Corridor Utility Admin Contract No. 18-1001897. No contingency required for Amendment 2, and total not to exceed agreement amount shall be $2,316,644.06.

Attachment: 19-1002075-02 CSS (11857 : I-10 Corridor Freight & Express Lanes Project - Contract 1 Amendment 2 to Utility Agreement 24547)

District	County	Route	Post Mile	Project ID No.	EA
8	SBd	I-10	0.0-R13.2	0816000076	08-0C251

Federal Aid No.: CMSTPLN-6053

Owner's File: Drawing No. D4745

FEDERAL PARTICIPATION: On the Project ☒ Yes ☐ No

On the Utilities ☒ Yes ☐ No

SECOND AMENDMENT TO UTILITY AGREEMENT NO. 24547

WHEREAS, the San Bernardino County Transportation Authority, hereinafter called SBCTA, and Inland Empire Utilities Agency, hereinafter called OWNER, have entered into that certain Utility Agreement No. 24547 dated November 14, 2018 ("Agreement"), which Agreement sets forth the terms and conditions pursuant to which OWNER has facilities needing relocation to accommodate SBCTA's construction on Route I-10, Project ID No. 0816000076; and

CN-1536
WHEREAS, Agreement included as part of Utility Facilities, the existing OWNER 21-inch sewer line (CN-1536); and WHEREAS, during execution of the Project, the Utility Facility CN-1536 was positively located adjacent to the I-10 Westbound exit ramp at 4th Street, between the mainline and ramp, in compliance with Government Code Section 4215, where at this location, the Utility Facility is to be protected in place; and

WHEREAS, the Utility Facility was found to be damaged and cracked, prior to the start of any Project Work; and

WHEREAS, SBCTA reported this existing condition to OWNER, and OWNER requested SBCTA carry out the replacement of existing damaged and cracked 21" VCP sewer line CN-1536, on behalf of OWNER, within SBCTA's highway contract using SBCTA's highway design build contractor; and

CN-1313
WHEREAS, Agreement included as part of Utility Facilities, the existing OWNER 24-inch non-reclaimable water (NRW) line located crossing the I-10 near Council Avenue (CN-1313); and

WHEREAS, the Agreement provided for SBCTA to extend the CN-1313 existing encasement to the new Right of Way limits to facilitate the widening of the highway in compliance with Caltrans policy; and

WHEREAS, Agreement included OWNER support of this work consisting of design plan review and intermittent on-site inspections; and during execution of the Project, the existing OWNER 24-inch NRW line CN-1313 was found to be damaged and leaking, and at a higher elevation than expected; and

WHEREAS, this changed condition with CN-1313 expanded OWNER involvement with SBCTA, which requires OWNER to undertake unforeseen desk top studies, field investigations, water quality testing and additional intermittent field inspections to resolve the conflict with OWNER 24-inch NRW line CN-1313; and

CN-2003
WHEREAS, Amendment 1 to Agreement included as part of Utility Facilities, the existing OWNER 30-inch sewer line located outside of State Right-of-Way north and longitudinal to the I-10 between Archibald Avenue and Turner Avenue (CN-2003); and

WHEREAS, Amendment 1 to Agreement included OWNER support for relocation and considered that SBCTA would execute this relocation with its highway contractor and OWNER's work would consist of design plan review and intermittent on-site inspections; and during execution of the Project it was discovered that SBCTA's Project Work had encroached on OWNER's Public Utility Easement which took away OWNER's ability to maintain, repair or replace OWNER 30-inch

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sewer. In addition, it was found that relocation of OWNER 30-inch sewer CN-2003 and the subsequent replacement Public Utility Easement would not be possible due to its close proximity to private properties; and

WHEREAS, SBCTA and OWNER jointly explored and developed opportunities to avoid relocation of the OWNER 30-inch sewer CN-2003 from its proposed relocation longitudinal to the highway, to an alternative location. As a result, SBCTA and OWNER agreed to a transfer of responsibility for the final design and construction of the relocation from SBCTA to OWNER utilizing OWNER's design engineers and construction contractors for the final design and relocation of CN-2003 which will be relocated at some other location that provides access and will become part of a future OWNER Masterplan; and

WHEREAS, two existing above grade OWNER manhole concrete surround collars adjacent to the westbound highway shoulder conflict with SBCTA's proposed shoulder barrier and need to be trimmed back to allow construction of SBCTA's barrier by SBCTA's highway contractor, and SBCTA and OWNER have agreed that OWNER will carry out the trimming work with their own contract resources within 14 days of SBCTA providing traffic control for access to the site; and

CN-2005
WHEREAS, Agreement included as Utility Facilities, the existing OWNER 30-inch Transit Pipe Sewer in 48-inch casing crossing I-10 which then transitions to a 30-inch RCP outside the Southern Right of Way, (CN-2005); and

WHEREAS, during execution of the Project it was found that OWNER needed access to the relocated sewer manholes on the North side of the highway to maintain the sewer, and SBCTA developed a design for OWNER to provide access. SBCTA and OWNER agreed to a transfer of responsibility for the final construction of the access for maintenance of CN- 2005 from SBCTA to OWNER utilizing OWNER's construction contractors for the construction of this access and it will become a future OWNER project; and

NOW, THEREFORE, it is agreed between the parties as follows:

CN-1536
1. SBCTA shall perform replacement of OWNER existing damaged and cracked 21-inch VCP sewer line, as required to accommodate the Project as part of SBCTA's highway construction contract for the conflict identified as CN- 1536 as shown on amended plans Drawing No. D4745 attached herewith.

2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

   "It is mutually agreed that SBCTA will include the work of replacement of OWNER's Utility Facility existing damaged and cracked 21-inch VCP sewer line CN-1536 as part of SBCTA's Project Work. OWNER shall have access to all phases of the work to be performed by SBCTA for the purpose of inspection to ensure that the work being performed for SBCTA is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by SBCTA, OWNER agrees to accept ownership and maintenance of the constructed facility, except in the case of liability determined pursuant to Water Code 7034 or 7035;" and

3. Agreement is amended to insert the following provisions to Section IV PAYMENT FOR WORK:

   "OWNER shall be responsible for the actual cost of said work to CN-1536 to be included in SBCTA's highway construction contract through issuance of a time and materials change order to SBCTA's highway contractor. The estimated costs to OWNER for the work of replacement of existing damaged and cracked 21-inch VCP sewer line CN-1536 to be performed by SBCTA's highway contractor is not to exceed $50,300.00" and

   "OWNER shall credit SBCTA for the actual cost for the replacement of existing damaged and cracked 21-inch VCP sewer line CN-1536 against OWNER's costs incurred. If the actual cost of replacement exceeds the amount of money owed by SBCTA to OWNER, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse SBCTA said expended costs upon receipt of an itemized invoice as set forth herein;" and

4. All other terms and conditions of Agreement remain unchanged.

NOW, THEREFORE, it is agreed between the parties as follows:

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CN-1313

1. OWNER shall work closely with SBCTA and will carry out additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections to assist SBCTA in design and construction of the repair or abandonment of the OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN-1313; and

2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

> "It is mutually agreed that OWNER will include the work of additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections of OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN-1313, and that SBCTA will carry out the work of design and construction of the repair or abandonment of the OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN- 1313 using SBCTA's highway contractor;" and

3. Agreement is amended to insert the following provisions to Section IV PAYMENT FOR WORK:

> "It is mutually agreed between SBCTA and OWNER that the estimated cost of OWNER work is increased by an additional $152,288.06 for the additional work including additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections;" and

4. All other terms and conditions of Agreement remain unchanged.

NOW, THEREFORE, it is agreed between the parties as follows:

CN-2003

1. OWNER will perform replacement of OWNER 30-inch sewer North and longitudinal to the I-10 between Archibald Avenue and Turner Avenue CN-2003 to a revised location which will become part of a future OWNER Masterplan; and

2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

> "OWNER shall be responsible for relocation of OWNER 30-inch sewer North and longitudinal to the I- 10 between Archibald Avenue and Turner Avenue CN-2003 to an alternative location by incorporating it into their future Masterplan. SBCTA will be responsible for carrying out pre-construction feasibility studies including desk top studies, survey and existing flow monitoring and will provide data to OWNER for their use. OWNER will take over responsibility for the final design and construction of their sewer using OWNER's design engineers and construction contractors for the final design and construction of CN-2003 which will be relocated to an alternative location. In addition, OWNER will be fully responsible for costs dealing with the private property owners when they relinquish ownership of the existing sewer to the respective private property owners;" and
>
> "OWNER will be responsible for trimming back the two existing above grade OWNER manhole concrete surround collars that conflict with SBCTA's proposed highway shoulder barrier to allow construction of SBCTA's barrier, and SBCTA and OWNER have agreed that OWNER will carry out the trimming work with their own contract resources within 14 days of SBCTA providing traffic control for access to the site;" and

3. Agreement is amended to insert following provisions to Section IV PAYMENT FOR WORK:

> "SBCTA shall be responsible for payment of the work to be carried out by OWNER for relocation of OWNER 30-inch sewer at their preferred alternative location by incorporating it into OWNER future Masterplan. SBCTA and OWNER have negotiated compensation for this work which is to be completed in an estimated 3 years after completion of SBCTA's I-10 project. This payment will make OWNER whole for the loss of maintainability or renewal of their existing 30-inch sewer North and longitudinal to the I-10 between Archibald Avenue and Turner Avenue CN-2003 and will fully compensate OWNER for any and all claims related to the

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acquisition of property or the construction and use of the I-10 highway Project, including but not limited to the loss of capacity of OWNER 30-inch sewer through the private properties between Archibald Avenue and Turner Avenue. The negotiated cost to SBCTA, payable to OWNER for this future work is a fixed price lump sum of $1,980,000.00 which may be invoiced upon final execution of this amendment;" and

"It is mutually agreed between SBCTA and OWNER that the actual cost of OWNER work is to be increased by an additional $17,686.00 for the additional work of trimming back the two existing above grade OWNER manhole concrete surround collars that conflict with SBCTA's proposed highway shoulder barrier to allow construction of SBCTA's barrier;" and

"It is mutually agreed between SBCTA and OWNER that the actual cost of OWNER work to reinstall three existing above grade OWNER manhole concrete surround collars shall be paid for by SBCTA as part of pad construction, access work that will be bid;" and

4. "Payment of the above amounts shall release SBCTA of all obligations under this Agreement and upon such payment, OWNER waives any and all liabilities, actions, damages, claims, costs, or expenses that it may have against SBCTA, its officers, agents, and employees arising out of or connected with this Agreement."

5. All other terms and conditions of Agreement remain unchanged.

NOW, THEREFORE, it is agreed between the parties as follows:

CN-2005

1. OWNER will perform construction of OWNER access to the relocated sewer manholes on the North side of the highway to enable them to maintain the relocated sewer CN-2005 and;

2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

"OWNER shall be responsible for final construction of OWNER maintenance access North side of the highway CN-2005 including two manhole concrete collars removed by OWNER and an additional manhole left stranded by SBCTA work previously which will need to have the collar removed, dirt leveled, and a new Manhole cover placed. SBCTA will be responsible for carrying out design services and providing these designs to OWNER for their use. OWNER will take over responsibility for the final design and construction of these access facilities using OWNER's design engineers and construction contractors for the final design and construction of CN-2005. In addition, OWNER will be fully responsible for dealing with the private property owners;" and

3. Agreement is amended to insert following provisions to Section IV PAYMENT FOR WORK:

"SBCTA shall be responsible for payment of the work to be carried out by OWNER for design and construction of OWNER maintenance access on the North side of the highway. SBCTA and OWNER have estimated compensation for this work, which is to be completed in parallel with, or after completion of, SBCTA's highways work. This payment will make OWNER whole for the loss of maintenance access to their existing 30-inch sewer CN-2005 and will fully compensate OWNER for final design and construction of maintenance access to OWNERS 30" Transite pipe sewer manholes.

It is mutually agreed between SBCTA and Owner that the Actual cost of OWNER work is to be increased by an additional $142,000.00;" and

4. All other terms and conditions of Agreement remain unchanged.

5. Attached Table 1, 2 and 3 summarizes the basis of cost used to come to this agreement and has been attached for reference.

6. Negotiated and Approved Estimate provides detailed costs for CN-2003 alternative design and construction has been attached for reference.

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SIGNATURE PAGE TO
UTILITY AGREEMENT NO. 24547 AMENDMENT No. 2

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Owner:
INLAND EMPIRE UTILITIES AGENCY

APPROVED

By: _____
Title: Shivaji Deshmukh
General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Title: Marty Cihigoyenetche
General Counsel

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity

APPROVED

By: _____
Carolyn Schindler
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Title: Julianna K. Tillquist
General Counsel

Date: _____

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Attachment: IEUA UA Amendment Final-4-28-25 Edits - SBCTA Legal Approval (For review/approval) (11857 : I-10 Corridor Freight & Express

Minute Action

AGENDA ITEM: 17

Date: September 3, 2025

Subject:
Climate Pollution Reduction Grant Program Update

Recommendation:
Receive an update on the Environmental Protection Agency's Climate Pollution Reduction Grant.

Background:
Climate Pollution Reduction Grants (CPRG) Program Background Information

The CPRG Planning program provides grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas (GHG) emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act provides an investment of $5 billion to support efforts by states and municipalities to develop and implement local GHG reduction strategies. This two-staged grant program provides funding of $250 million for non-competitive planning grants and $4.6 billion for competitive implementation grants. Planning grant funds can be used to update existing climate, energy, or sustainability plans.

The Environmental Protection Agency (EPA) has been committed to supporting the development of Climate Action Plans (CAP) and the expeditious implementation of investment-ready policies, programs, and projects to reduce GHG emissions in the near term. Through the CPRG program, the EPA has been supporting the development and deployment of technologies and solutions that will reduce GHG emissions and harmful air pollution, as well as transition America to a clean energy economy that benefits all Americans.

On July 5, 2023, the San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized the Executive Director to execute a Restricted Grant Agreement between SBCTA and the EPA for a not-to-exceed amount of $1 million for the development of a regional Comprehensive Climate Action Plan (CCAP) for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA). To expeditiously accommodate the new grant funding and begin work on the project with a very tight deadline for phase I, SBCTA prepared a CPRG Work Plan and schedule with the EPA to outline how the $1 million could be expended. On December 6, 2023, the SBCTA staff presented to the Board the progress of the CPRG Planning program. Since the project is more aligned with the SBCOG, the Board, acting as both SBCTA and SBCOG, approved SBCTA/SBCOG to serve as the lead agency on the CPRG implementation application, which was submitted to the EPA in April 2024. In July 2024, we received the news that the funding application was not awarded; however, a partnership application with the South Coast Air Quality Management District (SCAQMD) was awarded $500 million to implement projects such as incentives for medium and heavy-duty vehicle charging facilities.

The proposed program and projects are intended to provide support to all Riverside and San Bernardino County member jurisdictions by offering a menu of options for the jurisdictions to use the previously-developed GHG Reduction Plans in each county and their inventory, reduction measures, and reporting tools to implement projects and programs that reduce GHG

emissions and achieve the goals of the CPRG program. The project is being developed as part of the nationwide CPRG Planning program in partnership with the Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments (CVAG), Mojave Desert Air Quality Management District, Southern California Association of Governments (SCAG), and SCAQMD. SBCTA/SBCOG successfully delivered on its first milestone of developing the Priority Climate Action Plan (PCAP) on March 1, 2024.

Inland Empire (Riverside-San Bernardino-Ontario) MSA Progress Report

The PCAP section of the CPRG Planning document provides a comprehensive summary of GHG reduction measures for the Riverside-San Bernardino-Ontario MSA, comprised of 54 jurisdictions in San Bernardino and Riverside Counties that are affiliated with the three Councils of Governments (COGs). The GHG reduction measures are organized into two main sections:

- Priority Regional Measures that represent the entire MSA that have broad applicability to the region and suitability for the CPRG's Implementation Grant Application.
- Additional measures that represent the full range of GHG reduction measures in each COG's existing CAPs that have been adopted or drafted by the COG's themselves (regional CAPs) or by individual jurisdictions (local CAPs).

In total, the PCAP's GHG reduction measures cover 25 jurisdictions in San Bernardino County and 29 jurisdictions in Riverside County.

Comprehensive Climate Action Plan

The CCAP is a broader and more comprehensive plan that builds upon the PCAP that was published on March 1, 2024. The CCAP builds a roadmap for reducing GHG emissions across the Riverside-San Bernardino-Ontario MSA by establishing both near and long-term GHG emission reduction goals, strategies, and measures for all major sources of GHG.

The CCAP is organized into six chapters:
- Chapter 1: CPRG Overview
- Chapter 2: GHG Inventories, Projections, and Reduction Targets
- Chapter 3: GHG Reduction Measures
- Chapter 4: Co-Benefits Analysis
- Chapter 5: Workforce Planning Analysis
- Chapter 6: References; A. Appendices of CVAG Local Profiles; B. WRCOG Local GHG Reduction Measures; C. GHG Quantification Methods, Authority to Implement; D. Co-Benefits Analysis Methods; E. Workforce Development Programs; F. Engagement Summary.

The document includes a GHG inventory and emissions projections, reduction targets, emission reduction actions, co-benefits analysis, and workforce planning analysis of 54 jurisdictions in San Bernardino County and Riverside County that are affiliated with the three COGs. Sectors included in the MSA GHG inventory include building energy, on-road vehicles, off-road equipment, agriculture, solid waste management, wastewater treatment, water transport, distribution, and treatment, commuter rail, and aviation. The highest GHG emission sector within the MSA is on-road vehicles. The lowest GHG emission sector is agriculture. Within the SBCTA/SBCOG jurisdiction, the highest GHG emission sector is on-road vehicles, and the lowest sector is wastewater treatment. The baseline for business-as-usual projections shows a steady increase in GHG emissions across SBCTA/SBCOG, CVAG, WRCOG, and Unincorporated

Riverside County from 2016 to 2045. Through reduction actions identified within the CCAP, there will be an average of 40% emission reductions across SBCTA/SBCOG jurisdictions by the year 2030. The SBCTA/SBCOG's subregional 2045 goal is 84% emission reductions from 2016 levels. These reductions will be achieved through a combination of state, regional, and local measures selected by SBCTA/SBCOG cities as part of the 2022 San Bernardino Regional GHG Reduction Plan Update. In addition, three new regional measures have been developed for the PCAP and CCAP on light-duty EV charging, building decarbonization, and goods movement decarbonization.

The GHG reduction measures within the CCAP will bring both direct and indirect (co-benefits) to communities with the MSA. There are three regional measures in the CCAP that are assessed individually, while the CCAP's extensive local measures are grouped into categories that represent an overarching strategy to facilitate the co-benefits assessment. Many of the measures identified in the CCAP provide additional social, economic, or environmental advantages to the target population while also reducing GHG emissions. Regional measures include expansion of light-duty infrastructure, decarbonizing existing buildings, and decarbonizing goods movement. A total of 14 local measures were identified in the co-benefits analysis. The measures are: building and appliance electrification, energy efficiency and resilience, green building and urban design, shift to renewable energy, reduce Vehicle Miles Traveled through land use changes, clean vehicles and reduced tailpipe emissions, mode shift, expand and improve transit, materials recycling and waste reduction, water conservation, expand community resilience, promote sustainable business practices, expand carbon sequestration, and local agriculture.

To implement the CCAP measures, key occupations were identified in the workforce planning analysis. The analysis includes employment and job concentration, supply, demand, and workforce gaps, strategies and solutions to address gaps and workforce challenges, as well as certifications, training, and workforce development programs. Occupations identified were jobs related to building energy, on-road transportation, off-road transportation, solid waste, agriculture, water, and wastewater.

The draft CCAP was submitted for internal review to the staff of SBCTA/SBCOG, WRCOG, and CVAG on July 22, 2025. The EPA has notified SBCTA/SBCOG that they received a copy of the draft document and confirmed that this meets one of our grant milestone requirements.

SBCTA/SBCOG CPRG Timeline and Next Steps

The timeline of SBCTA/SBCOG involvement thus far has been:

- On July 5, 2023, the Board authorized the Executive Director to approve grant terms and conditions between SBCTA and the EPA for receipt of an amount not-to-exceed $1 million. It was agreed that SBCTA would serve as the lead agency for the development of the PCAP, collaborating with WRCOG, CVAG, the air districts, and SCAG. California Air Resources Board was taking the lead at the state level.
- On July 20, 2023, the $1 million planning grant was awarded to SBCTA as lead for the Riverside-San Bernardino-Ontario MSA by the EPA.
- On September 20, 2023, the EPA issued a Notice of Funding Opportunity on CPRG Implementation grants.
- On October 6, 2023, a kickoff meeting was held with the consultant and participating stakeholder agencies, with frequent meetings between the staff of the three COGs since that time.

- On October 25, 2023, a kickoff meeting was held with the SBCTA/SBCOG jurisdictions at the Planning and Development Technical Forum.
- On December 6, 2023, staff provided an update on the CPRG Planning and Implementation Grant programs. A discussion of the CPRG strategy with the SBCTA/SBCOG Board occurred, and the Board authorized SBCTA/SBCOG staff to take the lead on the CPRG Implementation Grant program application.
- On February 7, 2024, a staff presentation was made to the SBCTA/SBCOG Board on the CPRG PCAP planning document and discussion of the CPRG strategy of Priority Reduction Measures for the grant application took place.
- On March 1, 2024, SBCTA/SBCOG submitted PCAP to the EPA.
- In September 2024, the consultant team began GHG inventory and projections, target setting, and measure selection and quantification with special focus given to CVAG cities.
- In February 2025, baseline GHG inventories were completed for SBCOG, WRCOG, and CVAG. Findings were presented as part of the monthly engagement with local jurisdictions.
- In March 2025, the "business as usual" and adjusted projections were completed for both counties. Findings were presented as part of the monthly engagement with local jurisdictions.
- In May 2025, the consultant team projected to begin work on benefits and workforce planning analysis chapters.
- In June 2025, the consultant team finalized GHG reduction targets for CVAG cities, calculated the 2045 emission reduction requirements for each subregion, refined the co-benefits analysis, authority to implement, funding analysis, and identified occupations for the workforce necessary to implement the CCAP measures.
- In July 2025, the consultant team provided the draft CCAP for SBCOG, WRCOG, and CVAG staff review. Staff has submitted the draft CCAP to the EPA.
- In December 2025, SBCTA/SBCOG will submit the final CCAP document to the EPA on behalf of the MSA.

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

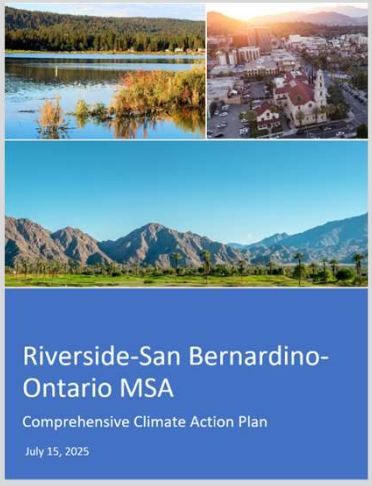
Reviewed By:
This item was received by the General Policy Committee on August 13, 2025.

Responsible Staff:
Josh Lee, Deputy Director of Planning

Riverside-San Bernardino-Ontario Metropolitan Statistical Area Comprehensive Climate Action Plan

CTA
San Bernardino County Transportation Authority

COG
San Bernardino Council of Governments



- Roadmap for reducing GHG emissions across the MSA
- Includes the San Bernardino Council of Governments (SBCOG), the Western Riverside Council of Governments (WRCOG) and the Coachella Valley Association of Governments (CVAG).
- Builds on the Priority Climate Action Plan – published March 1, 2024

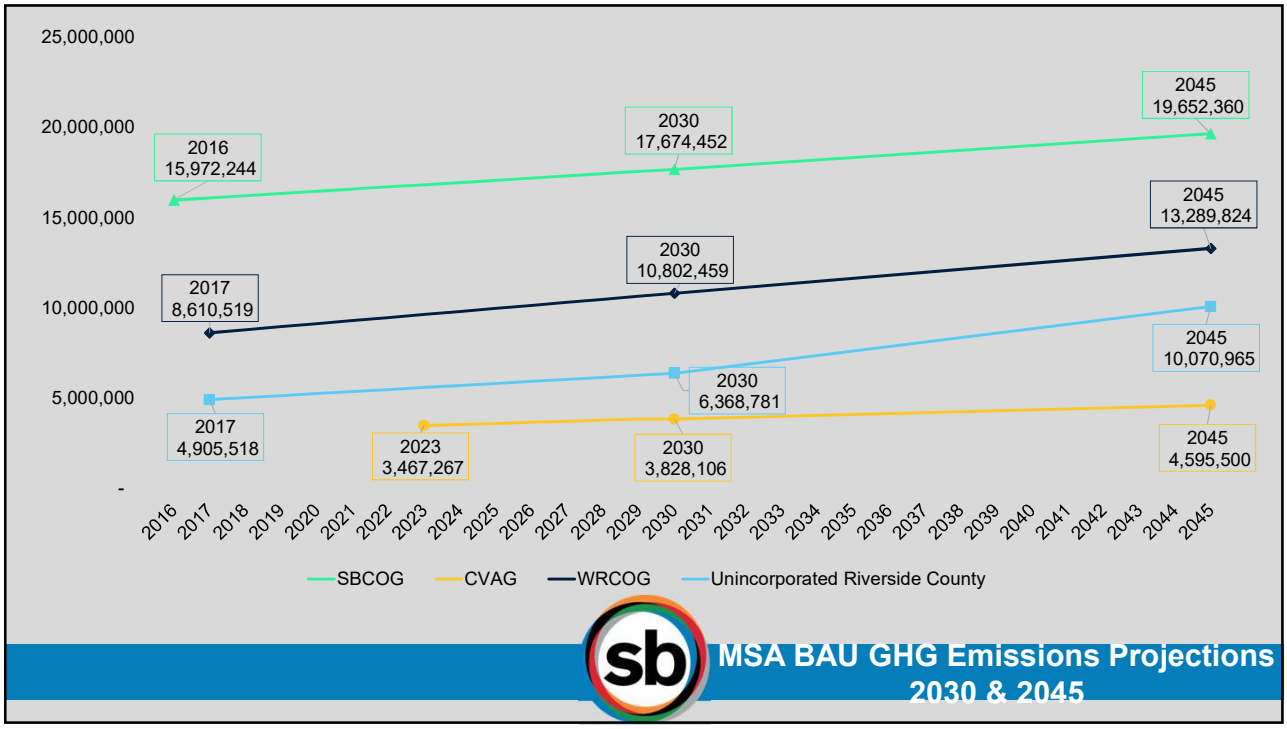
CCAP/CPRG Overview

Attachment: 11301 MSA Comprehensive Climate Action Plan PowerPoint (11868 : Climate Pollution Reduction Grant Program Update)

GHG Emissions by Sector ($MTCO_2e$) for Entire Region (MSA)						
Sector	**CVAG (2023)**	**SBCOG (2016)**	**WRCOG (2017)**	**Unincorporated Riverside County (2017)**	**Region Total**	**% of Region total**
Building Energy	1,464,682	5,649,589	3,670,257	1,188,139	11,972,667	36.3%
On-Road Vehicles	1,550,113	8,223,640	3,862,079	1,766,784	15,402,616	46.7%
Off-Road Equipment	157,570	247,911	362,752	3,883	772,116	2.3%
Agriculture	1,405	559,685	85,846	1,670,954	2,317,890	7.0%
Solid Waste Management	250,020	1,074,629	493,433	204,365	2,022,447	6.1%
Wastewater Treatment	15,343	70,039	28,477	44,606	158,465	0.5%
Water Transport, Distribution, and Treatment	28,135	146,750	93,971	N/A	268,856	0.8%
Commuter Rail	N/A	N/A	13,704	N/A	13,704	0.04%
Aviation	N/A	N/A	N/A	26,786	26,786	0.08%
Total	3,467,267	15,972,243	8,610,519	4,878,731	32,955,546	100.0%

Note: Totals may not add up due to rounding.

MSA GHG Inventory (MTCO2e)



MSA BAU GHG Emissions Projections 2030 & 2045

Attachment: 11301 MSA Comprehensive Climate Action Plan PowerPoint (11868 : Climate Pollution Reduction Grant Program Update)

SBCOG Jurisdictions Baseline Level and 2030 Emissions Reduction Targets		
Jurisdiction	Baseline level	Reduction % by 2030
Adelanto	2020 BAU	40%
Apple Valley	2005	40%
Barstow	2020 BAU	40%
Big Bear Lake	2008	32%
Chino	2008	46%
Chino Hills	2008	35.1%
Colton	2008	46%
Fontana	2008	46%
Grand Terrace	2020 BAU	42%
Hesperia	2020 BAU	40%
Highland	2016	40%
Loma Linda	2008	25%
Montclair	2016	42%
Needles	2020 BAU	35.9%
Ontario	2016	40%
Rancho Cucamonga	2016	40%
Redlands	2008	35.1%
Rialto	2016	40%
San Bernardino	2016	40%
Twentynine Palms	2008	46%
Upland	2016	40%
Victorville	2008	40%
Yucaipa	2008	46%
Yucca Valley	2020 BAU	40%
Unincorporated San Bernardino County	2020 BAU	40%

SOURCE: San Bernardino County Greenhouse Gas Reduction Plan (2021)

GHG Reduction Targets – 2030

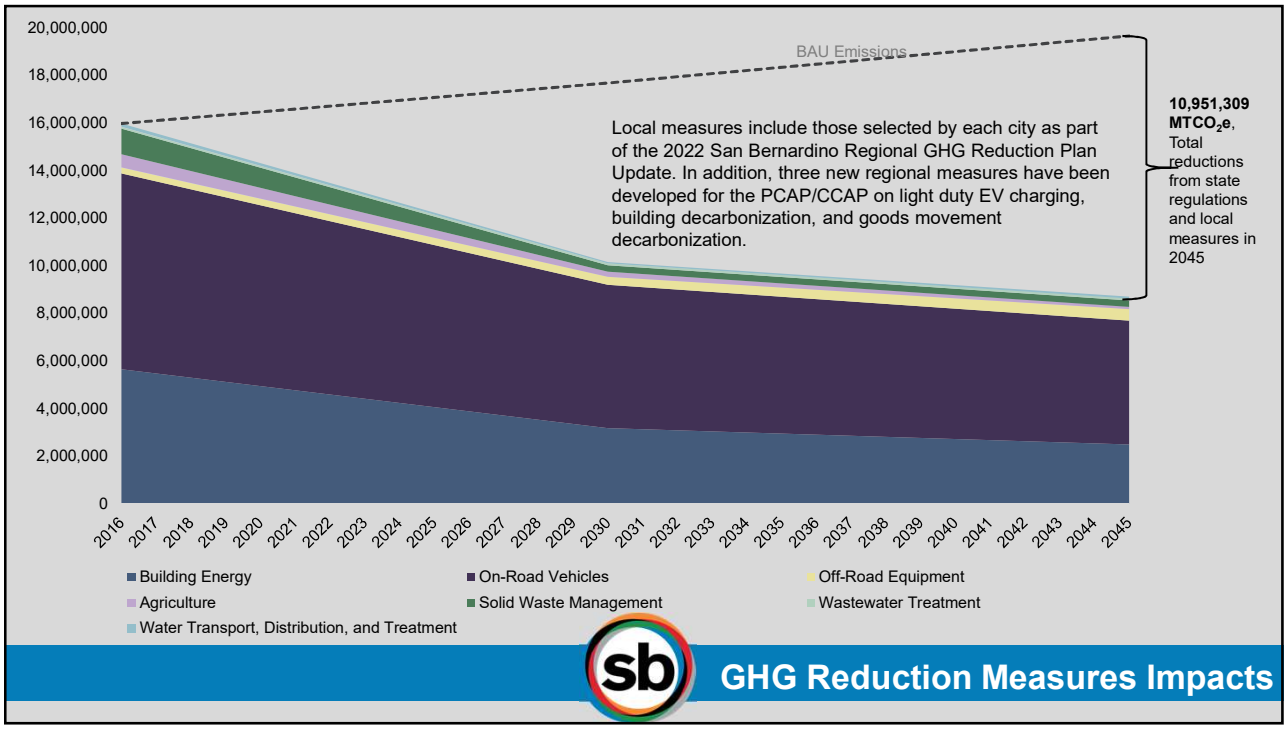
SBCOG Emissions Reduction Targets for 2045	
Data/Metric	Amount ($MTCO_2e$) [a]
2016 Baseline Emissions for all 25 cities	15,972,244
2016 Population [b]	2,134,967
2016 Employment [b]	791,252
2016 Service Population (SP)	2,926,219
2016 (Baseline) GHG SP ($MTCO_2e$/SP) [c]	5.5
2045 GHG SP Target ($MTCO_2e$/SP) – 84% reduction	0.88
2045 Service Population	3,873,737
2045 GHG Emissions Target (Total $MTCO_2e$)	3,408,899

a – Numbers represent the 25 SBCOG jurisdictions, including the unincorporated county.
b – Based on socioeconomic data from SBCOG, 2019.
c – GHG SP = emissions divided by service population (population + employment).

(for consistency with AB 1279 state target)

GHG Reduction Aspirational Targets

Attachment: 11301 MSA Comprehensive Climate Action Plan PowerPoint (11868 : Climate Pollution Reduction Grant Program Update)



GHG Reduction Measures Impacts

Local Measures	Air Quality Co-benefits Category	Air Pollution	Other Pollution	Public Health	Resource Conservation	Economic Development	Community Awareness & Capacity Building	Parks and Urban Greening	Community Resilience
Building and Appliance Electrification	Building Electrification	X	X	X	X	X			X
Energy Efficiency and Resilience	Energy Efficiency	X	X	X	X		X		X
Green Building and Urban Design	Energy Efficiency	X	X	X	X		X	X	X
Shift to Renewable Energy	Renewable Energy	X	X	X	X	X	X		X
Reduce VMT through Land Use Changes	VMT Reduction	X	X	X			X	X	X
Clean Vehicles and Reduced Tailpipe Emissions	Vehicle Electrification	X	X	X		X			
Mode Shift	VMT Reduction	X	X	x		X	X		X
Expand and Improve Transit	VMT Reduction	X	X	X			X		
Materials Recycling and Waste Reduction	NA	X	X	X	X	X	X		X
Water Conservation	Energy Efficiency			X	X				X
Expand Community Resilience	NA			X			X		X
Promote Sustainable Business Practices	NA			X		X			X
Expand Carbon Sequestration	NA	X		X				X	X
Local Agriculture	NA	X		X	X				X

Co-benefits Analysis

Attachment: 11301 MSA Comprehensive Climate Action Plan PowerPoint (11868 : Climate Pollution Reduction Grant Program Update)

Identifies occupations for the workforce necessary to implement CCAP measures by each sector, including:

- Employment and job concentration
- Supply, demand, and workforce gaps
- Strategies and solutions to address gaps and workforce challenges (Certifications, trainings, and workforce development programs)

Workforce Planning Analysis

Appendix A
- CVAG City Profiles

Appendix B
- WRCOG GHG Reduction Measures

Appendix C
- GHG Quantification Methods

Appendix D
- Authority to Implement

Appendix E
- Co-Benefits Analysis Methods

Appendix F
- Workforce Development Programs

Appendix G
- Engagement Summary

Appendices

Attachment: 11301 MSA Comprehensive Climate Action Plan PowerPoint (11868 : Climate Pollution Reduction Grant Program Update)

Minute Action

AGENDA ITEM: 18

Date: September 3, 2025

Subject:
Award Contract No. 25-1003186 for Evacuation and Resilience Center Design Study

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

Award Contract No. 25-1003186 with Jacobs Engineering Group, Inc., to conduct an Evacuation and Resilience Center Design study, in the amount of $616,830.12, to be funded with a State of California Climate Adaptation Planning grant, with a period of performance ending June 30, 2027.

Background:
Project Background

San Bernardino County Transportation Authority (SBCTA) applied for a California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant in January 2024. On July 9, 2024, SBCTA was awarded $725,000 for the SBCTA Evacuation and Resilience Center Design (ERCD) Study. SBCTA has allocated $101,250 of in-kind contributions (staff time), representing the minimum 11.47% local match required for the grant, for a total project cost of $826,250.

The ERCD Study will build upon the current SBCTA Emergency Evacuation Network Resilience Study by identifying up to five high-hazard areas in San Bernardino County that could benefit from Resilience Centers. The ERCD Study will then propose project locations for each of the five high-hazard areas and provide conceptual designs and planning-level estimates. Exact project locations will be determined through Task 2 of this project in coordination with member agencies to provide input and comments. The Resilience Center sites will be presented to the SBCTA Board of Directors (Board) for final approval and feedback. The project will build on the conceptual designs for Resilience Centers in Task 2 by adding the inclusion of micro-grids to temporarily provide power to the Resilience Center during climate-related incidents. Lastly, in Part 3, the consultant will evaluate opportunities to incorporate non-capacity enhancements or strategies into the regional transportation network to support emergency evacuation in times of natural disaster.

On September 4, 2024, the Board acting as SBCTA took action to accept the grant award and negotiate the grant contract with Caltrans, release a Request for Proposals (RFP), and formally adopt the project budget

Project Contract Approval

On May 6, 2025, SBCTA released RFP No. 25-1003186, seeking a firm knowledgeable and experienced in development of an ERCD Study.

The RFP notification for this project was received by 398 consultants registered on PlanetBids and was downloaded by 22 firms. A Pre-Proposal conference was held on May 15, 2025, and attended by 12 firms. On May 19, 2025, one firm requested an extension to the due date of proposals. Originally, the due date was May 29, 2025, but was extended to June 10, 2025, to provide all interested parties maximum time to submit proposals.

On June 10, 2025, SBCTA received three proposals. The three firms to submit proposals were IMEG Corporation, MNS Engineers, Inc., and Jacobs Engineering Group, Inc.

The Evaluation Committee consisted of two SBCTA staff, one representative from Caltrans, and one representative from the Western Riverside Council of Governments. The procurement member assigned to the RFP reviewed each proposal and determined that all three were responsive to the requirements of the RFP.

The Evaluation Committee individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience, and References of the Firm – 15 points, Proposed Staffing and Project Organization – 25 points, Work Plan - 50 points, and Price - 10 points, for a total of 100 points. Following the panel review and short-list meeting, Jacobs Engineering Group, Inc. and MNS Engineers, Inc., were invited for an interview for the project.

On June 26, 2025, the firms that were invited to interview provided presentations on their firms' capabilities to fulfill the obligations of the Scope of Work (SOW) and engaged in a question-and-answer process with the Evaluation Committee. The Evaluation Committee independently scored each firm based on the presentation as well as the firm's answers to the questions asked.

In determining the final firm to be recommended for award of the contract, the scores from the proposal review and interview processes were combined to provide a cumulative score. The assigned weights were 60% for the technical proposal and 40% for the interview, for a total of 100%. The weighted score ranked Jacobs Engineering Group, Inc., as the top firm in the process. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team capable of delivering the SOW as outlined in the RFP. Conclusively, staff recommends Jacobs Engineering Group, Inc. be awarded the contract in an amount not-to-exceed $616,830.12, for a period of performance ending June 30, 2027.

Financial Impact:
This item is included in the adopted Budget for Fiscal Year 2025/2026 and funded with a State of California Climate Adaptation Planning grant under Reciprocal Grant Agreement #74A1694.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. Staff has updated the item to address questions by the Geneal Policy Committee, and the additional information is in bold in the "Background" section. Additionally, the SBCOG department will now be the contract and project lead. Staff changes have been made in the CSS and the contract to reflect the change. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Steve Smith, Director of Planning & Regional Programs

Contract Summary Sheet

General Contract Information

Contract No: 25-1003186 Amendment No.:

Contract Class: Payable Department: Council of Governments

Vendor No.: 01123 Vendor Name: Jacobs Engineering Group, Inc.

Description: Evacuation and Resilience Center Design Study (ERCD)

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	616,830.12	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**616,830.12**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**616,830.12**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11869

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

State Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 09/03/2025 Expiration Date: 06/30/2027 Revised Expiration Date:

NHS: N/A QMP/QAP: N/A Prevailing Wage: No

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 616,830.12	Total Contingency: $ -
GL:	2646	20	0110	0115	52001	42216253		Climate Adapt Plan	616,830.12	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Suzanne Peterson
Project Manager (Print Name)

Monique Reza-Arellano
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - ERCD Jacobs (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design Study (ERCD))

CONTRACT NO. 25-1003186

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

JACOBS ENGINEERING GROUP, INC.

FOR

EVACUATION AND RESILIENCE CENTER DESIGN STUDY

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 Jacobs Engineering Group, Inc. ("CONSULTANT"), whose address is 3550 Vine Street, Suite 205, Riverside, CA 92507. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

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RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. 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 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 CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT 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: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

1.2 The Project Manager for this Contract is Suzanne Peterson, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department 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; 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 full force and effect through June 30, 2027 or until otherwise terminated, 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 Total compensation to CONSULTANT 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 CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is Six Hundred Sixteen Thousand, Eight Hundred Thirty Dollars and Twelve Cents. ($616,830.12) . 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 and include CONSULTANT'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 CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

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, 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 October 1, 2026, and shall be applied each October 1st for the term of the Contract.

3.3 INTENTIONALLY OMITTED

3.4 INTENTIONALLY OMITTED

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Attachment: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT'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.

3.6 All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, thirty (30) 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 CONSULTANT 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) completed by CONSULTANT 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 CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'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 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT 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 CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT 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 NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

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Attachment: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 INTENTIONALLY OMITTED

ARTICLE 5. 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 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 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 7. 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 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 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, the California State Auditor, or other authorized representatives of SBCTA access to CONSULTANT'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. 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.

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Attachment: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

8.2 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 CONSULTANT receives any audit recommendations, the cost or price 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 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

8.3 Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

9.1 CONSULTANT 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 CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

9.2 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. 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, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any 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.

ARTICLE 10. 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 CONSULTANT is performing to 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 11. TECHNICAL DIRECTION

11.1 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:

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Attachment: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

11.1.1 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 Scope of Work.

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

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

11.1.4 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 subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 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:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

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

11.2.4 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;

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

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

11.2.7 Approves any demand or claims for additional payment.

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

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

11.5 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 sections 11.2.1 through 11.2.7 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 CONSULTANT, SBCTA shall:

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

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 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 an amendment to this Contract.

12.2 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 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 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, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, 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.

13.2 The CONSULTANT and all subconsultants 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, CONSULTANT and all subconsultants 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 14. 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.

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ARTICLE 15. 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 rates) 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's Project Manager. 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 this Contract. Key Personnel are:

Name	Job Classification/Function
John Khoury	Project Manager
Loren Bloomberg	Senior Advisor

ARTICLE 16. 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 standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

17.1 If, as a 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.

17.2 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.

17.3 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 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 remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by

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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.

17.4 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.

17.5 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.

17.6 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 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 as well as any materials 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 court 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

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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 deliverables 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 any term of 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.

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 section “Termination” above.

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 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $2,000,000 per claim
- An annual aggregate limit of not less than $2,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the

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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 secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. 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 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 **$2,000,000 each occurrence and with $2,000,000 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.
  - $2,000,000 per occurrence limit for property damage or bodily injury
  - $1,000,000 per occurrence limit for personal injury and advertising injury
- 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 **$2,000,000** 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 Technology Professional Liability Errors and Omissions Insurance. INTENTIONALLY OMITTED

21.1.8 Railroad Protective Liability. INTENTIONALLY OMITTED

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

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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 and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 12 19, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and California Department of Transportation and their officers, directors, members, employees, and agents, 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 of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA 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, 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.

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 subconsultants 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

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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 subconsultant, 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 CONSULTANT's or subconsultants' 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.

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, 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.

21.2.7 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 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 Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 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.

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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.

21.2.9 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 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.

21.2.10 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.

21.2.11 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, 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.

21.2.12 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.

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21.2.13 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 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 Contract amendment.

21.2.14 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 subconsultant(s) 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.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA 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 SBCTA.

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 San Bernardino Council of Governments ("SBCOG"), SBCOG's Entities and California Department of Transportation, and all their authorized officers, employees, and agents (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims ("Claims") to the extent the Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG, SBCOG's Entities and California Department of Transportation, and all their authorized officers, employees, agents ("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

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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. CONSULTANT'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 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 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.

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 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 sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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 pursuant to 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 following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into 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 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 given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	**To SBCTA**
3550 Vine Street, Suite 205	**1170 W. 3rd Street, 2nd Floor**
Riverside, CA 92507	**San Bernardino, CA 92410-1715**
Attn: John Khoury	**Attn: Suzanne Peterson**
Email:John.Khoury@jacobs.com	**Email: speterson@gosbcta.com**
Phone: (619) 956-6622	**Phone: (909) 884-8276**
2nd Contact: Hany Haroun	**Copy: Council of Governments Manager**
Email: Hany.Haroun@jacobs.com	**Email: procurement@gosbcta.com**

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 notice 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 this 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 17.

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 Scope of Work 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 OSHA regulations and 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 all safety instructions issued by SBCTA or their representatives.

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. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

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

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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 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 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 the 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.

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.

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ARTICLE 48. 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: 25-1003186 ERCD STUDY-Jacobs - Final (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center Design

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

JACOBS ENGINEERING GROUP, INC.

By: _____
Hany Haroun
Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Jason Adkisson
Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

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Attachment: RFP25-1003186 EXHIBIT A SCOPE OF WORK (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center

EXHIBIT “A”

“SCOPE OF WORK”

SCOPE OF WORK

Project Information	
Grant Category	**Climate Change**
Grant Fiscal Year	**2024/2025**
Project Title	SBCTA Evacuation and Resilience Center Design Study
Organization (Legal name)	**San Bernardino County Transportation Authority**

Introduction

The San Bernardino County Transportation Authority (SBCTA) is seeking a consultant to develop an Evacuation and Resilience Center Design (ERCD) Study building upon the recently funded California Department of Transportation (Caltrans) Emergency Evacuation Network Resilience (EENR) Study and as a complement to the Resilient IE Tool Kit.

The ERCD study is intended to be completed in three parts.

Part 1 will focus on the identification, evaluation and recommendation for a series of locations to be considered as Resilience Centers (Centers). The ERCD project will identify up to 5 areas within San Bernardino County that are located in high-hazard areas. Additional criteria for consideration are included in Task 2 below.

The Centers are intended to be:

- A year-round community benefit featuring a variety of programmatic themes.
- Situated and equipped in a manner that allows for their use during periods of natural disaster, emergency evacuation or weather induced need.
- Capable of being funded and administered with known resources.

Part 2 will evaluate the identified Resilience Centers for the possibility of implementing microgrids at the location in support of primary operations and for community benefit. Secondarily in the capacity to operate “off the grid” during times of natural disaster or other utility disruptions.

For both the Centers in Part 1 and any potential microgrid consideration, the Consultant will prepare conceptual designs (not to exceed 30%) as part of this study.

Part 3 will focus on opportunities for non-capacity enhancements to the transportation system immediately adjacent to the Centers such that they can be best used during periods of natural disaster, emergency evacuation or weather-related impacts.

The consultant shall consider the following Tasks in their proposal:

- **Task 1 – Project Administration Stakeholder and Public Outreach.**
- **Task 2 – Part 1 - Resilience Center Assessment & Site Identification.**
- **Task 3 – Part 2 - Energy Microgrids Infrastructure Assessment.**
- **Task 4 – Part 3 - Non-capacity Enhancements to Emergency Evacuation System.**
- **Task 5 – Development of Draft and Final Studies.**
- **Task 6 – Board Review/Approval.**

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More detailed task descriptions are provided in the Summary of Project task section below.

Overall Project Objectives

Identification of transportation system vulnerabilities and climate-related risks to the existing transportation infrastructure is paramount to SBCTA. The overarching goal of this Study is to provide planning actions at local and sub-regional levels to respond to climate change by expanding adaptation and resiliency efforts in regional planning. This effort is particularly important for vulnerable communities or parts of municipalities identified in the SB99 and AB747/1409 compliance assessments created as part of the EENR Study.

Summary of Project Tasks

Task 1 – Project Administration

Task 1A - Project Management

The services provided in this subtask include the initiation and planning of the project, as well as the execution, quality control and close out of the project. Consultant shall provide project management services throughout the project. These services shall include preliminary design project management, contract administration, facilitation of project kickoff meeting, monthly or periodic technical advisory meetings, stakeholder and public outreach coordination, project scheduling invoicing, monthly progress reporting, grant management and support, and implementation of a Quality Control/Quality Assurance program.

As the project progresses, the consultant will support SBCTA with preparation and submittal of invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Task 1B – Stakeholder Engagement & Public Outreach

The purpose of this task is for the consultant to obtain meaningful input into the project from project stakeholders and members of the community. The consultant shall also actively engage in outreach efforts to help educate the public and local leadership on resilience centers as necessary. SBCTA desires to raise awareness about what resilience centers are, and how they can be an impactful component of a resilient emergency and evacuation system.

As part of the Project Administration, the consultant shall present information to the key SBCTA technical policy and political stakeholder groups that include, but are not limited to – Transportation Technical Advisory Committee, Planning and Development Technical Forum, City/County Managers Technical Advisory Committee, Metro Valley Study Session and Mountain/Desert Policy Committee. Further, the consultant shall have a plan for connecting with the San Bernardino Council of Governments and incorporate their direction and comments into the plan for stakeholder engagement and public outreach.

Engagement of disadvantaged communities and tribal communities will be a key part of the outreach. The consultant will specifically reach out to key stakeholders to determine if certain underserved communities would benefit from this planning effort. The consultant can then provide a summary of existing community feedback. All efforts for this project element will be included in the Action Plan described below.

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Within 30 days of the Notice to Proceed being provided to the consultant, the consultant will provide SBCTA with an Action Plan for the project. The Action Plan will provide a detailed task by task outline, stakeholder engagement and public outreach plan, proposed deliverables (including draft and final submittal dates), risk assessment and a critical path schedule that will be used to guide and evaluate performance on the project.

Task 1 Deliverables

- Project Kickoff meeting.
- Monthly (or Periodic) Technical Advisory Committee Meetings.
- Bi-monthly project coordination meetings with SBCTA.
- Meeting correspondence, agendas, participant lists, comments, and summaries/minutes.
- Caltrans Quarterly Reports.
- Project Action Plan, including Public Outreach Strategy.

Task 2 – ERCD Part 1 – High Hazard Community Identification, Resilience Center Assessment and Site Selection

Task 2A – High Hazard Community Identification and Selection

SBCTA/Consultant will develop a study in five communities within San Bernardino County in high-hazard areas lacking multiple ingress/egress routes for emergencies.

SBCTA/Consultant will review information of isolated communities in high fire or flooding zones to be considered with the technical advisory team assembled for the study and shall make every effort to include participation from emergency services personnel.

Two key considerations for the selection of pilot areas include:

- Areas with single access roads between two and seven miles long; and
- Roads identified by Statewide SB 99 CalFire Hazard Severity Zones as very high or high-hazard.

Task 2B – Resilience Center Assessment

San Bernardino County and SBCTA's experience with Resilience Centers have been limited. In this Task, the Consultant will help develop SBCTA's understanding of Resilience Centers and what they are capable and not capable of doing in a community.

To meet this objective, the Consultant shall prepare a Tech Memo that provides the following, at minimum:

- Definition of a Resilience Centers.
- Experience with Resilience Centers in other regions or jurisdictions.
- Resilience Centers located in urban versus rural settings.
- Explanation of the types of programs typically included within a Resilience Center.
- Funding opportunities for both the construction and operations of a Resilience Center.
- Assessment of options for using a Resilience Center in a time of natural disaster as an evacuation center.
- Limitations of Resilience Centers, if any.

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Task 2C – Resilience Center Site Locations

Following the Tech Memo on Resilience Center overall assessment, the Consultant will take the information in Tasks 2A and 2B and evaluate the 5 high-hazard areas to provide a list of recommended sites, if any that could be used for locating a Resilience Center.

When identifying potential sites for Resilience Centers in each of the 5 high-hazard areas, the Consultant shall consider the following criteria:

- Access to emergency services.
- Constituency that would allow for the Resilience Center to be used consistently throughout the year.
- Consideration of 5 locations for each high-hazard area.
- Capability for providing facilities/conveniences for community members who could potentially relocate to the resilience center.

Once the sites are selected for each of the 5 high-hazard areas, the Consultant will provide an evaluation methodology to use for the selection of one per location. Following the site selection for one Resilience Center per high-hazard location, the Consultant will then prepare no more than 30% complete conceptual designs for the Resilience Center.

Last, the consultant will prepare planning level funding estimates for each of the Resilience Center locations identified in the task. The consultant will then incorporate the planning level cost estimates into a funding strategy could be used to submit for both capital and operational grant funding opportunities.

Task 2 Deliverables

- Tech Memo on High-Hazard Site Areas.
- Tech Memo on Resilience Centers.
- Tech Memo on Resilience Center site locations.
- 30% Conceptual Designs for each selected Resilience Center.
- Planning level cost estimates for identified Resilience Centers.
- Funding Strategy for identified Resilience Centers.

Task 3 – ERCD Part 2 - Energy Microgrids Infrastructure Assessment

The Consultant will conduct an additional infrastructure resiliency assessment to evaluate and identify communities where Climate Resilience Centers with microgrid may be beneficial to shelter evacuees from an emergency event, whether manmade or natural disaster-related. The microgrids will allow the Resilience Center to operate off the grid and provide shelter for several hours or days until emergency response is dispatched and can provide assistance.

The consultant, with input from SBCTA and stakeholders, will prepare no more than 30% complete conceptual designs for the inclusion of a microgrid at each of the Resilience Centers identified in Task 2 above.

The Consultant will identify agency coordination requirements, right-of-way concerns, environmental constraints, etc. for consideration for planning-level cost estimates. The cost estimates will be sufficient to support grant applications for the implementation of the projects.

The consultant will work with SBCTA and their grant-writing experts to discuss potential funding strategies for these projects, including Edison's Microgrid Incentive Program.

Attachment: RFP25-1003186 EXHIBIT A SCOPE OF WORK (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center

Task 3 Deliverables

- Tech Memo on applicability of microgrids at candidate Resilience Center Locations.
- 30% Conceptual Designs for up to five Resilience Centers.
- Planning level cost estimates for microgrids identified at Resilience Centers.
- Funding Strategy for microgrids identified at Resilience Centers.

Task 4 – ERCD Part 3 - Non-capacity Enhancements to Emergency Evacuation System

The Consultant and project team will work with the community to develop strategies to improve access without increasing vehicle capacity.

These may include:

- An enhanced Class I bikeway parallel to the existing roadway that could be used to serve for ingress to these communities during an evacuation while, at the same time, using the existing ingress lane on a two-lane road as a contra-flow egress lane (e.g. doubling outbound capacity during an evacuation while maintaining access for emergency responders).
- Modification of the roadway to include buffered bike lanes or a two-way cycle track that would be constructed with sufficient width that could be used to accommodate an extra egress lane during an evacuation.
- Contraflow roadways.
- Full pavement structure on shoulders and medians.
- Other treatments that would generally improve the communities' ability to evacuate during an emergency.

A feasibility study will be completed to evaluate the effectiveness of each non-capacity enhancing evacuation strategy.

Task 4 Deliverables

- Tech Memo outlining options for resilience and evacuation enhancements to existing roadways without increasing capacity.
- 30% Conceptual Designs for up to 5 types of enhancement options.
- Planning level cost estimates for up to 5 types of enhancement options.

Task 5: Draft and Final Studies

Data and results from the Planning and Design Assessment and the additional Infrastructure Resiliency Assessment will be compiled into draft and final Study reports.

The Consultant will incorporate SBCTA staff's comments as applicable and prepare a revised Draft Study for stakeholder and general public review. The Study will be in a format that is compatible for uploading to SBCTA's website and used individually as needed. A request for public comments will be advertised through various media. At the end of the public comment period, the Consultant will compile all comments and prepare responses. This response to comments document will be made available for public access on SBCTA's website for 30-60 days. The Consultant will incorporate stakeholder and public comments into the Final Study report, as applicable, and will prepare the Final Study in formatted, electronic form. The Final Study report will credit FHWA, FTA, or Caltrans' financial participation on the cover and title page, and will be submitted to the Caltrans district office in an ADA accessible electronic copy.

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The reports may be drafted in an "eStudy" format. For SBCTA, an eStudy is similar to a standalone website, where the contents of the Study can be viewed using an array of digital devices and follows design standards so that Studies' content is visually appealing, interactive, and meets web accessibility requirements (WCAG 2.0).

Task 5 Deliverables

- ***Draft Study***
- ***Final Study***
- ***Technical Appendices***
- ***Public Review Log – List of comments/responses***

Task 6: Board Review/Approval

The Final Study Plan will be scheduled on SBCTA's calendars/agendas for final adoption. SBCTA staff and the Consultant will prepare a summary report of the Final Study and present this to the SBCTA Board of Directors (Board) at the scheduled Board meeting. If any critical issues are raised, The Consultant will respond and resolve these issues, so Study adoption can be finalized by the Board.

Next Steps

Once the Studies are complete and adopted, SBCTA will notify lead agencies regarding the next steps for prioritized projects. In some cases, the lead will be SBCTA or local jurisdictions. Some of the progress will be dependent upon competitive funding from the state, and potential funding sources will be identified. The goal will be to start implementing evacuation strategies that help protect the lives of residents in the most disadvantaged neighborhoods as well as for all residents.

Task 6 Deliverables

- Final Adopted Study (published) that include a summary of the next steps towards implementation, credits Caltrans on the cover or title page, submitted to Caltrans in an ADA-accessible electronic copy.

Attachment: RFP25-1003186 EXHIBIT A SCOPE OF WORK (11869 : Award of Contract No. 25-1003186 for Evacuation and Resilience Center

EXHIBIT B

COMPENSATION SUMMARY

Attachment: EXHIBIT Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11869 : Award of Contract No. 25-1003186 for

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FISCAL YEAR	PROJECT	COST
FY 2025/26	Evacuation and Resilience Center Design Study	255,506.55
FY 2026/27	Evacuation and Resilience Center Design Study	297,623.57
	SUBTOTAL	**553,130.12**
	OTHER DIRECT COSTS	**63,700.00**
	TOTAL COSTS	**$ 616,830.12**

[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 Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11869 : Award of Contract No. 25-1003186 for

Minute Action

AGENDA ITEM: 19

Date: September 3, 2025

Subject:
Transportation Development Act Article 3 Annual Update: Fiscal Year 2024/2025 & Extension Requests

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

A. Receive an update on the status of active Transportation Development Act Article 3 awards.

B. Extend the deadline for the County of San Bernardino's Fiscal Year (FY) 2021/2022 3rd Street and Pedley Westbound Transit Access Improvement award from June 30, 2025 to June 30, 2026.

C. Extend the deadline for the City of Chino Hills' FY 2021/2022 Montecito Drive Transit Access Improvements Project award from June 30, 2025 to June 30, 2027.

D. Extend the deadline for the City of Victorville's FY 2021/2022 Old Town Sidewalk Connectivity Project – Phase 2 bicycle/pedestrian improvement award from June 30, 2025 to June 30, 2026.

E. Extend the deadline for the City of Yucaipa's FY 2021/2022 City-Wide Bus Stop Enhancements Transit Access Improvement award from June 30, 2025 to June 30, 2026.

Background:
San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy that 20% of the Article 3 Program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle projects.

One of the TDA Article 3 requirements approved by the Board on May 3, 2023, is the mandatory submittal of an Annual Progress Report by all active award recipients. The objective of this requirement is to help ensure projects are completed as originally scoped within the originally approved timeline. By definition, "progress" is to be measured by the expenditure of funds within one year and award of a construction contract, where applicable, within three full Fiscal Years (FY) of award notification. The approved regulation that applies to all active awards stipulates that:

> a) If the recipient is unable to demonstrate that funds have been expended in the first year, then those funds will be automatically rescinded and provided to the next highest scoring application within the same award category.
>
> b) Additionally, funds will be rescinded for construction projects in cases where a construction contract has not yet been awarded within three full FYs. Since the completion deadline for all awards is roughly three years after issuance, the expectation is that a contractor will have been selected within at least the three full FYs. Upon Board approval, all active award recipients will be notified of these guidelines and subject to rescission if appropriate actions have not been taken to progress the project.

An analysis of the Annual Progress Report included in Attachment A indicates continued improvement as compared to the previous FYs in terms of the number of projects needing scope and extension modifications. Unfortunately, the program did have two project awards that were voluntarily forfeited, one before project expiration and one after (Figure 1).

Figure 1: Active Awards Analysis

	FY22/23	FY23/24	FY23/24
Active Projects	56	67	53
Completed			
Count	16	15	19
Total	$2,180,444	$1,915,597	$4,174,368
Rescinded/Forfeited			
Count	10	0	2
Total	$1,653,299	$0	$233,912
Extensions			
Count	25	16	14
Total	$5,665,626	$3,966,762	$3,567,009
Scope Changes			
Count	13	11	6
Total	$3,566,277	$1,744,041	$1,184,159

Current extension requests for active awards include (see attached letters):

- The County of San Bernardino's FY 2021/2022 3rd Street and Pedley Westbound Transit Access Improvement award from June 30, 2025, to June 30, 2026, due to delays caused by a change in construction tactic. This project was originally going to be bundled with a road resurfacing project. However, due to resurfacing delays, the project is now moving forward as a stand-alone project. It is currently under construction and should be completed by fall 2025.
- The City of Chino Hills for their FY 2021/2022 Montecito Drive Transit Access Improvements Project award. The City of Chino Hills is requesting an extension from June 30, 2025, to June 30, 2027, due to delays caused by a formal bid protest submitted by the second-lowest bidder who questioned the award-winning bidder's subcontractor listings and qualifications. This project should be completed by fall 2026.
- The City of Victorville for their FY 2021/2022 Old Town Sidewalk Connectivity Project – Phase 2 bicycle/pedestrian improvement award. The City of Victorville is requesting an extension from June 30, 2025, to June 30, 2026, due to delays caused by other public safety emergencies that required immediate attention and redirection of city resources. This project should be completed by the end of the calendar year.
- The City of Yucaipa for their FY 2021/2022 Yucaipa City Wide Bus Stop Enhancements Transit Access Improvement award. The City of Yucaipa is requesting an extension from June 30, 2025, to June 30, 2026, due to delays caused by the extensive delivery time of bus shelters and negotiations with property owners. This project should be completed by the end of the calendar year.

Financial Impact:
This item is consistent with 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 August 13, 2025.

Responsible Staff:
Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Fiscal Year 2024/2025 TDA Article 3 Status Report

Award Fiscal Year	Agency	Description	Project Type	TDA3 Award	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Ever Needed	Extension Ever Needed	Yrs Ext Needed To-Date
23/24	Adelanto	Transit Improvements on Jonathan St	Transit	$144,000	$28,000	06/30/2027	Design 80% completed Estimated start of construction November 2025. Emailed 7/29 asking for clarification regarding $0 spent to date.	$15,000	No	Yes	No	No	0
19/20	Apple Valley	Thunderbird Road Bus Turnout - REVISED Bear Valley & Navajo Rd Turnout	Transit	$53,897	$75,043	12/31/2024	Completed	$53,897	Yes	Yes	Yes	Yes	2
21/22	Apple Valley	Bear Valley Rd Bridge Connector	Bike/Ped	$232,300	$232,300	12/30/2027	Project received E-76 with construction anticipated to begin in Fall 2025	$14,050,000 spent for total project. TDA share not yet determined.	No	Yes	No	Yes	2.5
21/22	Apple Valley	Village North Pedestrian Improvements	Bike/Ped	$361,818	$361,820	06/30/2025	Completed	$361,818	No	Yes	No	No	0
23/24	Apple Valley	McConnell Park Multi-Use Path	Bike/Ped	$240,426	$240,426	06/30/2027	Project under construction. Work will be completed by November 11, 2025.	$4,551,374 spent for total project. TDA share not yet determined.	Yes	Yes	No	No	0
23/24	Apple Valley	Central Road Class II Bikeway	Bike/Ped	$397,500	$397,500	06/30/2027	Project under construction. Work will be completed by November 11, 2025.	$306,901 spent for total project. TDA share not yet determined.	No	Yes	No	No	0
23/24	Big Bear	Stanfield Marsh Outdoor Recreation & Education Trail Segment II (SMORE II)	Bike/Ped	$303,518	$303,518	06/30/2027	City Engineering staff have been working with the current property owner on an easement agreement for the trail alignment. Bridge plans and details will be finalized after obtaining approval from the owner on the trail easement and finalizing the alignment of the trail. The City anticipates awarding a construction contract in summer 2026.	$25,970	No	Yes	No	No	0
17/18	Chino	Bicycle Path and Pedestrian Facilities	Bike/Ped	$353,081	$757,020	12/31/2024	Completed in FY23/24. City staff has been reminded and is working on the final invoice.	$353,081	Yes	Yes	Yes	Yes	4.5
21/22	Chino Hills	Sierra Vista & Del Norte Improvements	Bike/Ped	$170,965	$92,058	06/30/2025	Completed	$170,965	Yes	Yes	No	No	0
21/22	Chino Hills	Montecito Dr Transit Access Improvements Project	Transit	$77,989	$148,676	6/30/2025 EXPIRED	Two year extension requested to 6/30/27 with completion expected in Fall 2026.	$46,201	No	No	No	Yes	2
23/24	Colton	South La Cadena Bicycle Improvement	Bike/Ped	$208,000	$112,000	06/30/2027	Construction on-going, est. completion by Aug. 31, 2025.	$125,000	Yes	Yes	No	No	0

Attachment: Art3_All_FY25_ProgressReport (Status Table only) (11870 : Transportation Development Act

Award Fiscal Year	Agency	Description	Project Type	TDA3 Award	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Ever Needed	Extension Ever Needed	Yrs Ext Needed To-Date
00/01	County	Santa Ana River Trail - Waterman Ave. to California	Bike/Ped	$559,940	$0	12/31/2028	After completing SART III – Phase 1 (completed December 2024) and SART III Mission Zanja (expected completion in October 2025), Regional Parks/DPW will present to the board to approve the cooperative agreement in September 2025 with Inland Empire Resource Conservation District to implement the Habitat Restoration Plan for the entire project.	$253,301 Dispursed	No	Yes	No	Yes	24
21/22	County	3rd Street at Pedley WB	Transit	$69,300	$7,700	6/30/2025 **EXPIRED**	Extension requested with expected completed date of 10/31/25.	$49,185	Yes	No	No	Yes	1
23/24	County	Bus Stop Improvements on Pacific Street	Transit	$90,000	$40,000	06/30/2027	In construction	$13,694	Yes	Yes	No	No	0
17/18	Fontana	Alder Middle School SRTS	Bike/Ped	$250,000	$253,036	12/31/2024	Completed	$250,000	Yes	Yes	No	Yes	5.1
23/24	Fontana	Rectangular Rapid Flashing Beacons (x7 - reduced to "3-4")	Bike/Ped	$52,500	$17,500	06/30/2027	In design	$50	No	Yes	Yes	No	0
23/24	Fontana	Catawba SRTS Sidewalk	Bike/Ped	$396,348	$396,349	06/30/2027	In design	$22,700	No	Yes	No	No	0
23/24	Fontana	10 Bus Pads in the City of Fontana	Transit	$59,023	$25,296	06/30/2027	In design	$50	No	Yes	No	No	0
17/18	Highland	City Creek/Alabama Street Bikeways - ATP Match	Bike/Ped	$371,546	$92,887	02/28/2026	Project is missing final invoice. Board approved scope change of pre-con to con on 11/6/24.	$371,546	No	Yes	Yes	Yes	6.4
21/22	Highland	Construction of New Sidewalks to Bus Stops (Messina St/Seine Ave Gap)	Transit	$77,989	$63,511	06/30/2025	Completed	$77,989	Yes	Yes	No	No	0
23/24	Highland	9th St Transit Stops, Sidewalk, & Bikeway	Bike/Ped	$471,608	$471,608	06/30/2027	R/W issues have been resolved and the construction contract was been awarded to Gentry General in Spring 2025. Construction started in June.	$134,087	Yes	Yes	No	No	0
15/16	Omnitrans	22 stops	Transit	$273,351	$0	12/31/2021 EXPIRED	Awards have been grouped. Most of stops have been completed. Some funding will be returned to fund balance. Invoice will be submitted for the remaining balance.	$45,803	Yes	Yes	Yes	Yes	4.5
17/18	Omnitrans	12 Stops	Transit	$390,100	$0	3/1/2022 EXPIRED			Yes	Yes	No	Yes	3.7
19/20	Omnitrans	Bus Benches & Shelters	Transit	$193,126	$0	12/31/2022 EXPIRED			Yes	Yes	No	No	0
21/22	Omnitrans	Transit Stops in Omnitrans Service Area	Transit	$79,784	$0	06/30/2025	Project is completed. Awaiting final invoice. No funding will be returned to fund balance. Project completed as awarded.	$76,727	Yes	Yes	Yes	No	0
23/24	Omnitrans	Benches/Shelters for the City of Colton	Transit	$79,784	$0	06/30/2025	Starting amenities procurement	$1,000	No	Yes	No	No	0

Attachment: Art3_All_FY25_ProgressReport (Status Table only) (11870 : Transportation Development Act

Award Fiscal Year	Agency	Description	Project Type	TDA3 Award	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Ever Needed	Extension Ever Needed	Yrs Ext Needed To-Date
23/24	Omnitrans	Benches/Shelters for the City of Highland	Transit	$117,600	$0	06/30/2027	Starting amenities procurement	$1,000	No	Yes	No	No	0
23/24	Omnitrans	Benches/Shelters for the City of Montclair	Transit	$111,200	$0	06/30/2027	Starting amenities procurement	$2,000	No	Yes	No	No	0
23/24	Omnitrans	Benches/Shelters for the City of Ontario	Transit	$144,000	$0	06/30/2027	Starting amenities procurement	$30,000	No	Yes	No	No	0
23/24	Omnitrans	Benches/Shelters for the City of Redlands	Transit	$108,776	$0	06/30/2027	Starting amenities procurement	$6,000	No	Yes	No	No	0
23/24	Omnitrans	Benches/Shelters for the City of Rialto	Transit	$111,200	$0	06/30/2027	Starting amenities procurement	$1,000	No	Yes	No	No	0
23/24	Omnitrans	Benches/Shelters for the City of Yucaipa	Transit	$128,800	$0	06/30/2027	Starting amenities procurement	$1,500	No	Yes	No	No	0
21/22	Ontario	Bus Stop Pad Installation Project	Transit	$67,050	$0	06/30/2025	Construction Completed 3/20/2025. City will submit invoices once the retention has been released.	$17,868	Yes	Yes	No	No	0
23/24	Ontario	Ontario Improvements - 3 Stops	Transit	$32,835	$0	06/30/2027	Construction Completed 3/20/2025. City will submit invoices once the retention has been released.	$17,299	Yes	Yes	No	No	0
21/22	Rancho Cucamonga	Haven Sidewalk Improvement	Bike/Ped	$227,192	$122,334	06/30/2025	Construction complete, working on reimbursement request now.	$50,000	Yes	Yes	No	No	0
23/24	Rancho Cucamonga	Day Creek Channel Bike Trail (addition to FY19 award)	Bike/Ped	$510,250	$274,750	06/30/2027	Construction in progress, expected completion 8/2025	$850,000	Yes	Yes	No	Yes	4.5
23/24	Rancho Cucamonga	Cucamonga Creek Channel Maintenance (addition to FY21 award)	Bike/Ped	$162,415	$87,454	06/30/2027	Funding voluntarily forfeited before project deadline	NA	No	N/A	No	Yes	2
23/24	Redlands	Orange Blossom Trail Phase IV	Bike/Ped	$1,089,700	$192,300	06/30/2027	The construction contract for the project has been awarded. Construction will begin upon receiving waiver approval from the California State Water Resources Control Board (CSWRCB).	$3,500	Yes	Yes	No	No	0
21/22	Rialto	Merrill SRTS (Boyd Elementary School)	Bike/Ped	$639,405	$815,565	06/30/2025	Completed. Still need to submit final invoice.	$639,405	Yes	Yes	No	No	0
21/22	Rialto	Sycamore SRTS	Bike/Ped	$457,616	$457,616	06/30/2025	Completed. Will invoice after retention as been released.	$457,616	Yes	No	No	No	0
21/22	Rialto	Rialto Bus Stop Improvements	Transit	$71,497	$0	6/30/2025 **EXPIRED**	Forfeited funds after expiration	$0	No	N/A	No	No	0
23/24	Rialto	Frisbie Middle School SRTS	Bike/Ped	$1,095,091	$589,664	06/30/2027	Final Design	$225,060	No	Yes	No	No	0
23/24	Rialto	Bemis Elementary SRTS	Bike/Ped	$716,745	$779,774	06/30/2027	Construction Close Out	$519,168	Yes	Yes	No	No	0
23/24	San Bernardino	Bus Stop Sidewalk Improvements	Transit	$96,000	$24,000	06/30/2027	Completed	$96,000	Yes	Yes	No	No	0

Attachment: Art3_All_FY25_ProgressReport (Status Table only) (11870 : Transportation Development Act

Award Fiscal Year	Agency	Description	Project Type	TDA3 Award	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Ever Needed	Extension Ever Needed	Yrs Ext Needed To-Date
23/24	Twentynine Palms	Channel Trail Class I	Bike/Ped	$420,750	$74,250	06/30/2027	In design	$151,204	Yes	Yes	No	No	0
21/22	Victorville	Old Town Sidewalk Connectivity - Phase 2	Bike/Ped	$249,640	$249,640	6/30/2025 EXPIRED	Extension requested with expected completed date of 12/31/25.	$167,879	Yes	No	No	Yes	1
23/24	Victorville	Village Drive Sidewalk	Bike/Ped	$250,000	$308,000	06/30/2027	The project is currently in design. Preliminary layouts have been completed, and staff is working with the flood control district to determine the best alignment.Project plans & specifications are in final plan check, preparing project bid document for advertisement in July of 2025.	Local funds spent only thus far	No	Yes	No	No	0
21/22	VVTA	Hesperia Rd Between Chalan Rd and Sunset Drive	Transit	$51,722	$12,931	06/30/2025	Project complete. Waiting for final invoice from VVTA.	$51,722	City staff	Yes	No	No	0
21/22	VVTA	13735 Rodeo Dr	Transit	$26,891	$6,723	06/30/2025	Project complete. Waiting for final invoice from VVTA.	$26,891	City staff	Yes	No	No	0
23/24	VVTA	Apple Valley - Bus Stop Improvements	Transit	$128,002	$32,001	06/30/2027	In design	$9,500	No	Yes	No	No	0
23/24	VVTA	Victorville - Sunhill Drive & Chalon Road	Transit	$76,080	$19,020	06/30/2027	Developing a design Request for Proposals	$3,000	City staff	Yes	No	No	0
23/24	VVTA	Victorville - Nevada Avenue & McCoy Drive	Transit	$10,362	$2,590	06/30/2027	Developing a design Request for Proposals	$2,500	City staff	Yes	No	No	0
21/22	Yucaipa	Transit Stop Access in the City of Yucaipa	Transit	$13,200	$13,200	6/30/2025 EXPIRED	Extension requested with expected completed date of 12/31/25.	$0	Yes	Yes	No	Yes	1

Completed
Extension or Scope change requested
Funding Forfeited/Rescinded

Attachment: Art3_All_FY25_ProgressReport (Status Table only) (11870 : Transportation Development Act

Main Office - 825 East Third Street, San Bernardino, CA 92415-0835 | Phone: 909.387.7910 Fax: 909.387.7911

SAN BERNARDINO COUNTY

Department of Public Works

- Flood Control
- Operations
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- Special Districts
- Surveyor
- Transportation

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Noel Castillo, Dire

Byanka Velasco, Assistant Dire

David Doublet, M.S., Assistant Dire

July 31, 2025

San Bernardino County Transportation Authority
1170 W. Third Street
2nd Floor
San Bernardino, CA 92410
Attention: Ginger Koblasz

RE: EXTENSION REQUEST FOR THE THIRD STREET AND PEDLEY AVENUE BUS STOP FUNDED UNDER THE TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 CALL FOR PROJECTS

Dear Ginger:

San Bernardino County requests an extension for the expenditure of funds for the Third Street and Pedley Avenue bus stop project funded under the Transportation Development Act Article 3 2021 call for projects.

Originally, the County intended to bundle the bus stop improvement project with a proposed road resurfacing project. However, the County encountered a number of challenges that the caused the road project to be placed on hold. It was then decided to bundle the Third Street bus stop with the Pacific Street bus stop improvements as a stand-alone project. The County awarded the construction contract in May of 2025. It was expected that the work would be completed in time to meet the expenditure deadline. In June, the contractor advised the County that they would not be able to start work until late July. The project is currently under construction and should be completed by August 30. and the County respectfully requests an extension until October 31, 2025, to allow enough time for invoicing from the contractor and payment processing.

In the future, the County will either construct bus stop projects as a stand-alone project or connect them to a shovel ready project so as to avoid constructing projects after the required deadline. Thank you for this consideration.

Sincerely,

JEREMY JOHNSON, P.E.
Engineering Manager – Transportation Planning

Attachment: Art3_County_FY21_Transit_3rd at Pedley_ExtRqst (11870 : Transportation Development Act Article 3 Annual Update: Fiscal Year

City of Chino Hills

14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2600
www.chinohills.org

July 17, 2025

RE: Request for SBCTA TDA 3 Grant Time Extension – Montecito Drive Transit Access Improvements Project

Dear Ginger Koblasz of SBTCA,

The City of Chino Hills respectfully requests a time extension for the SBCTA Transportation Development Act (TDA) Article 3 – Transit Stop Access Program grant funding for the **Montecito Drive Transit Access Improvements Project (CIP ST23002).**

To provide background, the City was awarded the TDA grant on November 3, 2021 for the Montecito Drive Transit Access Improvements Project. The project design and specifications were completed and approved by the City Council for advertisement on March 25, 2025. Bids were opened on May 22, 2025, and Gentry Brothers, Inc. was identified as the apparent low bidder. Shortly thereafter, a formal bid protest was submitted by the second-lowest bidder, citing concerns over subcontractor listings and the bidder's qualifications. As a result, the City has been unable to move forward with contract award and construction, pushing the timeline beyond the original June 30, 2025 deadline.
The City now anticipates the project to be completed by **Fall 2026**.

To prevent further delays, the City is taking the following steps:

- Coordinating with legal counsel and procurement to resolve the bid protest in a timely manner.
- Establishing revised internal deadlines to rebid the project if necessary by Fall 2025.
- Prioritizing this project in the Capital Improvement Program to ensure staffing and oversight are maintained throughout the duration of construction.

We appreciate your understanding and continued support. Please do not hesitate to contact us if you need any additional information.

Sincerely,

Victor Yanez
Senior Engineer
City of Chino Hills

Attachment: Art3_ChinoHills_FY21_Transit_Montecito_ExtRqst (11870 : Transportation Development Act Article 3 Annual Update: Fiscal Year

CITY OF
VICTORVILLE

ENGINEERING DEPARTMENT
CIP • Development • Survey • Traffic

14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

760.955.5158
FAX 760.955.5159
engineeringshared@victorvilleca.gov

May 19, 2025

San Bernardino County Transportation Authority
Attention: Ginger Koblasz
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410

RE: Extension Request – Old Town Sidewalk Connectivity Project - Phase 2

Dear Ms. Koblasz,

On behalf of the City of Victorville, I am writing to formally request a time extension for Victorville's Active Transportation Development Act (TDA) Article 3 project titled Old Town Sidewalk Connectivity - Phase 2. The project PS&E phase experienced delays due to the City's need to respond to several unforeseen emergency infrastructure projects that required the immediate attention and redirection of City resources. These emergency efforts were necessary to protect public safety and infrastructure integrity, impacting our ability to complete the PS&E phase as initially scheduled.

We are pleased to inform you that the PS&E phase was recently completed, the project advertised, and a contract has been awarded. Construction is scheduled to begin shortly. We anticipate project completion by the end of Summer 2025.

To prevent any further delays, the City of Victorville has implemented the following measures:

- Designated dedicated project management staff to oversee all phases of construction.
- Finalized all permitting and pre-construction requirements in advance.
- Developed a detailed project schedule with milestone tracking and regular progress updates.
- Established contingency protocols to quickly address any unforeseen issues.

With these steps in place, we are confident the project will proceed without further interruption. We respectfully request one (1) extension of current project deadline to allow for construction to be completed and project closeout.

We appreciate SBCTA's continued support and partnership in improving pedestrian infrastructure in Old Town Victorville. Should you need additional documentation or information to process this request, please do not hesitate to contact me at fbonilla@victorvilleca.gov or 760-955-5200.

Sincerely,
Fredy A. Bonilla, P.E.
City Engineer

Attachment: Art3_Victorville_FY21_BikePed_OldTownPhase2_ExtRqst (11870 : Transportation Development Act Article 3 Annual Update:

July 1, 2025

Nancy Strickert
Multimodal Manager
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

RE: City of Yucaipa – Yucaipa City-Wide Bus Stop Enhancements

Dear Ms. Strickert,

The purpose of this letter is to request a time extension to complete the City of Yucaipa's City-Wide Bus Stop Enhancements, which utilizes Transportation Development Act (TDA), Article 3 Bicycle and Pedestrian Facilities Program funding. In November of 2021, the City of Yucaipa was informed that the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved TDA funding in the amount of $13,200 for the design and construction of the City-Wide Bus Stop Enhancements (Project).

The City is proudly partnering with Omnitrans on this Project, which includes the furnishing and installation of bus shelters at Project locations. While Omnitrans has been diligently collaborating with vendors to acquire these shelters, unforeseen delays in delivery have posed a challenge.

In addition, the City and Omnitrans have worked tirelessly alongside a property owner to successfully relocate the bus stop at the busy intersection of Yucaipa Boulevard and Oak Glen Road. This vital process took an additional six months to finalize, which has inevitably shifted the project's installation timeline. We appreciate your understanding as we move forward with these enhancements to our community.

The City of Yucaipa anticipates that the construction of the Project and submittal of the TDA claim form and supporting documentation of project completion to be completed by December 31, 2025.

If you have any questions or require additional information, please contact Todd Gutjahr, Public Works Analyst at (909) 797-2489, Ext. 289. Thank you for your consideration.

Sincerely,

Fermin G. Preciado, P.E.
Director of Development Services/City Engineer

Attachment: Art3_Yucaipa_FY21_Transit_Transit Stops_ExtRqst (11870 : Transportation Development Act Article 3 Annual Update: Fiscal Year

Minute Action

AGENDA ITEM: 20

Date: September 3, 2025

Subject:
Senate Bill 1 Cycle 5 Candidate Projects

Recommendation:
Receive information on the candidate projects for Cycle 5 of the California Transportation Commission's Senate Bill 1 Grant Programs.

Background:
In 2017, the State Legislature passed and the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. The intent was to distribute roughly $5.2 billion per year, with approximately $1.5 billion of this being under the Local Street and Road Maintenance and Rehabilitation Program. One of the local programs is the Local Partnership Program (LPP), designed to provide additional funding for counties that have passed local transportation sales tax measures, with a revenue target of $200 million per year.

The largest program under the State Programs category is the State Highway Maintenance and Rehabilitation Program, targeted at $1.9 billion annually. There are also two key competitive programs: the Solutions for Congested Corridors Program (SCCP), targeted at $250 million per year, and the Trade Corridor Enhancement Program (TCEP), targeted at $300 million per year, plus additional funding typically added from federal freight formula funding.

At its June 2025 meeting, the California Transportation Commission (CTC) awarded funding for the Cycle 4 TCEP, SCCP, and LPP programs. San Bernardino County Transportation Authority (SBCTA) successfully obtained $28.9 million from the TCEP program for the Baker Boulevard Bridge and Zero Emission Truck Infrastructure Project. The City of Rialto, in partnership with the California Department of Transportation (Caltrans), was also successful in obtaining funding from TCEP for the Interstate 10 (I-10)/Riverside Avenue Freight Improvement Project in the amount of $29.8 million. However, SBCTA was unsuccessful with its Ontario International Airport (ONT) Connector project, which was submitted for $80 million in SCCP funding. SBCTA has received debriefs for both the Baker Boulevard Bridge and ONT Connector projects with CTC staff. The intent of the debriefs was to better understand the strengths and weaknesses of both applications.

On June 23, 2025, Caltrans District 8 circulated a Call for Nominations for Partnership in advance of the TCEP and SCCP Cycle 5 applications. Caltrans initiated the call for nominations to begin the process of working with local agencies to position projects to be as competitive as possible when the SB 1 applications are submitted to the CTC in Fall 2026. The project "intake applications" is due to Caltrans District 8 on August 18, 2025. In the Call for Nominations, Caltrans District 8 referred to the 2024 Guidelines for TCEP & SCCP since the 2026 CTC guidelines have not yet been released. Caltrans began its solicitation of partnerships well in advance to allow time to consider nominations and to provide time for partnership discussions.

SBCTA welcomes the effort to get ahead of the Cycle 5 nomination process. The challenge, however, with the timeline proposed by Caltrans is that it requests information on projects that have not yet been fully developed, even though they will fall within the delivery timeline of

Cycle 5. Further, the Cycle 5 program guidelines may evolve from Cycle 4 guidelines in ways that cannot be fully anticipated when completing our project intake applications. One of the benefits of a partnership is that Caltrans will work more closely with SBCTA to help the projects meet their timelines and all the CTC criteria.

As background, the State has been developing the Caltrans System Investment Strategy (CSIS) over the past several years. The role of the CSIS is to align the Climate Action Plan for Transportation Infrastructure (CAPTI) with the California Transportation Plan and the Caltrans 2024 – 2028 Strategic Plan. As SBCTA staff continues to review and refine the projects to submit for SB 1 consideration, it will be essential to consider how candidate projects fit both the CTC SB 1 program elements and the CAPTI metrics.

As mentioned above, the proposed Caltrans project intake application deadline does not provide the opportunity for SBCTA staff to update the full Board of Directors (Board) in advance of the August 18 submittal. Typically, SBCTA staff would engage the full Board with a strategy for project identification that would have provided the Board with more opportunity for input. This agenda item, being presented to the General Policy Committee (GPC), is the primary opportunity for staff to provide an update on project considerations to the members of the SBCTA Board. GPC meets in advance of the application intake deadline on August 18, but the applications will be submitted prior to the September Board meeting. That said, Caltrans indicates that there will be considerable "give and take" prior to the Department making commitments for partnerships. SBCTA staff will incorporate the input from the GPC into its project nominations with Caltrans. This item will then be updated following the discussion at GPC to provide the Board with as much information as possible in real-time.

Historically, the CTC will provide draft guidelines for review and comment a year in advance of application submittals, which would mean sometime in Fall/Winter 2025 for Cycle 5. The guidelines will likely be approved by the CTC, and the Notice of Funding Opportunity will be released in Summer 2026, with applications due to the CTC in late Fall 2026. As the Cycle 5 program guidelines become more defined, SBCTA staff will continue to revisit these project priorities with the Board. It is possible that SBCTA could also opt to submit project applications for either TCEP or SCCP without a partnership with Caltrans. SBCTA has had success in the past two cycles of pursuing projects without a Caltrans partnership. These successful projects include the US-395 Phase 2, I-10 Contract 2, and Baker Boulevard projects. Therefore, while SBCTA seeks to create meaningful partnerships with Caltrans on its SB 1 project applications, SBCTA can also pivot its approach to SB 1 applications depending on the direction from the Board and future evolutions of program guidelines.

Description of the Solutions for Congested Corridors Program

The purpose of the SCCP is to provide funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. This statewide, competitive program is for projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement. Based on Cycle 4 allocations, SCCP can be anticipated to provide approximately $250 million per year, and Cycle 5 will program Fiscal Year (FY) 2027/2028 and FY 2028/2029 revenues for a total of approximately $500 million.

A Regional Transportation Planning Agency or County Transportation Commission (like SBCTA) or an authority responsible for preparing a Regional Transportation Improvement

Plan under Section 14527 of the Government Code, or Caltrans, may nominate projects for funding. The CTC encourages the regional agencies and Caltrans to work collaboratively to plan, program, implement, operate, and manage transportation facilities as an integrated system with the objective of maximizing available resources and overall transportation system performance. In an effort to encourage collaboration, priority will be given to those projects that are jointly nominated by multiple eligible applicants.

Description of the Trade Corridor Enhancement Program

TCEP has provided an ongoing source of State funding dedicated to freight-related projects by establishing the Trade Corridor Enhancement Account (TCEA). Due to revenue indexed to inflation, TCEA provided approximately $400 million per year in State funding during Cycle 4, for projects that more efficiently enhance the movement of goods along corridors with a high freight volume. Cycle 5 will program two years of revenue for FY 2027/2028 and FY 2028/2029. State legislation (SB 103) combined the TCEP funds with existing Federal freight funding. So long as the National Highway Freight Program is authorized at the same funding level, it would provide an anticipated additional $130 million per year. Total TCEP funding for Cycle 5 could be $800 million - $1 billion, depending on the level of Federal funding included in the allocation. Eligible applicants include local, regional, and public agencies such as cities, counties, Metropolitan Planning Organizations, Regional Transportation Planning Agencies, port authorities, public construction authorities, and Caltrans.

Initial SB 1 Grant Application Strategy

The strategy being conceived for the SCCP and TCEP Cycle 5 is to focus on the projects that: 1) have the most significant funding needs, 2) best meet the criteria for each program, and 3) will be ready for project delivery within the prescribed timeframe. The pool of projects for consideration comes from the SBCTA 10-Year Delivery Plan, with emphasis on those in advanced stages of development. Based on this and the best match against the program funding criteria, the projects in Table 1 below, are initially being proposed to Caltrans as candidates for partnership. Most projects listed in Table 1 show an unfunded need in the 10-Year Delivery Plan.

Table 1.
Initial Candidate Projects for Caltrans Partnership, Cycle 5 SCCP & TCEP (Note: project name may be modified in partnership with Caltrans, and all funding requests are tentative)

Funding Program	Project	Total Cost	Funding Request
SCCP	ONT Connector	$696 million	$80 million
TCEP	Interstate 15 (I-15) Northbound Cajon Pass Truck Climbing Lane Extension and CHP Truck Scale Enhancement	$111 million	$51 million
TCEP	State Route (SR)-18 Safety and Operational Improvements Phase 1, Smith Road to US 395 (could include a truck charging station component.).	$89 million + charging station	$50-60 million + charging station (up to $26 million for design and right-of-way request in Cycle 5 + charging station)

Table 2.
Additional Candidate Projects for Caltrans Partnership, Cycle 6 SCCP and TCEP

Funding Program	Project	Total Cost	Funding Request
SCCP	One of three top tier candidate BRT projects in Valley	$TBD	$TBD
SCCP	Bear Valley Road Multimodal Smart Corridor	$TBD	$TBD
TCEP	I-10/Wildwood Canyon Rd. Interchange Phase 1 and Truck Parking/Charging Facility	$TBD	$TBD
TCEP	SR-62 Safety and Operational Improvements	$41.7 million	$19 million
TCEP	SR-18 Safety and Operational Improvements Phase 1, Smith Road to US 395 (could include a truck charging station component.).	$89 million + charging station	$50-60 million + charging station (up to $34 million for construction request in Cycle 6)

Total project costs and anticipated funding requests are illustrative at this moment. As the projects continue through project development and their cost estimates are refined, these numbers will continue to be refined prior to submittal. Similarly, the project limits and Scope of Work will be fluid as segments are better defined with independent utility and additional project elements or partnerships are established. This is highlighted to some extent in the SR-18 project, where SBCTA continues to identify electric truck charging facilities within the candidate corridor.

While there are additional projects under development by SBCTA, none fit the project scope and schedule criteria for a freight project as well as the proposed I-15 Northbound Cajon Pass Truck Climbing Lane Extension and SR-18 Safety and Operational Improvement projects, and none address the SCCP criteria as well as the ONT Connector. While SBCTA was unsuccessful in Cycle 4 of SCCP with the ONT Connector, staff received a project application debrief with Caltrans and CTC staff on July 23, 2025. During the Cycle 4 SCCP evaluation process, the project received a Medium ranking. Projects awarded SCCP under Cycle 4 each had project rankings of Medium High (-) or better. The recommendation here is based on the belief by SBCTA that the project application could be strengthened to achieve a ranking of Medium High (-) or better.

The I-10 and I-15 Freight and Managed Lane projects have both received substantial awards of TCEP funding in prior cycles. Subsequent phases of those projects, while environmentally cleared, are not currently in a position to provide the minimum 30% match funding from the Measure I Valley Freeway Program. However, SB 1 competitive grant funding could be envisioned for these freight-focused projects as part of a future TCEP grant cycle in combination with a Federal grant or bonding against a future Measure I reauthorization or toll revenue stream. The priority for SBCTA staff is to continue project development for all of the projects in the 10-Year Delivery Plan and evaluate them against the CAPTI and Program Evaluation Criteria as published by the CTC. Any SB 1 funding obtained by SBCTA will benefit not just those projects

but the overall program of projects in the applicable program anticipated by the 10-Year Delivery Plan and the Measure I 2010-2040 Expenditure Plan.

The three submissions listed in Table 1 on page 3 of this staff report, appear to be the best opportunity for SBCTA to receive significant amounts of funding in SB 1 Cycle 5 for projects in the 10-Year Delivery Plan. The additional projects identified as part of Table 2 on page 4 of the staff report could be additional candidates for inclusion in Cycle 6, depending on the completion of milestones. While cities and counties are eligible for TCEP funding, each Caltrans district has a limited number of projects with which they can partner. Caltrans successfully partnered with the City of Rialto in Cycle 4, and SBCTA was successful without a partnership on the Baker Boulevard project. However, SBCTA continues to value its opportunities to partner directly with Caltrans on its SB 1 priority projects.

The feedback provided by the GPC on this item will be used to complete the Caltrans TCEP and SCCP intake applications. The deadline for submittal to Caltrans is August 18, 2025. While this is in advance of the September Board meeting, there will be future opportunities to update the full Board on SBCTA's SB 1 grant application strategy for Cycles 5 and 6.

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 August 13, 2025.

Responsible Staff:
Steve Smith, Director of Planning & Regional Programs

Minute Action

AGENDA ITEM: 21

Date: September 3, 2025

Subject:
Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the City of Upland

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

Authorize the Executive Director, or her designee, to execute Work Order No. 15 under Contract No. 15-1001125 in the amount of $164,795, to be funded with Regional Early Action Planning 2.0 funds, for Southern California Regional Rail Authority for coordination, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project and development of a construction and maintenance agreement.

Background:
Cooperative Agreement No. 15-1001125, between San Bernardino County Transportation Authority (SBCTA) and the Southern California Regional Rail Authority (SCRRA), allows SBCTA to expedite the completion of improvement projects through the issuance of work orders for project tasks related to flagging, inspections, design reviews, and general coordination of proposed projects in and around the railroad right-of-way in San Bernardino County in which SCRRA operates and maintains Metrolink commuter rail service. The Cooperative Agreement has been included as Attachment A to this item.

Under Article 7. Maximum Obligation, the Cooperative Agreement authorizes the SBCTA Executive Director and SCRRA Chief Executive Officer to execute work orders up to $100,000 per work order, unless authorized by SBCTA's Board of Directors (Board) and agreed to in writing by both SBCTA and SCRRA. This item requests authorization from the Board to authorize the Executive Director to execute Work Order No. 15 in the amount of $164,795 under the Cooperative Agreement No. 15-1001125 for a revised not-to-exceed total of $1,551,152.99.

Work Order No. 15 will be funded with Regional Early Action Planning (REAP) 2.0 funds. At the June 5, 2024 Board Meeting, the Board authorized a total not-to-exceed amount of $18,281,950 for REAP 2.0. A portion of the REAP 2.0 funds were identified as contingency for the Countywide Multimodal Complete Streets Program.

In the same action, the Board authorized the Executive Director to execute specific Contract Task Orders (CTO) for REAP 2.0 projects. One of the projects under the Countywide Multimodal Complete Streets Program is the City of Upland Affordable Housing and Complete Streets Project. SBCTA awarded CTO No. 15 on February 4, 2025, to HNTB to provide the Plans, Specifications, and Estimates for the project on behalf of the City of Upland, which includes work at the 2nd Avenue At-Grade Crossing. The At-Grade Crossing is located on SCRRA's San Gabriel Subdivision at Mile Post 36.98. Part of those improvements include upgrading an existing No. 9 gate to a No. 9A cantilever gate and installing entrance and exit pedestrian warning devices for both southbound and northbound directions.

This work order with SCRRA is required for project coordination with the consultant team and the California Public Utilities Commission, design support, and review of the 2nd Avenue At-Grade Crossing Improvements Project based on Scope of Work items listed in Attachment B, as well as the development of a construction and maintenance (C&M) agreement.

The C&M agreement will be executed before the project goes into the construction phase and will terminate the work under this Work Order No. 15.

The Work Order has been negotiated between the staff of both SBCTA and SCRRA and is recommended for approval.

Financial Impact:
The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Regional Early Action Planning 2.0 grant funds in Task 0404, Subregional Planning.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA Procurement Manager has reviewed this item and the draft work order.

Responsible Staff:
Josh Lee, Deputy Director of Planning

Contract Summary Sheet

General Contract Information

Contract No: 15-1001125 Amendment No.: Work Order No. 15

Contract Class: Payable Department: Transit

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: Work Order No. 15 2nd Ave At-Grade Crossing Improvements Project

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	-	Original Contingency	$	-
Prior Amendments	$	1,386,357.99	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	164,795.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,551,152.99**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**1,551,152.99**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11872

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? N/A No Budget Adjustment

State/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 09/01/2025 Expiration Date: 12/31/2026 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: $ 1,551,152.99	Total Contingency: $ -
GL:	1038	30	0315	0330	52005	41200000		LTF - Rail	16,954.27	-
GL:	6015	30	0315	0330	52005	42408006		Project Fund	5,651.42	-
GL:	1038	30	0315	0331	52005	41200000		LTF - Rail	19,150.59	-
GL:	6015	30	0315	0331	52005	42408006		Project Fund	6,383.53	-
GL:	4150	30	0315	0324	52005	41100000		MSI Rail	9,366.57	-
GL:	6250	30	0315	0324	52005	49053505		MSI Rail Bond	13,427.29	-
GL:	1050	30	0315	0328	52005	42218001		STA	39,853.40	-
GL:	1050	30	0312	0352	52005	42218001		STA	-	-
GL:	2080	40	0860	0827	52005	42106802		HBP	77,529.06	-
GL:	4131	40	0860	0827	52005	41100000		MSI	7,753.72	-
GL:	6010	40	0860	0827	52005	42421011		City of SB	6,279.61	-
GL:	6010	40	0860	0827	52005	48005007		BNSF	5,735.00	-
GL:	1080	30	0314	0377	52005	43022000		Rail Assets	-	-
GL:	2750	30	0315	0336	52001	42217801		TIRCP - SB 125	100,000.00	-
GL:	4150	30	0314	0371	52001	41100000		MSI Rail	100,000.00	-
GL:	6010	20	0404	0417	52005	42905005		AP 2.0 CTC Partnership Upla	164,795.00	-

Victor Lopez
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Attachment: 15-1001125 Work Order 15 - CSS (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the City of

COOPERATIVE AGREEMENT No. 15-1001125
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
SUPPORT ACTIVITIES
FOR
RAIL CORRIDOR IMPROVEMENT PROJECTS WITHIN SAN BERNARDINO COUNTY

This Cooperative Agreement ("AGREEMENT") is effective this 26th day of March 2015 ~~2014~~, by and between the SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS, 1170 W. 3rd Street, San Bernardino, CA 92410-1715 Y, acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as "SANBAG"), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, One Gateway Plaza, 12th Floor, Los Angeles, California 90012 (hereinafter referred to as "SCRRA"). Herein SANBAG and SCRRA are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, SCRRA is a five-county joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad right-of-way owned by the agencies that are members of the Joint Exercise of Powers Agreement, and through other shared use and joint operation agreements. The Member Agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("MTA"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino Associated Governments ("SANBAG"), and Riverside County Transportation Commission ("RCTC"); and

WHEREAS, SANBAG is the County Transportation Commission for San Bernardino County organized and existing under the laws of the State of California pursuant to Section 130050 et seq. of the California Public Utilities Code. SANBAG is the owner of a portion of the property comprising the railroad right-of-way in San Bernardino County on which SCRRA operates Metrolink commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

WHEREAS, SCRRA (through the Joint Exercise of Powers Agreement), the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway, operate trains and rail equipment on portions of the right-of-way owned by SANBAG, in accordance with easements, Shared Use Agreements, and the "Intercity Agreement" between SCRRA, the Member Agencies, and AMTRAK; and

WHEREAS, the tracks on which SCRRA, the BNSF, and AMTRAK operate are part of the General System of Railroad Transportation, and SCRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation, and SCRRA is granted the authority under the Joint Exercise of Powers Agreement to establish the policies and rules governing the operations on the Metrolink system; and

WHEREAS, design and construction for rail projects is generally the responsibility of SCRRA under Section 130255 of the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects wanted solely for the benefit of that Member Agency; and

WHEREAS, SANBAG desires to enhance rail service in San Bernardino County by advancing various rail corridor improvement projects; and

WHEREAS, in exercising its rights, duties, and obligations, pursuant to Section 130255 of the Public Utilities Code, the Joint Exercise of Powers Agreement, and in managing the railroad operating environment in accordance with Federal Railroad Administration's Safety and Operating Rules there is a regular and on-going need for SCRRA to provide railroad related design, construction, operation, and management services to support the special projects undertaken by SANBAG for which funding is not included in the SCRRA Annual Operating Budget;

WHEREAS, SANBAG and SCRRA desire to cooperate for the purpose of advancing the special projects desired by SANBAG. These special projects are hereinafter referred to individually as a "PROJECT" and collectively as the "PROJECTS."

NOW, THEREFORE, it is mutually understood and agreed by SANBAG and SCRRA as follows:

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

ARTICLE 1. DEFINITIONS

A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA operated track(s), including the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway Company (BNSF).

B. "Work Order" means the document similar in form to that in Exhibit B, signed by authorized representatives from both PARTIES, that SANBAG will issue upon agreement by the PARTIES describing the support services to be provided by SCRRA for a PROJECT, along with associated budget and schedule, and that authorizes SCRRA to perform work and to be reimbursed by SANBAG in accordance with the terms of this AGREEMENT.

C. "Support Activities" means the railroad related engineering, design, and other services provided by SCRRA necessary to advance the PROJECTS desired by SANBAG.

ARTICLE 2. SCOPE OF SERVICES

A. SANBAG and SCRRA agree that this AGREEMENT and the Work Orders executed hereunder will be utilized in the planning through construction phases of the PROJECTS.

B. The typical Support Activities to be provided by SCRRA are identified in Exhibit A. The list of typical Support Activities is not all-inclusive. Each Work Order will specify the Support Activities necessary to support a Project. It is understood that services will be defined in each Work Order and agreed to by the PARTIES.

C. SCRRA shall provide management oversight of the operating train control, signals, communications systems, and positive train control. SCRRA shall manage and coordinate all PROJECTS with the Operating Railroads.

ARTICLE 3. DELEGATED AUTHORITY

The actions required to be taken by SCRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or his or her designee, and the actions required to be taken by SANBAG in the implementation of this AGREEMENT are delegated to its Executive Director or his or her designee, subject to the limitations set forth in Article 7 "Maximum Obligation".

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

ARTICLE 4. OBLIGATIONS OF SANBAG

SANBAG agrees:

A. To manage, administer, and schedule the development of the scope of work for the PROJECTS, excepting work performed by SCRRA in support of the PROJECTS;

B. To provide Work Orders specifying the Support Activities to be provided by or through SCRRA for each PROJECT and authorizing SCRRA to incur cost under this AGREEMENT in support of each PROJECT in accordance with the limitations specified in the Work Order;

C. To fully fund PROJECT Support Activities in accordance with the Work Order budget for each PROJECT in accordance with the cash flow plan provided as part of the Work Order and in accordance with the following provisions:

   a. Payment made to SCRRA will be based on a cost estimate and schedule for each Work Order that shall be agreed upon by SANBAG and SCRRA within 10 working days after SCRRA receives the request from SANBAG. Upon execution of each Work Order, SANBAG shall advance sufficient funds, not to exceed $50,000, to cover initiation of the work and amounts needed to forward fund SCRRA task orders, as agreed;

   b. Final payments to SCRRA shall be based on the actual costs up to the not-to-exceed amount as detailed in the Work Order, for all work performed pursuant to the Work Order;

   c. SANBAG shall review any PROJECT cost changes proposed by SCRRA within ten (10) business days and provide SCRRA with written approval, comments, and/or objections.

D. To comply, and require its consultants to comply, with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program;

E. To provide accurate draft prints of SCRRA track charts and composite maps (or other appropriate media) illustrating all proposed changes to SCRRA track alignments, details of construction, crossings, bridges, and other facilities in a form and frequency prescribed by SCRRA as agreed to in the Work Order;

F. To provide SCRRA with reasonable periods of time to complete the work of SCRRA, and to provide detailed schedules of individual PROJECT design activities to SCRRA at regular intervals to permit SCRRA to efficiently coordinate its Support Activities with the work of SANBAG staff and consultants, and to incorporate appropriate durations for SCRRA Support Activities into the PROJECT schedules;

G. To revise the plans, specifications, and estimates prepared by SANBAG to incorporate revisions in SCRRA standards or recommended practices adopted up to 120 calendar days prior to the scheduled date for advertising the PROJECT for bid, except that changes to standards necessary for operational safety or to comply with regulatory requirements will be adopted upon issuance;

H. To coordinate the development of the PROJECT plans, specifications, and estimates with SCRRA and with the Support Activities provided by SCRRA, and the operations of SCRRA;

I. To develop the plans, specifications, and estimates in a manner to separately designate work on operating tracks, and the associated train control and communication systems, such that a clear line of demarcation is indicated between work done by SANBAG's Contractor and work that SCRRA will retain responsibility for on the operating tracks, train control and communication systems;

J. To provide SCRRA reasonable opportunity of not less than twenty (20) working days and not more than thirty (30) working days, at regular design submittal intervals, to review and comment upon any proposed design;

K. To provide written responses to the comments and recommendations of SCRRA;

L. To require its consultants to submit a Request for Special Consideration, in a form provided by SCRRA, to use a unique engineering design in lieu of the strict application of SCRRA standards;

M. To obtain the concurrence of SCRRA on all matters affecting operations, access points, service levels, application of standards, operation policies, and any proposed construction phasing affecting operating tracks and systems;

N. To notify SCRRA of any proposed PROJECTS sufficiently in advance of the start of any individual PROJECT to permit SCRRA to execute Work Orders, create the PROJECT within the SCRRA accounting system, and issue any required task orders in accordance with SCRRA standard procedures;

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

O. To provide timely reviews and response to any request from SCRRA for a Work Order within fifteen (15) working days of receipt of an estimate from SCRRA in response to notification of any proposed PROJECT;

P. To require its consultants to execute a right-of-entry agreement with SCRRA conforming to SCRRA Form 5 or SCRRA Form 6, as determined by SCRRA with concurrence from SANBAG, at the expense of SANBAG;

Q. To require its consultants to furnish any required insurance at no expense to SCRRA; and

R. To work cooperatively with SCRRA to plan and design PROJECTS so as to minimize adverse impacts to passenger service and on-time performance and to implement projects without any degradation to existing railroad infrastructure or limitations to future expansion.

ARTICLE 5. OBLIGATIONS OF SCRRA

SCRRA agrees:

A. To provide timely requests, supported by an estimate of costs, for a Work Order upon notification by SANBAG of any proposed PROJECT;

B. To designate a project manager or engineer, responsible for all day-to-day activities necessary to manage the Work Orders for PROJECTS on behalf of SCRRA, and to act as the point of contact between PARTIES;

C. To provide Support Activities to SANBAG initiated PROJECTS in accordance with the scope of each Work Order in a timely and workmanlike manner, and in accordance with the standards, practices and guidelines of SCRRA;

D. To provide the Support Activities within the budgeted amount shown in the Work Order;

E. Upon ten (10) working days after execution of each Work Order and prior to commencement of Support Activities, to submit to SANBAG an invoice requesting the advance payment agreed upon in the Work Order, not to exceed $50,000;

F. To invoice SANBAG for the actual costs for all Support Services performed as specified in the Work Order up to the not-to-exceed amount;

G. To not exceed the maximum amount of each Work Order without prior written approval from SANBAG;

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

H. To manage, administer, and schedule the development of the plans, specifications and estimates for the Support Services and other activities provided by SCRRA;

I. To coordinate the Support Services provided by SCRRA with SANBAG and their consultants and contractors;

J. To monitor the activity on all PROJECT Work Orders to meet the schedule, quality and budget goals for each PROJECT, and to provide monthly progress reports using the SCRRA project reporting system supplemented with activity completion reports through standard scheduling software;

K. To establish a unique project number for each Work Order and to submit a monthly project management summary providing updated schedule and budget information and quarterly a financial statement showing the budget versus actual expenditures for each Work Order;

L. To manage and coordinate activities with the SCRRA Operating Department and other Operating Railroads, and to establish PROJECT work windows in advance of advertisement for bids, and to furnish specifications for coordination with the railroad for inclusion in Project Specifications;

M. To be responsible for managing and enforcing all utility related agreements entered into between SCRRA and the utility companies related to the PROJECTS; and

N. To return to SANBAG all unspent funds advanced to SCRRA for a specific Work Order within one hundred twenty (120) calendar days following completion of the Support Activities.

ARTICLE 6. MUTUAL OBLIGATIONS

A. Both SANBAG and SCRRA agree that each will cooperate and coordinate with the other in all PROJECTS covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;

B. The PARTIES agree that a separate construction and maintenance agreement may be executed subsequently by the PARTIES for the construction and maintenance phases of the PROJECTS prior to the start of construction;

C. SANBAG and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS;

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

D. SANBAG and SCRRA agree to work cooperatively to advance the PROJECTS within the estimated time and budget set forth in the Work Order, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;

E. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;

F. SANBAG and SCRRA agree that the scope of work requested by SANBAG for any PROJECT, and the estimates provided by SCRRA in support of a request for a Work Order, are forward looking and may be based on conceptual or other preliminary information. SANBAG and SCRRA agree that the work scope and associated estimates are subject to revision by SANBAG and SCRRA from time-to-time as a PROJECT develops. Any revisions to the estimated costs of a Work Order must be agreed to, in writing, by both PARTIES. SCRRA is not authorized to exceed the maximum not-to-exceed amount detailed in each Work Order without prior written approval from SANBAG. Final payments to SCRRA will be based on actual costs of services defined under a Work Order.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, SANBAG and SCRRA agree that SANBAG's maximum payment obligation per Work Order hereunder (including SCRRA's direct and indirect costs) shall not exceed $100,000 unless authorized by SANBAG's Board of Directors and agreed to in writing by both SANBAG and SCRRA.

ARTICLE 8. AUDIT AND INSPECTION

SANBAG or its designee, shall have the right to conduct audits of all SANBAG funded projects. SCRRA shall establish and maintain proper accounting procedures, appropriate internal controls, and complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of SANBAG to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final close out of each PROJECT. SANBAG shall also have the right to reproduce any such books, records and accounts. Contracts with SCRRA's contractors shall include the above provision with respect to audits. SCRRA shall reimburse SANBAG for any expenditure against a Work Order that is found not to be incurred in support of the agreed Work Order.

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

ARTICLE 9. INDEMNIFICATION

A. SCRRA shall indemnify, defend and hold harmless SANBAG, its officers, directors, members, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.

B. SANBAG shall indemnify, defend and hold harmless SCRRA, its officers, directors, members, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.

C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its' consultants, contractors and subcontractors of any tier performing work pursuant to a Work Order issued under this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.

D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS:

A. This AGREEMENT shall continue in full force and effect through December 31, 2019, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

B. Either PARTY may initiate proceedings to terminate this AGREEMENT by giving thirty (30) days written notice; however, this AGREEMENT shall not be terminated without mutual agreement of both PARTIES.

C. SANBAG and SCRRA shall comply with all applicable Federal, State, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS.

D. SANBAG's and SCRRA's signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to the provisions of this AGREEMENT.

E. This AGREEMENT may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.

F. Notices: Any notices, requests or demands made between the PARTIES pursuant to this AGREEMENT should be sent via email or hard copy to be directed as followed:

To SCRRA: One Gateway Plaza
12th Floor
Los Angeles, CA 90012
Attention: Lia McNeil-Kakaris
Assistant Director, Contracts & Procurement
Copy to: Patricia Watkins
Email: WatkinsP@scrra.net

To SANBAG: 1170 W. 3rd Street
San Bernardino, CA 92410
Attention: Jeffery Hill
Procurement Manager
Copy to: Justin Fornelli, PE
Email: jfornelli@sanbag.ca.gov

G. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.

H. The provisions of this AGREEMENT shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

I. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

J. This AGREEMENT 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. Facsimile signatures will be permitted.

K. Either PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to give or withhold consent to such subsequent assignment.

M. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, of this Cooperative Agreement, or for any other purpose.

N. This AGREEMENT shall be construed and interpreted under the laws of the State of California.

O. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT for the performance thereof, each PARTY shall be responsible for its own costs and expenses, including attorney's fees.

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

P. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between SANBAG and SCRRA concerning SCRRA's participation in the PROJECTS.

Q. Exhibit A (Support Activities) and Exhibit B (Sample Work Order) are attached to and incorporated into this AGREEMENT by this reference

This AGREEMENT shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
SAM JOUNBLAT
INTERIM Chief Executive Officer

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dr. Raymond W. Wolfe
Executive Director

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. General Counsel

Exhibits:

Exhibit A Support Activities
Exhibit B Sample Work Order

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

EXHIBIT A

Support Activities

SCRRA will provide Support Activities per the terms of this Agreement and as specifically requested by an executed Work Order to advance the PROJECTS. PROJECTS are railroad infrastructure improvements within San Bernardino County to enhance rail service. PROJECTS are improvements related to railroad infrastructure including Metrolink operated tracks, highway-rail crossings, railroad signal system, communication facilities, positive train control system, stations, layover yards, or operations and maintenance facilities. The services requested by a Work Order may fall under, but are not limited to, one or more of the following types of Support Activities::

1. Field Services
    a. Flagging
    b. Inspection
    c. SCRRA owned facility marking
    d. Safety training
    e. Review and approval of railroad right-of-entry permits
2. Engineering Services
    a. Design reviews
    b. Signal and communications designs
    c. Preparation of engineering estimates
    d. Preparation of schedules and work plans SCRRA Support Services
    e. Participation in design development meetings
    f. Review of Environmental Reports, Project Study Reports, and technical studies
    g. Review of construction staging plans
    h. Constructability Reviews
3. Railroad Coordination
    a. Establishing work windows, work outages and Form Bs
    b. Identification of railroad requirements
    c. Identification of railroad conflicts
    d. Participation in coordination meetings and resolution of issues

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

4. Operational Coordination
    a. Signal and Communication Systems
    b. Train Controls
    c. Railroad Operations Modeling and ridership projections
    d. Update PTC Configuration Management files, databases, and track charts
5. Other services as mutually agreed

Each Work Order shall have the following attached:

1. Detailed Scope of Work
2. Project Schedule
3. Projected Cash flow for SCRRA efforts

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

EXHIBIT B

SAMPLE WORK ORDER

WORK ORDER NO. [X] **DATE: [xx/xx/xx]**

PROJECT NAME: [NAME]

LOCATION: [RAILROAD SUBDIVISION – MPXX to MPXX or Grade Crossing Name]

PROJECT DESCRIPTION: [Brief project description of one to two sentences.]

SCRRA SCOPE OF WORK: [Specific items requested of SCRRA, based on Scope of Work items listed in Exhibit A]

Reference Documents:

Designated Project Manager:

Estimated Start Date: **Estimated Duration**: [months or years]

Cost Estimate:

Cash Flow Plan: [$XXX.XX upfront deposit followed by payment of monthly invoices.]

SANBAG SIGN-OFF:

_____ _____

Raymond Wolfe
Executive Director

Date

SCRRA SIGN-OFF:

_____ _____

_____

Date

Chief Executive Officer

Attachment: Attachment A: 15-1001125 Master Agreement (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

CONTRACT NO. 15-1001125 - WORK ORDER NO. 15

PROJECT NAME: 2nd Ave At-Grade Crossing Improvements Project

LOCATION: SCRRA's San Grabriel Sub at MP 36.98 in the City of Upland

PROJECT DESCRIPTION/SCOPE OF WORK:

The San Bernardino County Transportation Authority (SBCTA) is making improvements at the 2nd Ave. At-Grade crossing on SCRRA's San Grabriel Sub at MP 36.98. Part of those improvements include upgrading northbound an existing no. 9 gate to no. 9A cantilever gate and installing entrance and exit pedestrian warning devices for both southbound and northbound directions.

This work order with the Southern California Regional Rail Authority (SCRRA) is for coordination, design support, and review of the 2nd Ave At-Grade Crossing Improvements Project based on Scope of Work items listed in Attachment-A and development of a construction and maintenance (C&M) agreement. The C&M agreement will be executed before the project goes into the construction phase and will terminate the work under this work order #15.

Reference Documents

- Work Order No. 15 Fee Estimate and Contract No. 15-1001125

Estimated Start Date: June 30, 2025, **Estimated Duration:** June 30, 2026

SBCTA Designated Project Manager: Ryan Graham

SCRRA Designated Project Manager: Leopoldo Zavala

Work Order Amount: not-to-exceed $164,795.00

Cash Flow Plan: SBCTA to provide 50% deposit following execution of this work order. Monthly billings will be issued by SCRRA and are payable upon receipt. The deposit will be applied once the remaining project cost is equal to the deposit amount.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SIGN OFF:

_____ Date: _____

Carolyn Schindler
Executive Director

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY SIGN OFF:

_____ Date: _____

Darren M. Kettle
Chief Executive Officer

DRAFT

Attachment: Attachment B: 15-1001125 Work Order 15 (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the

Attachment A Fee Estimate Contract 15-1001125 Work Order No. 15

Date	6/27/2025
SCRRA Project No.	TBD
Project Name	2nd Ave At-Grade Crossing Improvements Project
Schedule	JUNE 2025 TO MAY 2026 (11 MONTHS)

NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
1	**Scope of Work**								
1.1	**Meetings**								
a	PDT Meetings (Virtual)	11	1	2	1	22	HR	$300.00	$6,600.00
b	Inter-Departmental or Focus Meetings	6	1	2	2	24	HR	$300.00	$7,200.00
	Sub-Total					**46**	**HR**		**$13,800.00**
1.2	**Project Management and Administration**								
a	Progress reports/Invoicing	11	1	1	1	11	HR	$300.00	$3,300.00
b	General internal PM Work	11	1	2	1	22	HR	$300.00	$6,600.00
	Sub-Total					**33**	**HR**		**$9,900.00**
1.3	**Document Review/Design Support**								
a	Review Design Documents								
	60% Design			8	2	16	HR	$300.00	$4,800.00
	90% Design			8	2	16	HR	$300.00	$4,800.00
	100% Design			8	2	16	HR	$300.00	$4,800.00
b	SCRRA On-Call Consultant Support						LS	$80,000.00	$80,000.00
c	CPUC/GO88-B Support	3	1	2	2	12	HR	$300.00	$3,600.00
d	Site Visits/Field Meetings	2	1	4	3	24	HR	$300.00	$7,200.00
e	~~Signal Design~~						~~LS~~	~~$0.00~~	~~$0.00~~
	Sub-Total					**84**	**HR**		**$105,200.00**
1.4	**Right of Entry**								
a	Safety Training by SCRRA Consultant:					0	EA	$206.00	$0.00
b	Administrative/Application Review Fees					0	LS	$3,888.25	$0.00
c	Standard Plan Review					0	LS	$3,090.00	$0.00
d	SCRRA C&S Markings					0	EA	$2,257.50	$0.00
e	Flagging Services for Geotechnical Fieldworks					0	DAY	$1,800.00	$0.00
f	Right of Entry Permit for Geotechnical					0	LS	$5,000.00	$0.00
	Sub-Total								**$0.00**
1.5	**Construction & Maintenance Agreement**								
a	C&M Agreement Development			16	3	48	HR	$300.00	$14,400.00
	Sub-Total					**48**	**HR**		**$14,400.00**
	Sub-Total								**$143,300.00**
	Contingency							15%	**$21,495.00**
	TOTAL ESTIMATED COST								**$164,795.00**

Notes:

1	The cost of the SCRRA services shown is an estimate only and SCRRA will be reimbursed on the basis of actual costs and expenses.
2	SCRRA to be reimbursed for the actual costs and expenses incurred by SCRRA and its contractors/consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.
3	Right of Entry costs to be paid directly through the permitting portal.

DRAFT

Attachment: Attachment B: 15-1001125 Work Order 15 (11872 : Work Order No. 15 - 2nd Ave At-Grade Crossing Improvements Project in the

Minute Action

AGENDA ITEM: 22

Date: September 3, 2025

Subject:
Omnitrans Specialized Transportation Services for Consolidated Transportation Services Agency Budget for Fiscal Year 2025/2026

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2025/2026.

Background:
In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved Amendment No. 1 to Contract No. 16-1001458, which re-appointed Omnitrans as the CTSA and extended the term an additional five years, through November 4, 2025.

Attachment 1 is the Omnitrans CTSA budget for Fiscal Year (FY) 2025/2026. Table 1 (below) is a comparison between projects from actuals in FY 2022/2023, FY 2023/2024, and FY 2024/2025 and budgeted for FY 2025/2026. Currently, the Measure I CTSA balance is approximately $21.7 million, and the balance has remained relatively unchanged from the previous year. Omnitrans proposed programs for the last FY to decrease the fund balance; however, the impact has yet to be seen in their CTSA fund balance. The majority of the CTSA budget is centered on awarding funds to mobility partners. However, these partners have limited staff, so the reimbursements for these projects have been much slower than anticipated.

Table 1. FY2022/2023, FY 2023/2024, and FY 2024/2025, actuals, Budgeted FY 2025/2026 Comparison

Programs	Admin	Travel Training	TREP	Uber/Taxi	Microtransit	Mobility Partners	Total
FY 2022/2023	$51,042	$20,739	$105,779	$124,463	$368,792	$1,661,009	$2,280,782
FY 2023/2024	$99,461	$41,428	$193,011	$183,927	$422,684	$2,079,178	$3,019,689
FY 2024/2025*	$111,985	$42,525	$535,551	$306,480	$561,137	$2,617,492	$4,176,170
FY 2025/2026	$138,200	$229,635	$678,790	$406,372	$663,547	$3,616,229	$5,732,773

*This is estimated amounts as Omnitrans is still posting year-end adjustments and accruals.

During FY 2024/2025, Omnitrans completed these activities within the CTSA function:

1) **Regional Mobility Partnership (RMP) Program and Call for Projects:** Omnitrans currently has 12 RMP program partners who have been awarded Measure I CTSA funding to provide supplemental and specialized locations for their clients and communities. During this FY, RMP provided approximately 238,000 trips throughout the San Bernardino Valley.

2) **Expanded Transportation Reimbursement Escort Program (TREP):** TREP provides mileage reimbursement to participants who rely on a volunteer driver for additional mobility options. The Omnitrans Board approved the expansion of TREP to the entire San Bernardino Valley service area starting July 1, 2024. The Omnitrans Board also approved the increase in both the reimbursement rate as well as the maximum number of miles allotted per month (increased from 200 to 300). This also included increasing the reimbursement rate for TREP from $0.40/mile to the Internal Revenue Service Rate of $0.665/mile. During this FY, TREP provided reimbursements for approximately 63,800 trips. Table 2 (below) details Omnitrans' programs and their ridership for FY 2022/2023 and FY 2023/2024 for comparison.

3) **OmniRide:** OmniRide is a reservation-based, on-demand, shared transit service that is currently offered in the cities of Chino/Chino Hills, Upland, and Bloomington. Omnitrans expanded OmniRide Bloomington's service span by three additional hours per weekday and added weekend service in January 2025.

4) **Administration**: Omnitrans added a third community specialist to the mobility services department. This additional staff member allows for the expansion of Travel Training for seniors and individuals with disabilities. This helps individuals feel more comfortable using the fixed route network, which expands their mobility options and can reduce demand on Americans with Disabilities Act paratransit services.

Table 2. Annual Ridership Levels by Program

Omnitrans CTSA Program Ridership***	FY 2022/2023	FY 2023/2024
TREP Mileage Reimbursement Program	11,121	27,444
Uber RIDE and Taxi RIDE Program	8,177	22,416
OmniRide Chino Hills, Upland & Bloomington^	18,841	22,942
Travel Training Program	24	215
Total Omnitrans Programs	***38,163***	***73,017***
Anthesis	*34,670*	*44,827*
Central City Lutheran Mission	*1,410*	*3,953*
City of Grand Terrace	*1,593*	*703*
*City of Redlands**	*201*	*0*
AgingNext	*18,076*	*25,991*
OPARC	*22,086*	*35,050*
City of Chino	*7,730*	*7,028*
Highland Senior Center	*4,448*	*5,241*
Loma Linda University Adult Day Health	*4,275*	*4,876*
*City of Ontario***	-	*3,601*
Partners Program Trips	***94,489***	***131,270***
Total Trips	***132,652***	***204,287***

^OmniRide is included as Measure I Senior & Disabled contributes to a portion of these services.
*This program ended in December 2022 by City of Redlands.
**Mobility Partner started programs in FY2023/2024.
*** FY24/25 ridership number are not used as not all data was available.

During FY 2025/2026, CTSA/Mobility Services will continue to grow the expansion travel training and outreach efforts, which support travel training and all other programs. Growth on the UberRIDE and TREP programs are continuing. Additionally, there will be a new Call for Projects to further expand RMP for FY 2026/2027 and FY 2027/2028. Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Staff has reviewed the proposed budget and finds it reasonable in its assumptions.

Financial Impact:
The CTSA budget is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Senior and Disabled funds in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

Attachment 1

OMNITRANS
3000 - EXPENSE BUDGET FOR MOBILITY SERVICES
FY 2026

GL ACCT CODE	Salary % DESCRIPTION	A Admin	B Travel Train	C TREP	D Uber/Taxi	E Mobility Partners	F MicroTransit	TOTAL
501100	Regular Pay - Operators							-
501130	Regular Pay - Others	64,413.56	107,355.93	107,355.93	64,413.56	85,884.74	-	429,423.72
501310	Overtime Pay - Operator	-	-	-	-	-	-	-
501340	Overtime Pay - Other	-	-	-	-	-	-	-
TOTAL SALARIES		**64,413.56**	**107,355.93**	**107,355.93**	**64,413.56**	**85,884.74**	**-**	**429,423.72**
502210	PERS Employer Expense	8,164.11	13,606.85	13,606.85	8,164.11	10,885.48	-	54,427.39
502240	PERS Reimbursement Expense	-	-	-	-	-	-	-
502270	PacifiCare COPD	2,309.74	3,849.57	3,849.57	2,309.74	3,079.66	-	15,398.29
502320	Health Saving Acct Expense	-	-	-	-	-	-	-
502330	Life Insurance Expense	288.50	480.84	480.84	288.50	384.67	-	1,923.35
502360	Employers Medicare Tax Expense	1,089.05	1,815.08	1,815.08	1,089.05	1,452.06	-	7,260.32
502370	LTD CO PD Expense	309.42	515.70	515.70	309.42	412.56	-	2,062.80
502390	Unemployment Insurance expense	-	-	-	-	-	-	-
502420	Workers Compensation Expense	-	-	-	-	-	-	-
502450	Sick Leave Expense	3,466.47	5,777.45	5,777.45	3,466.47	4,621.96	-	23,109.78
502451	Sick Leave Expense - Operators	-	-	-	-	-	-	-
502480	Holiday Pay Expense	3,177.60	5,295.99	5,295.99	3,177.60	4,236.79	-	21,183.97
502481	Holiday Pay Expense - Operators	-	-	-	-	-	-	-
502490	Floating Holiday Pay Expense	-	-	-	-	-	-	-
502491	Floating Holiday Pay Expense - Oper	-	-	-	-	-	-	-
502510	Vacation Pay Expense	3,760.30	6,267.17	6,267.17	3,760.30	5,013.74	-	25,068.69
502511	Vacation Pay Expense - Operators	-	-	-	-	-	-	-
502580	Car Expense	-	-	-	-	-	-	-
502600	SDI Reimbursement Expense	830.83	1,384.72	1,384.72	830.83	1,107.78	-	5,538.89
502630	EE Bond Expense	-	-	-	-	-	-	-
502690	Jury Duty Leave Expense	288.87	481.45	481.45	288.87	385.16	-	1,925.82
502691	Jury Duty Leave Expense - Operators	-	-	-	-	-	-	-
502721	Military Duty Leave Expense	-	-	-	-	-	-	-
502720	Military Duty Leave Expense - Opera	-	-	-	-	-	-	-
502780	Deferred Compensation Expense	1,320.11	2,200.19	2,200.19	1,320.11	1,760.15	-	8,800.74
502790	Bonus Pay	300.00	500.00	500.00	300.00	400.00	-	2,000.00
502791	Bonus Pay - Operators	-	-	-	-	-	-	-
502880	Kaiser COPD	10,608.41	17,680.68	17,680.68	10,608.41	14,144.54	-	70,722.72
502900	Pension Expense	-	-	-	-	-	-	-
502980	Payroll Expenses Reimbursement	-	-	-	-	-	-	-
502990	Payroll Claim Expenses	-	-	-	-	-	-	-
TOTAL BENEFITS		**35,913.41**	**59,855.69**	**59,855.69**	**35,913.41**	**47,884.55**	**-**	**239,422.75**
503060	Professional & Technical Fees	20,980.00	-	-	-	-	-	20,980.00
503110	Contract Maintenance Services	-	-	-	-	-	-	-
503160	Custodial Services Expense	-	-	-	-	-	-	-
503210	Security Services Expense	-	-	-	-	-	-	-
503260	Fare Collection Service Expense	-	-	-	-	-	-	-
503310	Contract Labor Expense	-	-	-	-	-	-	-
503360	Employee Physicals Expense	-	-	-	-	-	-	-
503600	Community Partners					3,474,400.00	-	3,474,400.00
503990	Other Services	-	-	500,000.00	300,000.00	-	-	800,000.00
TOTAL SERVICES		**20,980.00**	**-**	**500,000.00**	**300,000.00**	**3,474,400.00**	**-**	**4,295,380.00**
504000	Discounts Received	-	-	-	-	-	-	-
504010	Bus & Other Rolling Stock Parts	-	-	-	-	-	-	-
504011	Non Rev Rolling Stock Parts	-	-	-	-	-	-	-
504012	Outsourced Rolling Stock Maintenan	-	-	-	-	-	-	-
504020	Tire s & Tubes	-	-	-	-	-	-	-
504030	Preventative Maintenance	-	-	-	-	-	-	-
504060	Workshop clearing account	-	-	-	-	-	-	-
504070	Hydrogen Fuel	-	-	-	-	-	-	-
504080	Electric Propulsion	-	-	-	-	-	-	-
504090	LNG/CNG Fuels	-	-	-	-	-	-	-
504091	CNG Hedging Activities	-	-	-	-	-	-	-
504100	Gasoline	-	-	-	-	-	-	-
504110	Diesel Fuel	-	-	-	-	-	-	-
504120	Oil	-	-	-	-	-	-	-
504130	Lubricants & Chemicals	-	-	-	-	-	-	-
504131	CNG Compressor Oil	-	-	-	-	-	-	-
504140	CNG Fuel Tax Credit	-	-	-	-	-	-	-
504190	Computer Supplies	-	-	-	-	-	-	-
504200	Washer & Cleaner Supplies	-	-	-	-	-	-	-
504210	Office Supplies	525.00	875.00	875.00	525.00	700.00	-	3,500.00
504220	Small Tools	-	-	-	-	-	-	-
504230	Clothing & Safety Supplies	-	1,500.00	-	-	-	-	1,500.00
504240	Tool Allowance	-	-	-	-	-	-	-
504900	Price Variance	-	-	-	-	-	-	-
504910	Inventory Adjustment	-	-	-	-	-	-	-
504990	Other materials & supplies	-	-	-	-	-	-	-
TOTAL MATERIALS & SUPPLIES		**525.00**	**2,375.00**	**875.00**	**525.00**	**700.00**	**-**	**5,000.00**

Attachment: Attachment 1 CTSA_Fina STS Budget breakout_FY26 for SBCTA (11839 : Omnitrans CTSA Budget for Fiscal Year 2025/2026)

Attachment 1

OMNITRANS
3000 - EXPENSE BUDGET FOR MOBILITY SERVICES
FY 2026

GL ACCT CODE	Salary % DESCRIPTION	A Admin	B Travel Train	C TREP	D Uber/Taxi	E Mobility Partners	F MicroTransit	TOTAL
505020	Utility Other than Propulsion Power	300.00	500.00	500.00	300.00	400.00	-	2,000.00
505030	Telephone	-	-	-	-	-	-	-
505040	Data communication Lines	1,275.00	2,125.00	2,125.00	1,275.00	1,700.00	-	8,500.00
505060	Repairs & Maint - Buildings	-	-	-	-	-	-	-
505110	Repairs & Maint - Equipment	-	-	-	-	-	-	-
505160	Repairs & Maint - Office Equipment	-	-	-	-	-	-	-
505170	R & M Software [Contracts]	-	-	-	-	-	-	-
505210	Repairs & Maint Grounds	-	-	-	-	-	-	-
505230	Repairs & Maint Stops & Satations	-	-	-	-	-	-	-
505960	Other Occupancy Expense	-	-	-	-	-	-	-
TOTAL OCCUPANCY		**1,575.00**	**2,625.00**	**2,625.00**	**1,575.00**	**2,100.00**	**-**	**10,500.00**
506110	Property/Official & Emp Liab Insuranc	-	-	-	-	-	-	-
506160	General Liab & Veh Liab/Loss Insura	1,498.50	1,498.50	1,503.00	-	-	-	4,500.00
506180	General Auto PD/PL Uninsured Ded/	-	-	-	-	-	-	-
506310	Worker's Comp Excess/Employer's L	-	-	-	-	-	-	-
506360	Worker's Comp Self Insured IBNR	-	-	-	-	-	-	-
506960	General Liability/Loss IBNR	-	-	-	-	-	-	-
TOTAL CASUALTY & LIABILITY		**1,498.50**	**1,498.50**	**1,503.00**	**-**	**-**	**-**	**4,500.00**
169407	Purchased Transportation	-	-	-	-	-	663,547.00	663,547.00
508900	Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-
508990	Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-
TOTAL PURCH TRANSPORT		**-**	**-**	**-**	**-**	**-**	**663,547.00**	**663,547.00**
509080	Advertising/Promotion Media	1,500.00	2,500.00	2,500.00	1,500.00	2,000.00	-	10,000.00
509230	Printing Charges	1,500.00	2,500.00	2,500.00	1,500.00	2,000.00	-	10,000.00
TOTAL PRINTING & ADVERTISING		**3,000.00**	**5,000.00**	**5,000.00**	**3,000.00**	**4,000.00**	**-**	**20,000.00**
508000	Interest Expense	-	-	-	-	-	-	
509010	Memberships, Dues, Pub, Subscript	1,100.00	1,100.00	-	-	-	-	2,200.00
509020	Travel & Meetings	8,250.00	8,250.00	-	-	-	-	16,500.00
509030	Postage and Express Mail	-	-	-	-	-	-	-
509070	Bad Debt expense /NSF	-	-	-	-	-	-	-
509100	Bus Pass Sales Discounts	-	40,000.00	-	-	-	-	40,000.00
509200	Safety Training	-	-	-	-	-	-	-
509210	Employee Training	900.00	1,500.00	1,500.00	900.00	1,200.00	-	6,000.00
509220	Educational Reimbursements	-	-	-	-	-	-	-
509240	Outside Freight	-	-	-	-	-	-	-
509250	Bank Charges	-	-	-	-	-	-	-
509260	Employee Recognition	45.00	75.00	75.00	45.00	60.00	-	300.00
	PO Invoice Over Under	-	-	-	-	-	-	-
509990	Other Miscellaneous Expense	-	-	-	-	-	-	-
590300	Distributed Labor - Maintenance - Dir	-	-	-	-	-	-	-
590400	Allocated Indirect Labor & Benefits	-	-	-	-	-	-	-
TOTAL MISCELLANEOUS EXPENSE		**10,295.00**	**50,925.00**	**1,575.00**	**945.00**	**1,260.00**	**-**	**65,000.00**
TOTAL EXPENSES		**138,200**	**229,635**	**678,790**	**406,372**	**3,616,229**	**663,547.00**	**5,732,773**

Attachment: Attachment 1 CTSA_Fina STS Budget breakout_FY26 for SBCTA (11839 : Omnitrans CTSA Budget for Fiscal Year 2025/2026)

Minute Action

AGENDA ITEM: 23

Date: September 3, 2025

Subject:
Reimbursement Agreement No. 25-1003323 with Union Pacific Railroad Company for Preliminary Engineering Services for the Ontario International Airport Connector Project

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

A. Approve Agreement No. 25-1003323 with Union Pacific Railroad Company (UPRR) to reimburse UPRR for the railroad's preliminary engineering analysis of tunneling under the railroad associated with the Ontario International Airport Connector Project, in the not-to-exceed amount of $250,000, to be funded with State Transit Assistance Funds.

B. Approve a contingency for a not-to-exceed amount of $75,000 for Agreement No. 25-1003323, and authorize the Executive Director, or her designee, to release contingency as necessary.

Background:
The Ontario International Airport (ONT) Connector Project (Project) will provide new passenger service between the Cucamonga Metrolink 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 Cucamonga Metrolink Station and ONT; 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 would 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 Metrolink Station and ONT.

The Project alignment requires crossing the Union Pacific Railroad Company (UPRR) alignment near East Guasti Road and Milliken Avenue. As part of this Project, San Bernardino County Transportation Authority (SBCTA) must secure approval from UPRR for the tunnel crossing beneath the active Alhambra Line, a class one freight railway. UPRR's Public Projects Checklist and Plan Submittal Guidelines require detailed analysis and documentation to demonstrate that tunneling activities will not negatively impact railroad operations. Due to the sequence and duration of the required submittals, UPRR approval is a critical path activity, and it is prudent to begin work as soon as possible to mitigate schedule risk related to prolonged UPRR reviews. To mitigate this risk, the SBCTA Board of Directors previously authorized amending the Project Management/Construction Management (PCM) Services contract to advance the UPRR crossing design to a 30% level and perform the required coordination with UPRR staff related to early design submittals. The PCM team has advanced the preliminary engineering work and coordination with UPRR. Per their coordination efforts, a Preliminary Engineering Agreement is now required to initiate the UPRR review process.

Staff received the draft agreement from UPRR, which stipulates that the $250,000 is only an estimate of UPRR's support costs and other expenses, and that SBCTA will reimburse UPRR for

actual costs incurred; any amount exceeding $250,000 must be paid within 30 days of presentation of invoice, without requiring a written amendment signed by the parties. This language is consistent with existing agreements between the parties and UPRR will not alter it. As such, staff recommends moving forward with the agreement and recommends a contingency in the amount of $75,000 to be able to pay actual expenses in a timely manner. The next step in the UPRR approval process is to submit the design and engineering analysis. If approved, UPRR will then prepare a Construction and Maintenance Agreement, which outlines the terms and conditions for the construction and ongoing maintenance.

Financial Impact:
The ONT Connector Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with State Transit Assistance Funds (1050) in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

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

Contract Summary Sheet

General Contract Information

Contract No: 25-1003323 Amendment No.:

Contract Class: Payable Department: Transit

Vendor No.: 02269 Vendor Name: Union Pacific Railroad Company

Description: Preliminary Engineering Services for ONT Connector Project

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	250,000.00	Original Contingency	$	75,000.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**250,000.00**	**Total Contingency Value**	**$**	**75,000.00**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**325,000.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11842

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? Yes N/A

State Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 09/03/2025 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: $ 250,000.00	Total Contingency: $ 75,000.00
GL:	1050	30	0315	0337	52001	42218001		State Transit Assistance	250,000.00	75,000.00
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Victor Lopez
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: CSS Contract 25-1003323 (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

UPRR REMS
Project 778101

Attachment: 25-1003323 Union Pacific Railroad Company (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $250,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

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3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Kenneth Tom
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

DRAFT

Attachment: 25-1003323 Union Pacific Railroad Company (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

Exhibit A
Project Description and Location

Project Description

San Bernardino County Transportation Authority (SBCTA) proposes to bore a 12' tunnel underneath Railroad at the crossings referred to below.

Location

Alhambra Subdivision

DOT	Crossing Type	Milepost	Street Name
440140R	Public	525.414	Milliken Avenue
748362F	Public	525.21	Airport Drive

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Attachment: 25-1003323 Union Pacific Railroad Company (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

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Attachment: 25-1003323 Union Pacific Railroad Company (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

Exhibit C
Billing Contact Information

Name	Victor Lopez
Title	Director of Transit and Rail Programs
Address	1170 West Third Street, 2nd Floor, San Bernardino, CA 92410
Work Phone	(909) 884-8276
Cell Phone	
Email	vlopez@gosbcta.com
Agency Project No.	

DRAFT

Attachment: 25-1003323 Union Pacific Railroad Company (11842 : Reimbursement Agreement 25-1003323 Union Pacific Railroad Company)

Minute Action

AGENDA ITEM: 24

Date: September 3, 2025

Subject:
Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC

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

Approve Amendment No. 2 to Exclusive Negotiating Agreement No. 22-1002760 with Orange Blossom by Invision, LLC, to extend the period of performance by two years, through October 14, 2027.

Background:
On January 11, 2022, San Bernardino County Transportation Authority (SBCTA) entered into a third-party agreement with a developer, Invision Community Builders, LLC, and the owners of private property adjacent to and south of the Redlands Subdivision, between Judson Street and Grove Street in the City of Redlands. The purpose of this third-party agreement was to address a cloud over title to the southern 30.5 feet of the Redlands Subdivision and provide a path forward for the development of a high-density senior housing development, entitled for 108 units, located roughly within a half mile of the Arrow Service University Station.

In consideration of the transit-oriented nature of the proposed development in close proximity to the University Station and the potential cost of litigation to contest the cloud over title, SBCTA agreed to quitclaim its interest in the contested portion of the Redlands Subdivision for $45,972, or 50% of the market value, allowing the private party sale to move forward and continued progression of the senior housing development. To safeguard SBCTA's interest in the completion of the development against private land banking or real property prospecting, SBCTA retained a lien against the property interest which requires the developer to return the full south 30.5 feet of the Redlands Subdivision to SBCTA, free from the cloud over title, for $45,972, should the developer fail to obtain a grading permit for the project from the City of Redlands by October 14, 2025. The purpose of the October 14, 2025, deadline was to incentivize the developer to diligently pursue the project to the commencement of construction within three years of the close of escrow.

In October 2022, all three parties of the agreement amended the agreement to assign the developer responsibilities from Invision Community Builders, LLC to Orange Blossom by Invision, LLC (Invision) prior to the close of escrow on the property, consistent with the assignment of the escrow agreement to Invision, as the buyer.

Following the close of escrow, Invision could not secure all necessary funding to advance the project to issuance of a grading permit by October 14, 2025; therefore, Invision has requested additional time to advance the housing project to the city issuance of a grading permit. Amendment No. 2 will change the deadline from October 14, 2025, to October 14, 2027.

If this amendment is not approved, then on October 14, 2025, if Invision has not obtained a grading permit for the housing development, the terms of the agreement require the developer to sell the south 30.5 feet of the Redlands Subdivision to SBCTA for $45,972, the same amount that the developer originally paid to SBCTA.

Entity: San Bernardino County Transportation Authority

Financial Impact:
The contract was not included in the adopted Budget for Fiscal Year 2025/2026. If the recommendation is not adopted then an administrative budget amendment will be processed funded with Rail Asset 1080 Funds.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Contract Summary Sheet

General Contract Information

Contract No: 22-1002760 Amendment No.: 2

Contract Class: Payable Department: Transit

Vendor No.: 03746 Vendor Name: Orange Blossom by Invision, LLC

Description: Three Party Settlement Agreement with Orange Blossom by Invision, LLC and Clemetson on Redlands Sub

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	45,972.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**45,972.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**45,972.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item# 11843

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: 01/11/2022 Expiration Date: 10/14/2025 Revised Expiration Date: 10/14/2027

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: $ 45,972.00	Total Contingency: $ -
GL:	1080	30	0313	0360	52001	43022000		Rail Assets	45,972.00	-
GL:									-	-
GL:									-	-
GL:									-	-

Ryan Aschenbrenner
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes: $45,972 (receivable) received by SBCTA at close of third-party escrow between Clemetson and Invision. Second phase of the agreement, Invision is required to obtain grading permit issuance by 10/14/2027; otherwise, SBCTA may pay $45,972 (payable) for return of real property.

Attachment: CSS - 22-1002760 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

AMENDMENT NO. 2 OF

EXCLUSIVE NEGOTIATING AGREEMENT FOR A DEVELOPMENT

WHEREAS, the San Bernardino County Transportation Authority, a county transportation authority pursuant to California Public Utilities Code § 130800 et seq. (SBCTA), and Invision Community Builders, LLC, a California limited liability company (Invision) entered into an Exclusive Negotiating Agreement for a Development, dated January 11, 2022, and known to SBCTA as Contract No. 22-1002760 (ENA), together with the parties collectively known as Clemetson; and

WHEREAS, SBCTA, Invision, and Clemetson entered into a Consent and Assignment and Assumption of Exclusive Negotiating Agreement for a Development, effective October 18, 2022, (Amendment No. 1), in which Invision assigned the ENA to Orange Blossom by Invision, LLC, a California limited liability company (Developer), managed by Invision; and

WHEREAS, Developer and Clemetson successfully closed escrow of the purchase and sale agreement referenced in the recitals of the ENA on October 27, 2022; and

WHEREAS, Developer and SBCTA wish to amend Sections 1, 5, and 7 of the ENA to extend the period of performance by two years, which, pursuant to Section 10 of the ENA, Developer and SBCTA may do without consideration to or consent from Clemetson.

NOW, THEREFORE, SBCTA and Developer agree as follows:

1. The above recitals are true and correct.
2. The last sentence of Section 1, as appended thereto by Amendment No. 1, is deleted and replaced to read as follows:

   "From and after the successful close of escrow between the Owner and Developer, the term of the ENA shall instead end on the earlier of: (i) the date which both Developer and SBCTA have completed all obligations under Section 5; or (ii) October 14, 2027."

3. Delete "within thirty six (36) months of close of escrow" from Section 5 and replace with "on or before October 14, 2027".
4. Delete "This Secondary Escrow shall only close once Section 5 has been satisfied or on October 14, 2025, whichever occurs sooner." from Section 7.b and replace with "This Secondary Escrow shall close on the earliest occurrence of the following: Section 5 has been satisfied; the provisions of Section 5 become impossible to satisfy, for example, if the entitlements to the Project expire without the possibility to extend said entitlements; or on October 14, 2027."
5. Developer and SBCTA shall execute and record the Memorandum of Agreement attached hereto as Attachment 1.

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Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

6. Nothing herein contained shall be construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the ENA except as expressly provided herein.

IN WITNESS WHEREOF, the parties have digitally executed this Amendment as of the date signed below.

SBCTA

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
a county transportation authority

By: _____

Its: _____

Date: _____, 2025

APPROVED AS TO FORM:

By: _____

DEVELOPER

ORANGE BLOSSOM BY INVISION, LLC,
a California limited liability corporation
By: Invision Community Builders, LLC, a California limited liability corporation, its General Manager

By: _____

Its: _____

Date: _____, 2025

DRAFT

Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

ATTACHMENT 1

TO

AMENDMENT NO. 2 OF

EXCLUSIVE NEGOTIATING AGREEMENT FOR A DEVELOPMENT

DRAFT

Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
1170 W 3rd Street, 2nd Floor
San Bernardino, CA 92410

APN: 0170-221-53

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS NOTICE IS HEREBY GIVEN that **INVISION COMMUNITY BUILDERS, LLC**, a California limited liability corporation herein after referred to as **"DEVELOPER,"** and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a county transportation authority pursuant to Public Utility Code §§130800 et seq., hereinafter referred to as **"SBCTA"**,

have entered into an agreement dated January 11, 2022, ("**Agreement**"), concerning that certain real property legally described in Exhibit A, attached hereto and incorporated herein by reference, ("**Property**"), whereby the DEVELOPER shall develop the Property under the terms and conditions contained in said Agreement. Furthermore, the parties desire that notice be given of certain terms and conditions contained in said Agreement; said terms and conditions are more particularly described in Exhibit B, attached hereto and incorporated herein by reference, and to RECIND THE MEMORANDUM OF AGREEMENT, RECORDED ON OCTOBER 28, 2022, AS INSTRUMENT NO. 2022-0359795 AND RECORDED ON OCTOBER 27, 2022, AS INSTRUMENT NO. 2022-0358043.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be effective this _____ day of _____, 2025.

DRAFT

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority

By: _____

Its: _____

Date: _____, 2025

APPROVED AS TO FORM:

By: _____

ORANGE BLOSSOM BY INVISION, LLC,
a California limited liability corporation
By: Invision Community Builders, LLC, a California limited liability corporation, its General Manager

By: _____

Its: _____

Date: _____, 2025

Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the City of Redlands, County of San Bernardino, State of California, described in that certain Certificate of Compliance issued by the Department of Planning and Community Development of the City of Redlands, County of San Bernardino, State of California, recorded April 6, 2016, in the Official Records of the County of San Bernardino, Document No. 2016-0128432, as follows:

> All that portion of Park Avenue as shown on Map of Lugonia Park, as per Map recorded in Book 4 of Maps, Page 50, in the Office of the County Recorder of San Bernardino County, State of California, being more particularly described as follows:
>
> A strip of land 30.05 feet wide adjoining Block K to the North and being the South 30.50 feet of Park Avenue as shown on said Map of Lugonia Park and as shown on Record of Survey Map recorded in Book 126 of Records of Survey, Page 62, in the Office of the County Recorder of said County.

DRAFT

Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

EXHIBIT B

NOTICE GIVEN OF CERTAIN TERMS AND CONDITIONS

1. DEVELOPER shall diligently seek to obtain a grading permit for the development of a high density multi-unit residential development upon an assemblage of real property of which the Property is a portion of, on or before October 14, 2027.

2. If the grading permit described herein has not been issued by the City of Redlands as of October 14, 2027, then DEVELOPER shall grant title to the Property to SBCTA free and clear of liens and encumbrances in exchange for the sum of Forty-Five Thousand Nine Hundred Seventy-Two Dollars ($45,972).

3. DEVELOPER shall not cause nor allow any lien or encumbrance to be placed against the Property. Should any lien or encumbrance form against the Property, DEVELOPER shall diligently take all actions necessary and reasonable to remove any such lien or encumbrance, promptly, without delay, and before October 14, 2027.

4. DEVELOPER shall not transfer the Property to any entity unless the transfer is pursuant to an assignment of the Agreement, which SBCTA, DEVELOPER, and the assignee shall document by rescinding this Memorandum of Agreement and recording a new Memorandum of Agreement concurrently with any such transfer.

5. The terms and conditions of the Agreement noticed herein shall have been satisfied at such time that a grading permit as described herein has been issued by the City of Redlands on or before October 14, 2027, or a Grant Deed of the Property has been recorded in favor of the SBCTA.

6. DEVELOPER and SBCTA agree that this Memorandum of Agreement shall expire as of October 14, 2027.

DRAFT

Attachment: 22-1002760_02 (11843 : Exclusive Negotiating Agreement Amendment 2 with Orange Blossom by Invision)

Minute Action

AGENDA ITEM: 25

Date: September 3, 2025

Subject:
Declaration of Exempt Surplus Property and Sale of a Portion of the Baldwin Park Branch to the City of Fontana

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

Adopt Resolution No. 26-002, finding and declaring property known as Assessor's Parcel Number 0191-161-25 to be exempt surplus property if sold to the City of Fontana, and delegating authority to the Executive Director, or her designee, to approve and execute a Purchase and Sale Agreement with the City of Fontana, upon approval as to form by SBCTA General Counsel, for the purchase of the exempt surplus property at fair market value as determined by an appraisal.

Background:
On April 7, 2004, the Board of Directors approved the sale of the Fontana Pacific Electric Freight Depot Property to the Fontana Redevelopment Agency. The freight depot was formerly known as Assessor's Parcel Number (APN) 0191-161-19. Not included in the original sale was a portion of the right-of-way to the west of the freight depot which tapered out from the main 80-foot-wide right-of-way intended for a siding track.

In May 2025, the City of Fontana (City) expressed to San Bernardino County Transportation Authority (SBCTA) staff its interest to acquire the 7,223 square foot tapered property, known as APN 0191-161-25 (Property), to perfect the right-of-way the City acquired through the redevelopment agency in 2004; removing the jogs in the south property line of the parcels owned by SBCTA. Due to the sale in 2004, the Property is no longer needed as a siding track; however, SBCTA still preserves an 80-foot-wide right-of-way for future rail expansion per the Pacific Electric Trail Master Plan.

The sale of the Property is exempt from the Surplus Land Act disposal requirements pursuant to California Government Code sections 54222.3 and 54221(f)(1)(D), as a property transferred from one public agency to another public agency for that public agency's use qualifies as exempt surplus property. The SBCTA Board of Directors must make written findings to support the declaration of "exempt surplus property". Additionally, at least 30 days prior to the sale, SBCTA must provide the California Department of Housing and Community Development notice of this declaration.

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. Consistent with SBCTA Policy No. 10400, Surplus Real Property, the sale proceeds will be returned to the Rail Assets Fund, Fund 1080.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

RESOLUTION NO. 26-002

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DECLARING A PORTION OF THE BALDWIN PARK BRANCH / PACIFIC ELECTRIC TRAIL IN THE CITY OF FONTANA (APN 0191-161-25) AS EXEMPT SURPLUS PROPERTY AND AUTHORIZING ITS SALE TO THE CITY OF FONTANA

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired the Baldwin Park Branch right-of-way from the Southern Pacific Transportation Company as described in Instrument 1991-0130996, recorded April 19, 1991, in the Official Records of San Bernardino County, State of California; and

WHEREAS, SBCTA sold the Fontana Pacific Electric Freight Depot Site to the Fontana Redevelopment Agency as described in Instrument 2004-0632157, recorded August 31, 2024, in the Official Records of San Bernardino County, State of California; and

WHEREAS, a portion of the SBCTA-owned Baldwin Park Branch right-of-way, known to the San Bernardino County Assessor's Office as Assessor Parcel Number 0191-161-25 (the "Property"), is now excess to the 80-foot-wide Baldwin Park Branch right-of-way, formerly serving only as a siding track approach to the freight depot site now owned by the CITY; and

WHEREAS, the CITY, a local public agency, has informed SBCTA, a local public agency, that the CITY wishes to purchase the Property for CITY's use; and

WHEREAS, SBCTA wishes to sell the Property to the CITY for CITY's use; and

WHEREAS, California Government Code Section (GC) 54221(f)(1)(D) defines exempt surplus land to include public agency land which is transferred to another local, state, or federal agency for the transferee agency's use.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Authority Board of Directors (Board):

1. The Board finds that the above recitals are true and correct and hereby incorporates them by reference.

2. The Board finds that the Property serves no further purpose and is excess to SBCTA's use of the Baldwin Park Branch right-of-way.

3. The Board finds that the Property, being 7,223 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 GC Section 66905.5, and therefore no notice of availability of the Property for open space purposes is required pursuant to GC Section 54221(f)(2).

DRAFT

Attachment: Resolution No. 26-002 (PRINT) (11844 : Surplus and Sale of a Portion of the Baldwin Park Branch to the City of Fontana)

4. The Board further finds that disposal of the Property to the CITY is exempt from the Surplus Land Act, pursuant to GC Section 54222.3, fitting the description of exempt surplus land set forth in GC Section 54221(f)(1)(D) ("Exempt Surplus Land").

5. The Board declares the Property to be Exempt Surplus Land and authorizes the Executive Director to negotiate, approve, and execute any and all necessary documents, including but not limited to, a Purchase and Sale Agreement, upon approval as to form by SBCTA General Counsel, with the City of Fontana to effectuate the disposition of the Property, at fair market value, to the City of Fontana, after providing a minimum of thirty (30) days' notice of this Resolution to the California Department of Housing and Community Development (HCD) in accordance with HCD Surplus Land Act Guidelines.

Adopted by the San Bernardino County Transportation Authority on September 3, 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

DRAFT

Attachment: Resolution No. 26-002 (PRINT) (11844 : Surplus and Sale of a Portion of the Baldwin Park Branch to the City of Fontana)

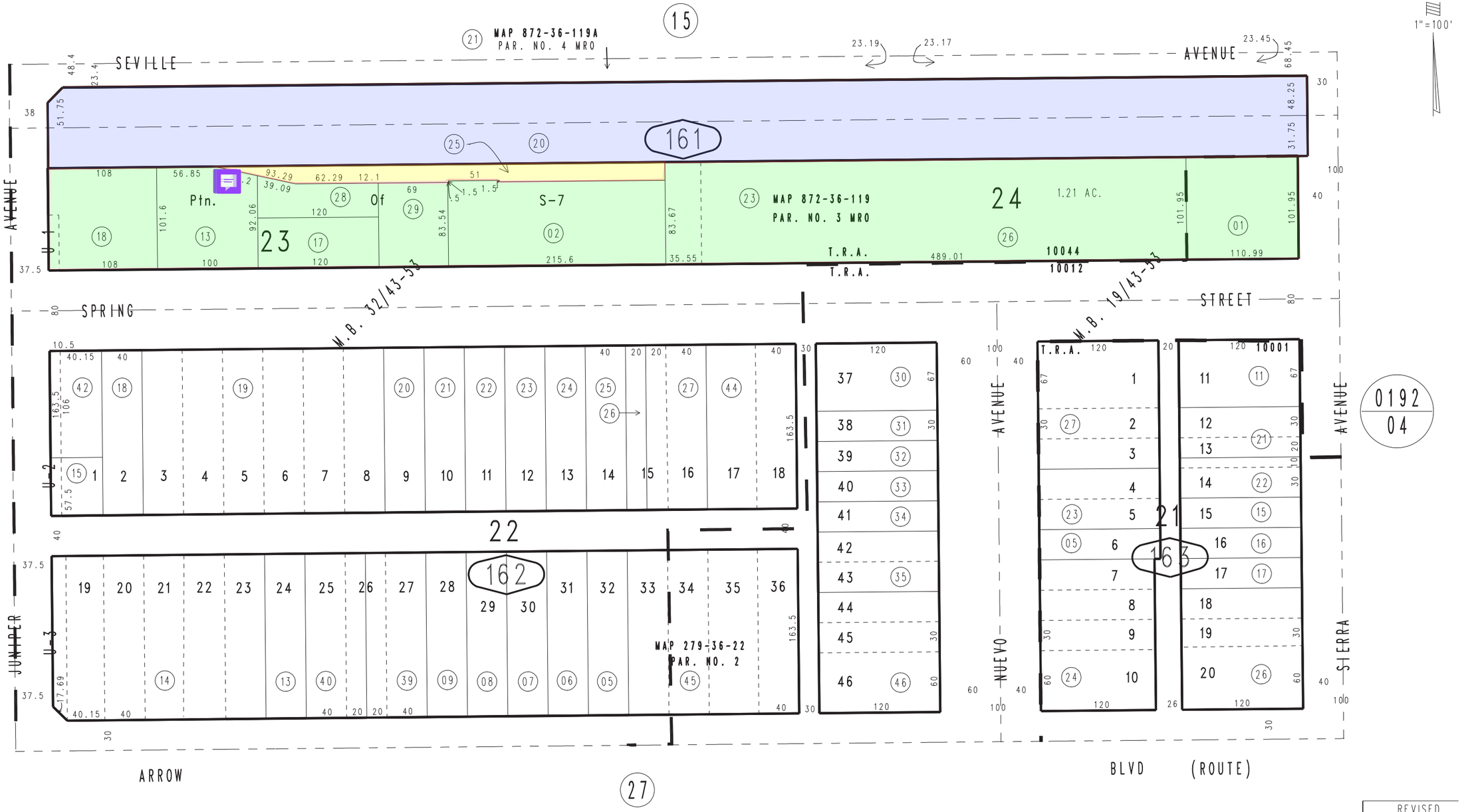
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Fontana Townsite. M.B. 19/53-54
Ptn. Tract No. 2266, Fontana Townsite. M.B. 32/43-53

City of Fontana
Tax Rate Area
10001 10012 10044

0191 - 16

1"=100'



December 2003

Ptn. N.E.1/4, Sec. 7
T.1S., R.5W.

Assessor's Map
Book 0191 Page 16
San Bernardino County

REVISED
02/28/24 KI

Attachment: Placeholder Vicinity Exhibit (11844 : Surplus and Sale of a Portion of the Baldwin Park Branch to the City of Fontana)



VICINITY MAP
Fontana Pacific Electric Trail Surplus

SBCTA Right of Way
Parcel Boundaries
Subject Property

N

sbcta
San Bernardino County T

Attachment: Exhibit - Vicinity Map Fontana PET Surplus (11844 : Surplus and Sale of a Portion of the

Minute Action

AGENDA ITEM: 26

Date: September 3, 2025

Subject:
Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations Program Funds

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

Adopt Resolution No. 26-001 requesting to reallocate $364,534 of Low Carbon Transit Operations Program - Population Share funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program.

Background:
On April 7, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), allocated $400,000 of Fiscal Year 2020/2021 Low Carbon Transit Operations Program (LCTOP) – Population Share funds to the Arrow Fare Subsidy Program. Arrow revenue service began in late October 2022, and beginning in early 2023, SBCTA, in coordination with the Southern California Regional Rail Authority, launched a series of fare promotions, including $1 introductory fares, free student rides, and free fares in partnership with local community events. While these programs were well received, the implementation and subsidy costs were low.

Due to the duration SBCTA has held the LCTOP funds, staff recommends transferring the remaining project balance of $364,534, which includes accrued interest, to Omnitrans' K-12 Student Fare Program, which will ensure timely use of funds. Staff has closely coordinated with both the California Department of Transportation (Caltrans), who administers LCTOP, and Omnitrans, who is prepared to receive the transfer under their existing program.

As required by LCTOP program guidelines, Caltrans requires that SBCTA submit a Board-approved resolution authorizing the project and fund transfer. Staff recommends that the Board adopt Resolution No. 26-001 in support of this reallocation.

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

Reviewed By:
The item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:
Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

RESOLUTION NO. 26-001

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING REALLOCATION OF LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDS

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and has received state funding from the Low Carbon Transit Operations Program (LCTOP) 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 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, SBCTA wishes to reallocate funds from the Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program; and

WHEREAS, the Department's LCTOP guidelines require SBCTA to provide a signed resolution to request reallocation of funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The submittal of the following project reallocation request to the Department for Fiscal Year (FY) 2020/2021 LCTOP funds from SBCTA's Arrow Fare Subsidy Program to Omnitrans' Student Fare Subsidy Program is hereby authorized:

Project Name: Student Fare Subsidy Program
Amount of LCTOP Funds Requested: $364,534
Project Description: Omnitrans will provide free fares to students K-12 in their service area.
Contributing Sponsor: SBCTA
Project Lead: Omnitrans
Disadvantaged Community Benefit: This project will benefit a disadvantaged community.
Low-Income Community Benefit: This project will benefit a low-income community.

Section 2: This resolution shall take effect immediately upon its adoption.

DRAFT

Attachment: Resolution No. 26-001 Reallocation of LCTOP (11845 : Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 3, 2025.

_____

Rick Denison, President
San Bernardino County Transportation Authority

ATTEST:

_____

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

DRAFT

Attachment: Resolution No. 26-001 Reallocation of LCTOP (11845 : Reallocation of Fiscal Year 2020/2021 Low Carbon Transit Operations

Minute Action

AGENDA ITEM: 27

Date: September 3, 2025

Subject:
Fiscal Year 2025/2026 Operator Allocation - Mountain Transit

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

A. Allocate an additional $782,292 of Mountain/Desert State Transit Assistance – Population Share funds to Mountain Transit for Operating Assistance.

B. Approve revisions to Mountain Transit's Short Range Transit Plan revenue assumptions to reflect the revised allocation amounts.

Background:
Mountain Transit has requested an allocation of $782,292 of Mountain/Desert State Transit Assistance (STA) - Population Share funds to purchase two E-450 Cutaway Revenue Service Vehicles for $677,832 and office/computer equipment in the amount of $104,460 for Fiscal Year (FY) 2025/2026. The vehicles will be used to implement micro transit services that will serve the remote locations in the mountain communities that the fixed route currently is unable to serve. The office/computer equipment is the normal replacement for items such as computers and printers that Mountain Transit owns and maintains. Additionally, this also includes the replacement of chairs, desks, and filing cabinets as needed. This request was inadvertently omitted from the operator allocations agenda item, which is presented to the San Bernardino County Transportation Authority every July.

Staff recommends a supplemental allocation of $782,292 from the unallocated fund balance of STA to Mountain Transit for the purchase of vehicles and office equipment. The revised FY 2025/2026 allocation to Mountain Transit is presented in Table 1 below.

Table 1 – Revised Allocation to Mountain Transit

Fund Source	Original Allocation	Supplemental Allocation	Revised Allocation
Local Transportation Fund	$3,710,387		$3,710,387
State Transit Assistance - Op	$39,429		$39,429
State Transit Assistance - Pop	$135,000	**$782,292**	**$917,292**
SGR - Op	$6,838		$6,838
SGR - Pop	$96,769		$96,769
Measure I S & D	$158,100		$158,100
FTA Section 5311	$393,851		$393,851
CMAQ	$102,736		$102,736
LCTOP – Op	$10,026		$10,026
LCTOP - Pop	$128,386		$128,386
Total Allocation	**$4,781,522**	**$782,292**	**$5,563,814**

Financial Impact:
The necessary budget to support the recommended allocation is included in the adopted Budget for Fiscal Year 2025/2026 in Program 30, Transit.

Entity: San Bernardino County Transportation Authority

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

Responsible Staff:
Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Attachment 1

Summary of Changes to SRTP Revenue Assumptions for FY 2025/2026[1]

Operator	FY 2025/2026 Total Revenues	LTF/ LTF Carryover	STA[2]	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339)
Mountain Transit	$ 4,781,522	3,710,387	174,429	103,607	138,412	158,100	102,736	393,851
Amendment	**$ 782,292**	-	**782,292**	-	-	-	-	-
TOTAL	**$ 5,563,814**	$ 3,710,387	**$ 956,721**	$ 103,607	$ 138,412	$ 158,100	$ 102,736	$ 393,851

[1] Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues)

[2] The total amount includes STA Op Share of $39,429

Attachment: Atachment 1 - Mountain Transit SRTP (11846 : Fiscal Year 2025/2026 Operator Allocation -

Minute Action

AGENDA ITEM: 28

Date: September 3, 2025

Subject:
California Energy Commission Equitable Decarbonization Program

Recommendation:
Receive an update on the California Energy Commission Equitable Decarbonization Program.

Background:
In September 2022, Governor Gavin Newsom signed Assembly Bill 209 (Committee on Budget, Chapter 251, Statutes of 2022), which directs the California Energy Commission (CEC) to develop and implement a new Equitable Building Decarbonization (EBD) Program. The program includes two components: a direct install program focused on low-income and moderate-income households, and a statewide incentive program to accelerate deployment of low-carbon building technologies. The direct install program will give preference to buildings located in under-resourced communities and to buildings owned or managed by a California Native American tribe or a California tribal organization, and buildings owned by members of California Native American tribes.

The EBD Direct Install Program will be administered separately in Northern, Central, and Southern California (SoCal) to better ensure a broad distribution of funds by three regional administrators. Regional administrator teams are required to include community-based organizations (CBO) and ensure culturally appropriate outreach, education, and support for participating households and communities, and to have expertise in residential building decarbonization, including decarbonization of single-family homes, multifamily buildings, and manufactured housing. The program has a range of eligible decarbonizing systems and appliances that can be installed under the program, such as heat pump water heaters, electric or induction cooktops, electric dryers, home insulation, LED lighting, etc.

In 2024, the CEC awarded a proposed $329 million to the SoCal EBD Coalition, as the regional administrator for the EBD Direct Install Program, Southern Region. Under the leadership of Los Angeles County, the SoCal EBD Coalition comprises a diverse and experienced group of CBOs, councils of government, community choice aggregators, regional energy networks, and program implementation experts. Inland Regional Energy Network (I-REN) is a partner of the SoCal EBD Coalition to support implementation and outreach efforts in San Bernardino County and Riverside County.

The CEC and the SoCal EBD Coalition members and stakeholders have been working collaboratively to prepare all necessary agreements, hoping to launch program activities in mid-2025, with residential project installations beginning in summer 2025. The I-REN Executive Committee authorized the Executive Director of Western Riverside Council of Governments (WRCOG) to execute a Memorandum of Understanding (MOU) between WRCOG and Los Angeles County to provide administrative services for the CEC EBD Program, Southern Region.

After receiving authorization in October 2024 to execute a MOU with Los Angeles County, and in preparation for the launch of the CEC EBD Program, WRCOG released a Request for Qualifications (RFQ) in February 2025 for a consultant to assist I-REN with the

administration of this program. Inland Empire Community Foundation (IECF) submitted a response that met the criteria of the RFQ. I-REN found that IECF was uniquely positioned to best support I-REN due to IECF's existing bench of CBOs and expertise in administering grant programs similar to the EBD grant program.

The following provides a brief outline of the activities that would likely be included. This is not an exhaustive list, but rather an informative description of the activities, products, and tasks related to the Marketing, Education, and Outreach support being sought through the Program in the region.

The Scope of Work may include the following elements:

- Supporting the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Supporting the development of a summary of the culturally appropriate outreach materials to be developed and customized for the community being reached, including the content, format, language, and distribution methods.
- Support with the development of a plan for conducting outreach and engagement activities in each community, including the frequency, duration, and objectives of each activity, and the metrics and indicators to measure the effectiveness and outcomes of each activity.

Specific outreach activities could include:

- Planning and attending community events, such as workshops, webinars, fairs, or festivals, to promote the program and its benefits, and to recruit eligible participants.
- Following up with interested participants in the community, providing them with information and assistance on how to enroll in the program, and addressing any questions or concerns they may have.
- Directing questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the program and connect them with contractors and other resources.
- Participating in targeted communication campaigns, such as social media, newsletters, flyers, or radio, to raise awareness and interest in the program among the target audience.

CBOs would be expected to attend a recurring bi-weekly meeting scheduled with the implementation team and the other CBO partners to report on the progress, challenges, and lessons learned from the outreach and engagement activities, and to coordinate and collaborate on the sub-regional strategy.

On July 15, 2025, the I-REN Executive Committee authorized an agreement between WRCOG and IECF to administer the CEC EBD and assist I-REN in the implementation process in fall 2025. Meetings and discussions about the implementation and administration of the CEC EBD into San Bernardino County and Riverside County will begin in August 2025, and outreach has already begun for identifying the appropriate locations for these installations. Specific cities and communities have not been fully established, but it is anticipated that those details will be established in the coming months as an administrator and implementer are brought in to manage the projects.

Additional Context for San Bernardino Council of Governments' (SBCOG) Involvement

Given the challenges that both WRCOG and SBCOG experienced with the Property Assessed Clean Energy Program, the announcement of the CEC's EBD program in 2024 prompted several discussions by the SBCOG Board of Directors (Board) regarding what the agency's future involvement in residential energy efficiency programs should be. At the April 3, 2024, meeting of the SBCOG Board, an agenda item was presented requesting direction to staff on SBCOG's participation in the state's EBD Program, and other potential energy-related residential grant programs pertinent to San Bernardino County. While the desire was to provide San Bernardino County residential property owners the benefits of the program, the Board also wanted staff to minimize risks.

Subsequently, at its May 1, 2024 meeting, the Board acted to:

"Authorize SBCOG staff to engage in energy efficiency programs for residential and commercial buildings within the following guidelines:

- *SBCOG may participate in programs that are focused on direct grant and incentive funding to building owners and do not involve SBCOG hiring and/or managing contractors;*
- *SBCOG will not recommend contractors; selection of contractors is wholly the owner's decision;*
- *The hiring or identification of properly licensed, bonded, and insured contractors would be the responsibility of building owners or other non-SBCOG entities with which SBCOG may be collaborating and are prerequisites to an owner's receipt of funding assistance;*
- *SBCOG will not be involved in any capacity with loans for energy efficiency programs for privately-owned buildings;*
- *Staff is authorized to seek grant funding for energy efficiency programs that enable SBCOG to operate within these parameters and to ensure compliance with the requirements of the grant program by those who receive such funding through SBCOG; and*
- *SBCOG may also collaborate on promoting programs that are run by other entities as long as these parameters are adhered to by SBCOG. These parameters do not apply to SBCOG involvement in energy efficiency programs for buildings owned by public agencies in San Bernardino County."*

The participation of SBCOG in the CEC EBD program is consistent with these principles. SBCOG (through I-REN) will be able to collaborate with IECF and its CBOs to bring energy efficiency improvements within the scope of the EBD grant to residential property owners who voluntarily choose to participate. Opportunities to participate in the EBD program will be marketed through the IECF structure.

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 August 13, 2025.

Responsible Staff:
Jennifer Aguilar, Energy Program Manager

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Minute Action

AGENDA ITEM: 29

Date: September 3, 2025

Subject:
Award Contract No. 25-1003265 for San Bernardino Council of Governments 5-Year Work Plan Implementation Outreach and Engagement Activities

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

Approve Contract No. 25-1003265 with Costin Public Outreach Group, Inc. for Outreach and Engagement Services associated with the SBCOG 5-Year Work Plan Implementation, in a not-to-exceed amount of $2,055,800, to be funded with Indirect funds and SBCOG Member Dues.

Background:
San Bernardino Council of Governments (SBCOG) released Request for Proposals (RFP) No. 25-1003265 on May 7, 2025, seeking a firm that is knowledgeable and experienced to provide consulting services for components of the SBCOG 5-Year Work Plan Implementation.

The SBCOG Work Plan is the result of a long process of discussions with policymakers and administrators from the member agencies over the course of several months. SBCOG works with its member agencies to address broad, long-term policy and regional matters like greenhouse gas emissions, housing, homelessness, promoting healthy communities, public safety, regional economic vitality, and more. With this regional and broad mission, collaboration is at the core of all that SBCOG does, and its strength lies in the ability to respond to issues that do not always fit neatly into another agency's operations. As SBCOG carries out its work plans and programs, the department requires outreach, engagement, and small business resource support. The Work Plan projects and programs that will be carried out with the assistance of the selected firm will include:

- Small Business Vendor Fairs - Create networking opportunities for small business owners, Countywide, to connect with other vendors and consumers to enhance visibility and boost sales. This includes collaboration with member agencies and partners to host vendor and procurement fairs throughout the County of San Bernardino to highlight small businesses within the region.
- Small Business Hub - Establish a hub or dashboard for public access to public procurement and a site that promotes local small business service providers for the benefit of member agencies.
- Regional Small Business Certification - Create a regionally recognized small business certification that individual jurisdictions may opt into to support small businesses in applying and bidding for government contracts. Develop a regional procurement program to streamline certification and training for small businesses in contract administration.
- Forum - Host discussion and information-sharing meetings between cities, towns, and the County on various issues and challenges experienced within the region.

- Speaker Series - Create an opportunity for discussion on various topics and networking opportunities for member agencies through regular (quarterly or biannual) events, hosting a panel of experts or speakers.
- Telling Our Stories, Outreach/Advocacy, and Other Support - Communicate success stories, highlight exemplary work completed or conducted by member agencies, communicate the work or investments made by the various programs, and support SBCOG staff in working with its member agencies.

The RFP notification for this project was received by 63 firms registered on PlanetBids and was downloaded by 35 firms. A Pre-Proposal conference was held on May 14, 2025 and attended by seven firms.

On June 4, 2025, SBCOG received five proposals from Costin Public Outreach Group, Inc., CV Strategies, Hout Construction Services, Inc., Motive-Power, Inc., and National Community Renaissance.

The Evaluation Committee (Committee) consisted of four San Bernardino County Transportation Authority (SBCTA)/SBCOG staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal. On June 18, 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 –30 points, Proposed Staffing and Project Organization – 30 points, Work Plan -30 points, and Price – 10 points, for a total of 100 points.

On June 30, 2025, Costin Public Outreach Group, Inc. and Hout Construction Services, Inc. were invited to interview to further assess their firm's capabilities in being able to fulfill the obligations of the Scope of Work (SOW). The Committee independently scored each firm 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. 25-1003265, be awarded to Costin Public Outreach Group, Inc. The firm ranked first in technical and overall scores. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team.

Conclusively, the staff recommends Costin Public Outreach Group, Inc. be awarded the contract in the amount not-to-exceed $2,055,800, for a term through May 31, 2030.

Financial Impact:
The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with COG Member Dues in Program 25, Task 0511, Council of Governments, and Indirect Funds in Program 01, Task 0501, Intergovernmental.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 13, 2025. SBCTA/SBCOG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Suzanne Peterson, Council of Governments Manager

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Contract Summary Sheet

General Contract Information

Contract No: 25-1003265 Amendment No.:

Contract Class: Payable Department: Council of Governments

Vendor No.: 03447 Vendor Name: Costin Public Outreach Group Inc.

Description: SBCOG 5-Year Work Plan Implementation on Outreach and Engagement

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	2,055,800.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**2,055,800.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**2,055,800.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11862

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: 09/04/2025 Expiration Date: 05/31/2030 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: $ 2,055,800.00	Total Contingency: $ -
GL:	2910	25	0511	0000	52001	45001000		General Assessment Dues	848,000.00	-
GL:	2910	25	0511	1902	52001	45001000		General Assessment Dues	41,800.00	-
GL:	2910	25	0511	1903	52001	45001000		General Assessment Dues	11,000.00	-
GL:	7001	01	0501	1904	52001	43001000		Admin Charges- General	290,000.00	-
GL:	7001	01	0501	1906	52001	43001000		Admin Charges- General	200,000.00	-
GL:	2910	25	0511	1906	52001	45001000		General Assessment Dues	115,000.00	-
GL:	7001	01	0501	1907	52001	43001000		Admin Charges- General	382,500.00	-
GL:	2910	25	0511	1907	52001	45001000		General Assessment Dues	167,500.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Suzanne Peterson
Project Manager (Print Name)

Suzanne Peterson
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

CONTRACT NO. 25-1003265

BY AND BETWEEN

SAN BERNARDINO COUNCIL OF GOVERNMENTS

AND

COSTIN PUBLIC OUTREACH GROUP, INC.

FOR

SAN BERNARDINO COUNCIL OF GOVERNMENTS WORK PLAN IMPLEMENTATION

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This contract ("Contract") is made and entered into by and between the San Bernardino Council of Governments ("SBCOG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Costin Public Outreach Group, Inc.("CONSULTANT"), whose address is 18901 Fieldbury Lane, Huntington Beach, CA 92647. SBCOG and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. 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 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, but only upon SBCOG's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCOG, with SBCOG's satisfaction being based on prevailing applicable professional standards.

Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

1.2 The Project Manager for this Contract is Suzanne Peterson, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of San Bernardino County Transportation Authority (SBCTA) or his or her designee. The Project Manager shall have authority to act on behalf of SBCOG in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; issuing, executing and amending CTOs; 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 a written Notice To Proceed (NTP) or Notice of Executed Contract issued by SBCTA's Procurement Division and shall continue in full force and effect through May 31, 2030, or until otherwise terminated as provided by this Contract, 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 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued shall not exceed the amount set forth in 3.2 below.

3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Two Million, Fifty-Five Thousand, Eight Hundred Dollars ($2,055,800). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal for Time and Materials" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCOG will not reimburse for any expenses not shown in Exhibit B.

3.3 As the need for Services are required, SBCOG will issue a request for CTOs based on services and costs identified in 3.2 above. SBCOG does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCOG.

3.4 INTENTIONALLY OMITTED.

3.5 INTENTIONALLY OMITTED.

3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCOG. It shall be CONSULTANT's responsibility to recognize and notify SBCOG 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.

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Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT 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 SBCOG prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCOG, 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 SBCOG'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 SBCOG) completed by CONSULTANT 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 CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCOG has received and approved all Work and deliverables. Invoices should be e-mailed to SBCOG 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 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCOG, that CONSULTANT 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 CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCOG shall not be obligated to make payments to CONSULTANT until CONSULTANT 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 NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCOG's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCOG. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCOG. SBCOG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCOG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

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4.7 INTENTIONALLY OMITTED.

ARTICLE 5. 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 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 SBCOG for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCOG at the end of the period for which funds are available. When SBCOG 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 SBCOG from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCOG in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 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 SBCOG, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCOG and its authorized representatives access to CONSULTANT'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. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCOG and its representatives or agents to reproduce any materials as reasonably necessary.

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCOG at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCOG'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 SBCOG's sole discretion. Refusal by CONSULTANT 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 of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCOG within thirty (30) calendar days after issuance of the audit report.

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8.3 Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

9.1 CONSULTANT 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 CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

9.2 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. 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 SBCOG or the Project, CONSULTANT shall immediately document such matters and notify SBCOG in writing. CONSULTANT shall also similarly notify SBCOG 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 Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCOG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. 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 SBCOG to determine if CONSULTANT is performing to 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 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCOG'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:

11.1.1 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 Scope of Work.

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

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCOG under the Contract.

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Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

11.1.4 SBCOG'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 subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

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

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform work outside the original intent of the Scope of Work;

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

11.2.4 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;

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

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

11.2.7 Approves any demand or claims for additional payment.

11.3 Failure of CONSULTANT and SBCOG'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 with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.

11.4 All Technical Direction shall be issued in writing by SBCOG's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCOG'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 SBCOG's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCOG in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCOG to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCOG shall:

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

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Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

11.5.2 Advise CONSULTANT within a reasonable time whether SBCOG will or will not issue a written amendment.

ARTICLE 12. CHANGES

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

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 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, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, 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.

13.2 The CONSULTANT and all subconsultants 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, CONSULTANT and all subconsultants 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 14. 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 SBCOG 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 SBCOG, 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 SBCOG's Conflict of Interest Policy, No. 10102.

ARTICLE 15. 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

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of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCOG 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 Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCOG's Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCOG. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCOG may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Sarah Costin Mockus	Principal-In-Charge
Marisa Campos Trautz	Project Manager
Tina Day	Deputy Project Manager

ARTICLE 16. 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 SBCOG that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCOG, shall deliver to SBCOG the original of all such Products, which shall become the sole property of SBCOG.

17.2 All materials, documents, data or information obtained from SBCOG's data files or any SBCOG-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCOG. 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 SBCOG.

17.3 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 SBCOG, any information obtained by CONSULTANT from or through SBCOG unless (a) the information was known to CONSULTANT prior to obtaining same from SBCOG, 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 SBCOG 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 remain confidential until released in writing by

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Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

SBCOG, except to the extent such materials and information become subject to disclosure by SBCOG 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 SBCOG'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.

17.4 CONSULTANT shall not use SBCOG's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCOG. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCOG.

17.5 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 SBCOG unless otherwise agreed to in writing by both Parties.

17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCOG'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 18. TERMINATION

18.1 Termination for Convenience - SBCOG 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 SBCOG's instruction, and shall turn over such Work in accordance with SBCOG's instructions.

18.1.1 CONSULTANT shall deliver to SBCOG all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCOG. Upon such delivery, CONSULTANT may then invoice SBCOG 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 SBCOG 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 SBCOG's instructions plus the actual cost necessarily incurred in effecting the termination.

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Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

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 court 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, SBCOG may, without prejudice to any other rights or remedies SBCOG 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 SBCOG, SBCOG may take possession of the deliverables and finished Work by whatever method SBCOG may deem expedient. A waiver by SBCOG 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 any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCOG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCOG within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCOG, satisfactory in form and content to SBCOG and verified by SBCOG. 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, SBCOG 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 20. CLAIMS

SBCOG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCOG in writing. SBCOG 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 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

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21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $1,000,000 per claim
- An annual aggregate limit of not less than $2,000,000
- 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 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:

- 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 (CGL). The policy must include the following:

- Consultant shall maintain commercial general liability 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 **$1,000,000 each occurrence, $2,000,000 aggregate**. 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

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coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
    - $1,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work 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
- 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 **$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an

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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 SBCOG.

21.1.6 Pollution Liability – Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance – Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than $1,000,000 per occurrence. 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 SBCOG in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCOG may be endorsed onto the CONSULTANT'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 SBCOG that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

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 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, San Bernardino Council of

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Governments and their officers, directors, members, employees, and agents, 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 of coverage for the Additional Insureds to vicarious liability but shall allow coverage for them 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 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 SBCOG 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 SBCOG, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCOG.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCOG, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCOG 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 SBCOG, 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, SBCOG, their directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCOG shall have the right to review any and all financial records that SBCOG, at its sole discretion deems necessary to approve any deductible or SIR. SBCOG will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCOG pays any sums due under any insurance required above, SBCOG may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA, SBCOG or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, 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 CONSULTANT's or subconsultants' 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.

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCOG 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.

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCOG thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCOG ten (10) days prior written notice. In any event, CONSULTANT will provide SBCOG with a 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 SBCOG at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the United States Mail in accordance with the notice provisions of this Contract.

21.2.8 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

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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 SBCOG 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.

21.2.9 Enforcement. SBCOG 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, SBCOG 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 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 SBCOG 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.

21.2.10 No Waiver. Failure of SBCOG 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.

21.2.11 Project Specific Insurance. Intentionally Omitted

21.2.12 No Representations or Warranties. SBCOG 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 SBCOG from taking any actions as are available to it under this Contract or otherwise at law.

21.2.13 Review of Coverage. SBCOG may at any time review the coverage, form, and amount of insurance required under this contract, and may require the

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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. SBCOG 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 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 SBCOG and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 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 subconsultant(s) 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.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCOG 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 SBCOG.

21.2.16 Special Risks or Circumstances. SBCOG 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 Intentionally Omitted

22.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG, SBCOG's Entities (listed on Exhibit "C", attached hereto), 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. CONSULTANT'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 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 SBCOG's costs resulting from errors or deficiencies in Work furnished under this Contract,

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including, but not limited to, any fines, penalties, damages, and costs 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 SBCOG when prepared, whether delivered to SBCOG or not.

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 CONSULTANT's proposal, without first notifying SBCOG in writing of the intended subcontracting and obtaining SBCOG'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 SBCOG, CONSULTANT shall furnish SBCOG a copy of the proposed subcontract for SBCOG's approval of the terms and conditions thereof and shall not execute such subcontract until SBCOG has approved such terms and conditions. SBCOG's approval shall not be unreasonably withheld.

25.3 Approval by SBCOG 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 SBCOG. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCOG 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 SBCOG 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.

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. SBCOG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or

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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 pursuant to 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 SBCOG.

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 following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCOG's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCOG'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 SBCOG in writing within three (3) business days of its discovery of the conflict and shall comply with SBCOG's resolution of the conflict.

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 fax or

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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 given in accordance with this Article. CONSULTANT shall notify SBCOG of any contact information changes within ten (10) business days of the change.

To CONSULTANT	**To SBCOG**
18091 Fieldbury Lane	**1170 W. 3rd Street, 2nd Floor**
Huntington Beach, CA 92647	**San Bernardino, CA 92410-1715**
Attn: Sara Costin Mockus	**Attn: Suzanne Peterson**
Email: sara@costinoutreachgroup.com	**Email: speterson@gosbcta.com**
Phone: (310) 806-3825	**Phone: (909) 884-8276**
2nd Contact: Marisa Campos Trautz	**Copy: Procurement Manager**
Email:marisa@cpoginc.com	**Email: procurement@gosbcta.com**

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

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ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCOG 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 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 SBCOG.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and 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 all safety instructions issued by SBCOG or their representatives.

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.

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 SBCOG. SBCOG's exercise of consent shall be within its sole discretion. Any purported assignment without SBCOG'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. PREVAILING WAGES

The State of California's General Prevailing Wage Rates are not applicable to this Contract.

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, SBCOG has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its

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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, SBCOG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCOG 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 SBCOG has any authority to bind SBCOG 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.

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.

DRAFT

Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

ARTICLE 48. EFFECTIVE DATE

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

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

DRAFT

Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

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

COSTIN PUBLIC OUTREACH GROUP, INC. A CALIFORNIA CORPORATION

By: _____

Sara Costin Mockus
Chief Executive Officer and Secretary

Date: _____

SAN BERNARDINO COUNCIL OF GOVERNMENTS

By: _____

Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____

Alicia J. Bullock
SBCTA Procurement Manager

Date: _____

DRAFT

Attachment: 25-1003265. (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

EXHIBIT “A”

“SCOPE OF WORK”

Attachment: 25-1003265 Exhibit A (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

SCOPE OF WORK

As San Bernardino Council of Governments (SBCOG) carries out its work plans and programs, the department requires outreach, engagement and small business resource support. Specific tasks that the consultant may be required to perform are described below. This list is not intended to be inclusive but represents the list of potential work items for which services may be requested from the consultant. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

These tasks identified in the Scope of Work, below, are intended to support the SBCOG Work Plan activities relating to outreach and engagement, especially with local governments and the small business community. Work will be issued on a Contract Task Order (CTO) basis to accomplish the various SBCOG Work Plan activities. A list of the anticipated SBCOG Work Plan activities to be accomplished through this contract is provided below. These descriptions are for work that SBCOG anticipates the consultant will be asked to provide for the duration of the contract.

Also note, a specific approach to implementing the SBCOG Work Plan has not been developed; programs identified in the Work Plan may be executed under a single CTO or multiple. The services identified in this Scope of Work will be implementing components of the Council of Governments (COG) Work Plan relating to small regional business support and member agency support, including outreach, engagement, meeting/event planning and facilitation, educational opportunities, and networking opportunities. The successful consultant will demonstrate experience that includes, but is not limited to, the following tasks:

- Assist the San Bernardino County Transportation Authority (SBCTA)/SBCOG staff with the implementation of the approved SBCOG Work Plan approved in the COG Work Plan
- Work with SBCTA/SBCOG staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Work with SBCTA's Project Controls team and Finance Department to ensure all financial and reporting requirements are met
- Assist with project management of various SBCOG Work Plan programs
- Assist with implementation strategies related to SBCOG Work Plan Programs and Priorities
- Analyze future or potential funding opportunities related to meeting or forum topics
- Create policy and administrative guidance documents and materials
- Create small business information and guidance materials
- Assist in developing a web-based dashboard or hub and make recommendations of types of information and resources to include, in coordination with the SBCTA/SBCOG data analytics/GIS team
- Support the creation of small business programs and initiatives through SBCOG as identified in the SBCOG Work Plan by incorporating equitable business practices, procurement, and others
- Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses compete for and conduct business and to build relationships within the business community
- Monitor, attend, and participate in meetings with partner entities as necessary
- Assist with improving the process of outreach and engagement (member agencies, small businesses, Community-Based Organizations, Disadvantaged Businesses, and other regional stakeholders)

Attachment: 25-1003265 Exhibit A (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

- In coordination with the SBCTA/SBCOG Legislative and Public Affairs Department, develop and recommend customized outreach and engagement approaches (in-person and virtual meetings, information booths, workshops, speed networking, focus groups, open houses, etc.)
- Assist SBCOG staff in planning, executing, and facilitating SBCOG led meetings and events
- Assist with developing and launching virtual outreach and engagement tools (surveys, polling, interactive web maps, information hubs, etc.)
- Assist with meeting and special event facilitation (keep meetings on schedule, create an inclusive and respectful environment, track participation, record and summarize outcomes, etc.)
- Apply SBCOG branding of SBCOG Work Plan program materials
- Assist with customized outreach to local small businesses
- Assist SBCOG/SBCTA staff in ensuring engagement and outreach processes are equitable
- Assist with identifying appropriate qualitative and quantitative performance metrics and/or Key Performance Indicators (KPIs) to measure SBCOG Work Plan program implementation success
- Assist with tracking qualitative and quantitative performance metrics and/or KPIs to measure SBCOG Work Plan program implementation success
- Assist with developing feedback mechanisms to evaluate tracking system results and assist in developing recommendations for adjustments to project approach and next steps
- Assist with displaying or showcasing SBCOG Work Plan program implementation success (GIS Story Map, website, summary document, presentation, etc.)
- In coordination with the SBCTA/SBCOG Legislative and Public Affairs Department, assist in identifying best approach for displaying or showcasing SBCOG Work Plan program implementation success (e-blast/newsletter, summary document, presentations, etc.)
- Assist in a stylized quarterly-SBCOG newsletter to share upcoming events or meetings, highlight recently completed project, and available resources
- Assist in developing a stylized Annual Report to showcase achievements throughout the year and member agency Return on Investment /value the COG is providing to jurisdictions
- Assist in intergovernmental communication (prepare briefings, memos, presentations, etc.)
- Monitor local, regional, state and federal challenges and opportunities that may be of interest to member agencies and provide updates to SBCTA/SBCOG staff
- Manage project invoicing and troubleshoot contract-related issues
- Assist with administrative work related to SBCOG Work Plan programs

Attachment: 25-1003265 Exhibit A (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

The following programs identified in the table below are reflective of the approved SBCOG 5-year Work Plan and are a selection of the projects which are anticipated to be covered under this contract. Additional information regarding the approved SBCOG 5-year Work Plan is available online at www.gosbcta.com/sbcog/. The programs identified in the table below reflect the projects that are anticipated to be completed under the contract by the selected firm. The items in this table may not reflect the actual work assignments; the purpose of this table is to demonstrate the types of projects the tasks identified above will be supporting. Actual work under this contract will be released under task orders, each of which will have a more detailed Scope of Work and lists of deliverables.

SBCOG Work Plan Program	**Description**
Small Business Vendor Fairs	Create networking opportunities for small business owners countywide to connect with other vendors and consumers to enhance visibility and boost sales. Includes collaboration with member agencies and partners to host vendor and procurement fairs throughout the County to highlight small businesses within the region.
Small Business Hub	Establish a hub or dashboard for public access to public procurement and a site that promotes local, small business service providers for the benefit of member agencies.
Regional Small Business Certification	Create a regionally recognized small business certification that individual jurisdictions may opt into so as to support small businesses in applying and bidding for a government contract. Develop a regional procurement program to streamline certification for small businesses and training for small businesses in contract administration.
Forum	Host discussion and information-sharing meetings between cities, towns, and counties on various issues and challenges experienced within the region.
Speaker Series	Create an opportunity for discussion on various topics and networking opportunities for member agencies through regular (quarterly or biannual) events hosting a panel of experts or speakers.
Telling Our Stories, Outreach/Advocacy, and Other Support	Communicate success stories, highlight exemplary work completed or conducted by member agencies, communicate the work or investments made by the various programs, and support SBCOG staff in serving with its member agencies.

Attachment: 25-1003265 Exhibit A (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

Attachment: 25-1003265 Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11862 : Award Contract No. 25-

EXHIBIT B "COMPENSATION SUMMARY"

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Costin Public Outreach Group, Inc.	All areas of Work Plan Implementation	$ 2,055,800.00
	Sub Consultants:	
Intertwined, Inc.	Outreach and Engagement	Amount not specified [2]
	TOTAL COSTS	**$ 2,055,800.00**

[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.

[2]Amounts to be determined as task orders are issued.

Attachment: 25-1003265 Exhibit B Compensation Summary - TO BE ADDED WITH AGENDA ITEM CONTRACT (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

EXHIBIT “C”
“SBCOG ENTITIES”

Attachment: 25-1003265 Exhibit C (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

SBCOG ENTITIES

City of Adelanto	City of Hesperia	City of San Bernardino
Town of Apple Valley	City of Highland	County of San Bernardino
City of Barstow	City of Loma Linda	City of Twentynine Palms
City of Big Bear Lake	City of Montclair	City of Upland
City of Chino	City of Needles	City of Victorville
City of Chino Hills	City of Ontario	City of Yucaipa
City of Colton	City of Rancho Cucamonga	Town of Yucca Valley
City of Fontana	City of Redlands	
City of Grand Terrace	City of Rialto	

Attachment: 25-1003265 Exhibit C (11862 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

Minute Action

AGENDA ITEM: 30

Date: September 3, 2025

Subject:
Amendment No. 1 to Bear Valley Road Bridge Over Mojave River Funding Agreement No. 22-1002754

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

A. Allocate an additional $3,793,687 in Measure I Victor Valley Major Local Highway Program (MLHP) funds to the Town of Apple Valley for the Bear Valley Road Bridge Over Mojave River Project.

B. Approve Amendment No. 1 to Funding Agreement No. 22-1002754 with the Town of Apple Valley for the Bear Valley Road Bridge Over Mojave River Project, increasing the Measure I Victor Valley MLHP funds by $3,793,687 for a total of $3,844,087, extending the termination date through the anticipated project close-out date of December 31, 2028, and expanding the definition of "Project Work" in the Agreement to include all construction phases of the Project.

Background:
The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The Town of Apple Valley (Town) has identified a need of an additional $3,793,687 in Major Local Highway Program (MLHP) funds for their high-priority project, the Bear Valley Road Bridge Over Mojave River Project (Project). The Project generally consists of partial replacement and rehabilitation of the Bear Valley Road Bridge over the Mojave River, including bridge widening, with pedestrian and Americans with Disabilities Act modifications, and all other necessary work related to widening and replacing the bridge, such as utility relocations and roadway approaches. The project is currently in the final design stage, and construction is scheduled to begin in November 2025.

The Project was identified for funding in the 2025 Update to the 10-Year Delivery Plan approved by the SBCTA Board on February 5, 2025. The overall total Project cost is estimated at $53.1 million, of which the Federal Highway Bridge Program (HBP) is expected to contribute $41.9 million. The Town funded the HBP match for the environmental, design, and right-of-way phases and is requesting Public Share participation for the construction phase. The total Public Share amount for the Project is $3,844,087. Staff recommends approval of the allocation as sufficient funding capacity exists in the Victor Valley MLHP to support the requested Public Share amount without affecting other committed projects in the Subarea.

Financial Impact:
The adopted Budget for Fiscal Year 2025/2026 includes sufficient Victor Valley Major Local Highway Program funds for new and amended agreements to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 15, 2025. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 22-1002754 Amendment No.: 1

Contract Class: Payable Department: Fund Administration

Vendor No.: 00194 Vendor Name: Town of Apple Valley

Description: Bear Valley Road Bridge Over Mojave River Funding Agreement

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	50,400.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	3,793,687.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**3,844,087.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**3,844,087.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11867

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 06/01/2022 Expiration Date: 06/30/2026 Revised Expiration Date: 12/31/2028

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: $ 3,844,087.00	Total Contingency: $ -
GL:	4230	50	0550	0516	54840	41100000		Victor Valley MLHP	3,844,087.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Marc Lucius
Project Manager (Print Name)

Ryan Graham
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.002.247.54840

Attachment: 22-1002754-01 CSS [Revision 1] (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-

AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 22-1002754

FOR

BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER PROJECT

(TOWN OF APPLE VALLEY)

THIS Amendment No. 1 to Project Funding Agreement ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the Town of Apple Valley ("TOWN"). SBCTA and TOWN are each a "Party" and collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program ("MLHP") funds; and

B. The Bear Valley Road Bridge Over Mojave River Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. The Parties entered into Project Funding Agreement 22-1002754 on or about June 8, 2022, to fund Phase I Utility Relocation Construction of the PROJECT with an approved allocation of $50,400 in Victor Valley Subarea MLHP funds; and

D. TOWN has requested to expand the definition of PROJECT WORK in the AGREEMENT to include all construction phases of the PROJECT, which includes utility relocation construction and road widening; and

E. TOWN has identified a need for an additional $3,793,687 to fully fund the expanded PROJECT WORK; and

F. TOWN has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and

G. TOWN has requested an extension of the AGREEMENT termination date to December 31, 2028.

NOW, THEREFORE, the Parties agree to the following:

1. Recital G of the Agreement is replaced with the following:

   "G. PROJECT WORK is defined as all construction phases of the PROJECT, including the utility relocation construction and road widening, as further described in Attachment A.1; and"

2. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:

   "1. To reimburse TOWN for the actual cost of the PROJECT WORK up to a maximum of $3,844,087 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B.1. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT."

DRAFT

Attachment: 22-1002754-01 (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-1002754)

3. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:

   "2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed $3,844,087 in MLHP Funds unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by TOWN staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines."

4. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:

   "8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2028, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A.1 has not been initiated by CITY within twelve (12) months of the Effective Date of this AGREEMENT."

5. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached to this Amendment as Attachment A.1 and incorporated herein. All references to "Attachment A" in the Agreement are hereby replaced with "Attachment A.1".

6. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached to this Amendment as Attachment B.1 and incorporated herein. All references to "Attachment B" in the Agreement are hereby replaced with "Attachment B.1".

7. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.

8. The Recitals set forth above are incorporated herein by this reference.

9. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.

10. This Amendment No. 1 shall be effective on the date executed by SBCTA.

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

DRAFT

Attachment: 22-1002754-01 (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-1002754)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

Date: _____

TOWN OF APPLE VALLEY

By: _____
Scott Nassif
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas A. Rice
Town Attorney

Date: _____

DRAFT

Attachment: 22-1002754-01 (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-1002754)

ATTACHMENT A.1

BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER PROJECT
Revised Description of Project and Milestones

Project Title			
Bear Valley Road Bridge Over Mojave River Project			
Location, Project Limits, Description, Scope of Work			
The project generally consists of rehabilitation, widening and partial replacement of the Bear Valley Road Bridge over the Mojave River in the Town of Apple Valley, including pedestrian and ADA improvements, and the necessary utility relocations, roadway approach widening and intersection modifications.			
Project Milestone			**Proposed**
Begin Environmental (PA&ED) Phase			06/10/2013
Circulate Draft Environmental Document	**Document Type**	ISMND	February 2017 Revalidation - December 2019
End Environmental Phase (PA&ED Milestone)			03/01/2017
Begin Design (PS&E) Phase			04/01/2017
End Design Phase (Ready to List for Advertisement Milestone)			09/19/2025
Begin Right of Way Phase			01/01/2020
End Right of Way Phase (Right of Way Certification Milestone)			08/08/2023
Begin Construction Phase (Contract Award Milestone)			11/11/2025
End Construction Phase (Construction Contract Acceptance Milestone)			04/01/2028
Begin Closeout Phase			04/30/2028
End Closeout Phase (Closeout Report)			07/31/2028

DRAFT

Attachment: 22-1002754-01 (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-1002754)

ATTACHMENT B.1

BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER PROJECT
Revised Summary of Estimated Costs

Construction Phase – Table 1				
Grants		**Local Match**		
		TOWN	**City of Hesperia**	**City of Victorville**
Caltrans HBP Share	$41,933,100	$3,791,500	$695,700	$515,200
Active Transportation Program (ATP) Grant	$232,200	$157,900	$0	$74,300
Carbon Reduction Program (CRP) Grant	$1,380,800	$178,900	$0	$0
American Rescue Plan Act (ARPA)	$538,900	$0	$0	$0
Total Grant/Total Match	**$44,085,000**	**$4,128,300**	**$695,700**	**$589,500**
Total Remaining Local Components		$2,521,100	$1,032,200	$59,800
Subtotal	**$44,085,000**	**$6,649,400**	**$1,727,900**	**$649,300**
GRAND Total				**$53,111,600**

Measure I Eligible Costs – Table 2						
Components	**TOWN**		**City of Hesperia[(1)]**		**City of Victorville[(1)]**	
HBP Local Match + Remaining Local Components	**TOWN Share 55%**	**SBCTA Share 45%**	**City Share 58.9%**	**SBCTA Share 41.1%**	**City Share 49%**	**SBCTA Share 51%**
	$3,471,930	$2,840,670	$1,017,733	$710,167	$281,750	$293,250
TOTALS	**$6,312,600**		**$1,727,900**		**$575,000**	

Additional Note:

1. TOWN shall be responsible for coordination of Development Impact Fee funds with the City of Hesperia and the City of Victorville.

DRAFT

Attachment: 22-1002754-01 (11867 : Amendment 1 to Bear Valley Road Bridge over Mojave River Funding Agreement No. 22-1002754)

Minute Action

AGENDA ITEM: 31

Date: September 3, 2025

Subject:
Fiscal Year 2025/2026 Budget Amendment for Measure I Outreach and Elimination of Enterprise Risk Manager Position

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

A. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0605 – Public Affairs to add expenditures in the amount of $500,000 in Local Transportation Funds (Fund 1040) for educational support for Measure I, including consultants, surveys, and collateral materials.

B. Approve the elimination of the Enterprise Risk Manager position, with no budget adjustment at this time.

Background:
Recommendation A:

In preparation for the 2026 election cycle, this item is intended to provide educational support for Measure I, including consultants, surveys, and collateral materials. An adjustment in the amount of $500,000 for Task 0605 – Public Affairs will be funded by Local Transportation Funds (Fund 1040).

A similar request was approved by the Board of Directors in Fiscal Year 2024/2025. However, the outreach effort was deferred, and the unused funds were not incorporated into the Fiscal Year 2025/2026 budget preparation.

A task order has been executed for the Costin Public Outreach Group, Inc. (Contract No. 23-1002995; Contract Task Order No. 26) to perform outreach and education services related to Measure I. Resources established by this budget amendment will be partially used to carry out the goals and objectives associated with that task.

Recommendation B:

The Enterprise Risk Manager position has been vacated, and the key responsibilities have been redistributed. A portion of the budget from this position will be used for a consultant to provide risk management support on an as-needed basis. As a result, the recommendation is to eliminate this classification moving forward.

Financial Impact:
A budget amendment is required as described in Recommendation A and described in the Background section of this item. Recommendation B 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 August 13, 2025.

Responsible Staff:
Otis Greer, Deputy Executive Director

Entity: San Bernardino County Transportation Authority

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Minute Action

AGENDA ITEM: 32

Date: September 3, 2025

Subject:
Federal Legislative Update

Recommendation:
Receive and file the August 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 August 13, 2025, on the Fiscal Year (FY) 2026 appropriations process, visit from the Chairman of the House Transportation & Infrasturcture Subcommittee on Highways and Transit, Congressman David Rouzer, as well as agency input on the reauthorization of the Surface Transportation Act.

Fiscal Year 2026 (FY26) Appropriations Process

In July 2025, the House and Senate Appropriations Committees began their mark-ups of appropriations bills, including the sub-committee on Transportation, Housing, and Urban Development (THUD) on July 14, 2025.

Congressman Pete Aguilar submitted a $2 million Community Project Funding Request to be included in the THUD mark-up for the Redlands-Highland Connector Project.

As of July 28, 2025, the House Appropriations Committee had approved 10 out of the 12 FY26 appropriations bills, and the Senate had passed six bills in full committee mark-up.

When the Senate and House return from August recess, they will have until September 30, 2025 to pass the appropriations bills on time, or rely on a Continuing Resolution (CR) to avoid a government shutdown.

U.S. Department of Transportation (USDOT)

In mid-June 2025, U.S. Transportation Secretary Sean Duffy announced the Department had cleared another 529 infrastructure grants from the unsigned agreement backlog. The latest grants, which total more than $2.9 billion, bring the total number approved to more than a third of the unprecedented 3,200 project backlog. Secretary Duffy has made it a priority to clear the project backlog in his testimony to Congress, stating that the USDOT has now cleared 1,065 projects worth roughly $10 billion since the start of the administration.

The latest signed grant agreements included nearly $4 million to the Twentynine Palms Band of Mission Indians for transit projects and $400,000 to the City of Chino to support their Comprehensive Safety Plan Development Project.

Additionally, Secretary Duffy announced three sets of revisions to the National Environmental Policy Act (NEPA) implementing procedures. These revisions, which cut USDOT's NEPA

procedures in half, aim to accelerate major infrastructure projects, minimize delays, and reduce compliance costs.

These revisions implement deadlines and page limits on environmental reviews required under recent amendments to NEPA. They also clarify that NEPA does not apply to every action taken by a Federal agency, but only to Federal actions where the agency has sufficient control and discretion to consider environmental effects, and ensure expeditious and straightforward processes to create categorical exclusions (CEs), adopt other agencies' CEs to minimize repetitive NEPA analyses, and focus agency attention on actions with truly significant environmental effects.

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 August 13, 2025.

Responsible Staff:
Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 33

Date: September 3, 2025

Subject:
State Legislative Update

Recommendation:
Receive and file the August 2025 State 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 state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on August 13, 2025, on the passing of the Fiscal Year 2025-2026 state budget and negotiations regarding the renewal of the Cap-and-Trade Program.

Fiscal Year 2025-2026 Budget

California's finances continue to face much uncertainty. The State drew on some of its reserves over the past two years to address these challenges, stabilizing the budget without requiring new solutions. However, by this budget year, the state faces a significant budget shortfall. To address this shortfall, Governor Gavin Newsom's (Governor) May Revision outlined a draft budget solution that involved a mix of reductions, borrowing, and other strategies.

The Legislature passed Senate Bill 101 on June 13, 2025, and after negotiations, the final 2025 Budget Act was agreed upon and signed by the Governor on June 27, 2025. Key details of the final budget include: Total spending: $321.1 billion, with $228.4 billion from the General Fund; Balanced budget, with $15.7 billion in reserves, including $11.2 billion in the Rainy Day Fund, and $4.5 billion in the regular reserve.

In regard to transportation, the Legislative Budget rejected the Governor's proposal to cut $1.1 billion to transit programs and provides up to $750 million in emergency loans to Bay Area transit agencies to address short-term fiscal challenges. Ultimately, the Governor agreed with the Legislative Budget and the $1.1 billion was restored.

Cap-and-Invest Program

As reported earlier, the May Revision also proposed to extend the Cap-and-Trade program and rename the program the "Cap-and-Invest" program. Specifically, it includes trailer bill language that reauthorizes the nearly identical 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) but was silent on other key programs like the Low Carbon Transit Operations Program and Transit and Intercity Rail Capital Program. The Legislature has decided to use the normal legislative – rather than the more compressed budget – process regarding the extension of the program and the associated issues surrounding the GGRF.

Negotiations are expected to intensify during Summer Recess in hopes that a final deal can be reached before the end of this session.

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

Legislative Calendar

July 18, 2025 -	Last day for policy committees to meet and report bills.
July 18, 2025 -	Summer Recess begins.
August 18, 2025 -	Legislature returns from Summer Recess.
August 29, 2025 -	Last day for fiscal committees to meet and report bills to their respective floors.
September 2, 2025 -	Floor session only (ends September 12, 2025).
September 5, 2025 -	Last day to amend bills on the floor.
September 12, 2025 -	Last day for each house to pass bills.

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 August 13, 2025.

Responsible Staff:
Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: September 3, 2025

Witnessed By:

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - August 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 Senate Judiciary Committee, referred to Senate Floor. (7/15/25)	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 Senate Judiciary Committee, referred to Senate Appropriations Committee. (7/15/25)	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 Assembly Local Government Committee, referred to Assembly Appropriations Committee. (7/16/25)	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 Assembly Local Government Committee, referred to Assembly Appropriations Committee. (7/16/25)	Oppose unless amended.	6/4/2025

Attachment: Bill position matrix 8-25 (11853 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - August 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 735 (Carillo)	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 Judiciary Committee, referred to Senate Appropriations Committee. (7/15/25)	Oppose unless amended.	6/4/2025
AB 440 (Ramos)	Would require the Office of Suicide Prevention within the Department of Public Health 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.	Passed out of Senate Appropriations Committee, referred to Senate Floor. (7/14/25)	Support	6/11/2025

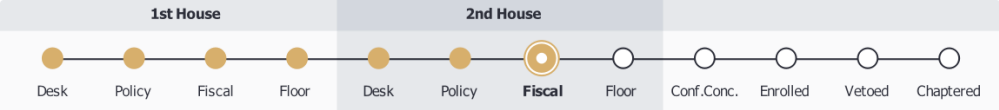
Attachment: Bill position matrix 8-25 (11853 : State Legislative Update)

ATTACHMENT B

SBCTA Bill Report August 2025

Sorted by: Measure
Wednesday, 07/30/2025

AB 6 (**Ward, D**) **Residential developments: building standards: review.**
Current Text: 05/05/2025 - Amended **HTML** **PDF**
Introduced: 12/02/2024
Last Amended: 05/05/2025
Status: 07/14/2025 - In committee: Referred to APPR. suspense file.

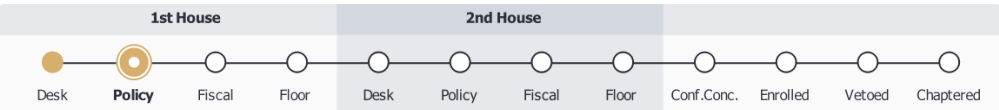


Location: 07/14/2025 - Senate APPR. SUSPENSE FILE

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)

Organization: COG

AB 23 (**DeMaio, R**) **The Cost of Living Reduction Act of 2025.**
Current Text: 03/25/2025 - Amended **HTML** **PDF**
Introduced: 12/02/2024 (Spot bill)
Last Amended: 03/25/2025
Status: 03/26/2025 - Re-referred to Com. on U. & E.



Location: 03/24/2025 - Assembly Utilities and Energy

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)

Organization: SBCTA

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

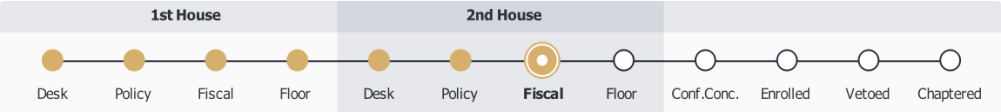
AB 33 (Aguiar-Curry, D) **Autonomous vehicles.**

Current Text: 06/30/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 06/30/2025

Status: 07/14/2025 - In committee: Referred to APPR. suspense file.



Location: 07/14/2025 - Senate APPR. SUSPENSE FILE

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 safety operator on any highway within the State of California. The bill would make a first violation of this provision subject to a $10,000 administrative fine and a $25,000 administrative fine for subsequent violations. The bill would authorize the department to suspend or revoke the permit of an autonomous vehicle manufacturer for repeated violations of this provision. (Based on 06/30/2025 text)

Organization: SBCTA

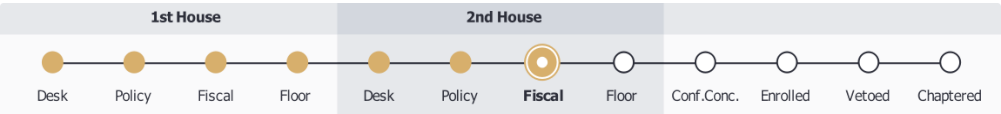
AB 36 (Soria, D) **Housing elements: prohousing designation.**

Current Text: 03/19/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 03/19/2025

Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (July 15). Re-referred to Com. on APPR.



Location: 07/15/2025 - Senate Appropriations

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)

Organization: COG

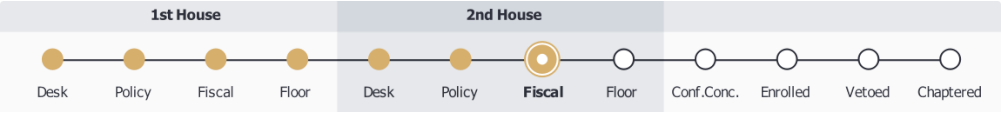
AB 39 (Zbur, D) **General plans: Local Electrification Planning Act.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 07/17/2025

Status: 07/17/2025 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 12. Noes 4.) (July 15). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/15/2025 - Senate Appropriations

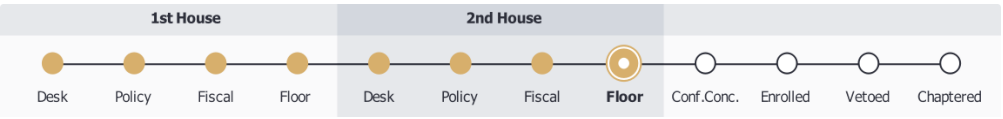
Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent 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

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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 07/17/2025 text)

Organization: COG

AB 76 (Alvarez, D) **Surplus land: exempt surplus land: sectional planning area.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 12/16/2024
Last Amended: 07/17/2025
Status: 07/17/2025 - Read second time and amended. Ordered to third reading.

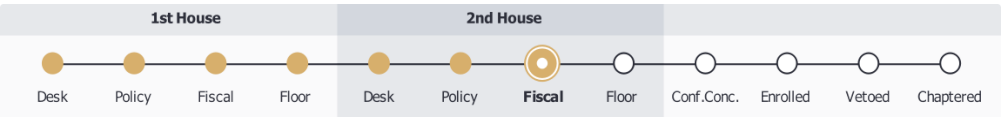


Location: 07/17/2025 - Senate THIRD READING
Summary: Current law prescribes requirements for the disposal of surplus land by a local agency and defines terms for these purposes, including, among others, “surplus land” to mean land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Current law defines “exempt surplus land” to mean land that is subject to a sectional planning area document, as described, and meets specified requirements, including that the land identified in the adopted sectional planning area document was dedicated prior to January 1, 2019, at least 25% of the units are dedicated to lower income households, as specified, and that the land 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, or 500 units, whichever is greater, 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 07/17/2025 text)

Organization: COG

Organization: SBCTA

AB 226 (Calderon, D) **California FAIR Plan Association.**
Current Text: 06/16/2025 - Amended **HTML** **PDF**
Introduced: 01/09/2025
Last Amended: 06/16/2025
Status: 07/09/2025 - In committee: Hearing postponed by committee.

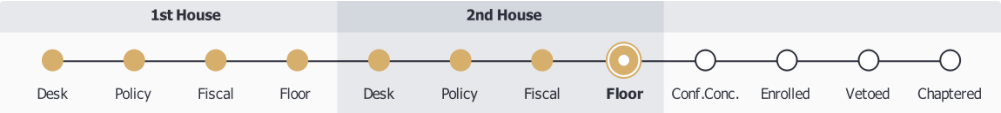


Location: 06/25/2025 - Senate Appropriations
Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons 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 or other agreement. (Based on 06/16/2025 text)

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Organization: COG

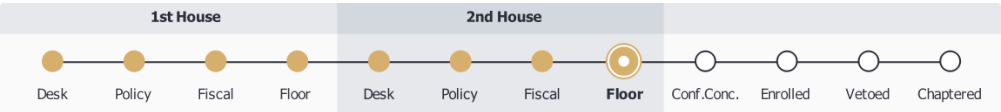
AB 234 (Calderon, D) **California FAIR Plan Association governing committee.**
Current Text: 01/13/2025 - Introduced **HTML** **PDF**
Introduced: 01/13/2025
Status: 06/26/2025 - Read second time. Ordered to third reading.



Location: 06/26/2025 - Senate 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 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)

Organization: COG

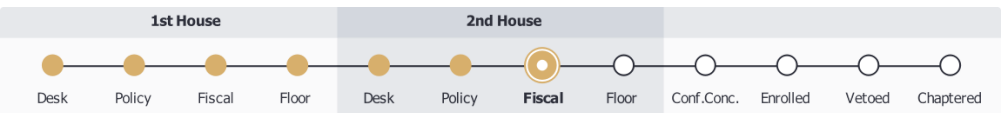
AB 238 (Harabedian, D) **Mortgage forbearance: state of emergency: wildfire.**
Current Text: 07/10/2025 - Amended **HTML** **PDF**
Introduced: 01/13/2025
Last Amended: 07/10/2025
Status: 07/15/2025 - Read second time. Ordered to third reading.



Location: 07/15/2025 - Senate THIRD READING
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 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. Because the bill would expand the crime of perjury, the bill would impose a state-mandated local program. This bill would, except as specified, require a mortgage servicer to offer mortgage payment forbearance of a period of up to an initial 90 days, which shall be extended at the request of the borrower in 90-day increments, up to a maximum forbearance period of 12 months. The bill would also prohibit a mortgage servicer from assessing any late fees to the borrower's account or charging a default rate of interest during the forbearance period. The bill would provide that the forbearance period includes any period of forbearance related to the wildfire disaster that a mortgage servicer has provided to a borrower before the effective date of these provisions. The bill would require a mortgage servicer to report the credit obligations of borrowers under a disaster-related forbearance plan in compliance with the federal Fair Credit Reporting Act. (Based on 07/10/2025 text)

Organization: COG

AB 261 (Quirk-Silva, D) **Fire safety: fire hazard severity zones: State Fire Marshal.**
Current Text: 07/10/2025 - Amended **HTML** **PDF**
Introduced: 01/16/2025
Last Amended: 07/10/2025
Status: 07/10/2025 - Read second time and amended. Re-referred to Com. on APPR.



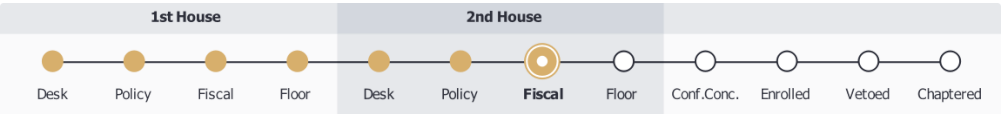
Location: 07/08/2025 - Senate Appropriations

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Summary: Current law requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. 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, as necessary, make recommendations relative to very high fire hazard severity zones. This bill would prohibit the State Fire Marshal's determination of fire hazard severity zone, in both state responsibility areas and lands that are not state responsibility areas, from being based on risk mitigation activities. The 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 07/10/2025 text)

Organization: COG

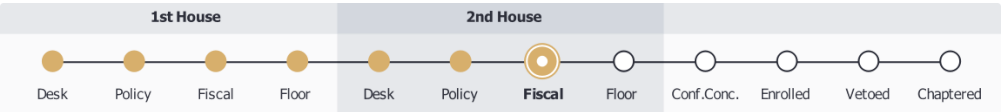
AB 266 (**Davies, R**) **Freeway Service Patrol Act: sponsorship agreement.**
Current Text: 06/02/2025 - Amended **HTML** **PDF**
Introduced: 01/17/2025
Last Amended: 06/02/2025
Status: 06/30/2025 - In committee: Referred to APPR. suspense file.



Location: 06/30/2025 - Senate APPR. SUSPENSE FILE
Summary: The Freeway Service Patrol Act authorizes and provides funding for freeway service patrols, operated pursuant to an agreement between the Department of the California Highway Patrol, the Department of Transportation, and a regional or local governmental entity, to provide emergency roadside assistance on traffic-congested urban freeways throughout the state. The 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 require the Department of Transportation, the Department of the California Highway Patrol, and participating and eligible regional and local entities to, each time the guidelines for program operations are updated after January 1, 2026, consider developing or revising and including in the guidelines operational requirements for sponsorship agreements between a participating regional or local entity and any private third party that allow for the display of the sponsor's name and logo on participating tow trucks, as provided. (Based on 06/02/2025 text)

Organization: SBCTA

AB 289 (**Haney, D**) **State highway work zone speed safety program.**
Current Text: 06/25/2025 - Amended **HTML** **PDF**
Introduced: 01/22/2025
Last Amended: 06/25/2025
Status: 07/17/2025 - Read second time. Ordered to third reading. Re-referred to Com. on APPR.



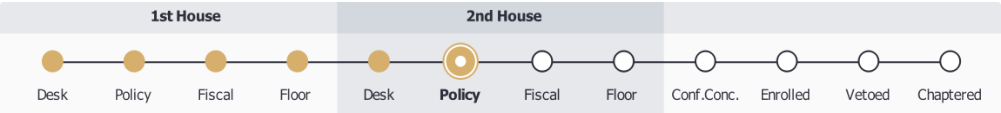
Location: 07/17/2025 - Senate Appropriations
Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations. Existing 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

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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 specified. (Based on 06/25/2025 text)

Organization: SBCTA

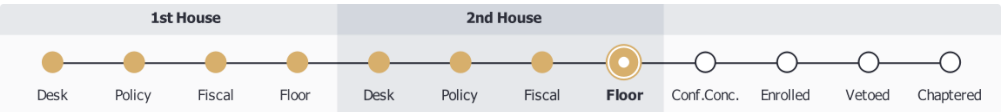
AB 306 (**Schultz, D**) **Building regulations: state building standards.**
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Introduced: 01/23/2025
Last Amended: 06/23/2025
Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



Location: 04/23/2025 - Senate 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. Current 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 October 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 06/23/2025 text)

Organization: COG

AB 334 (**Petrie-Norris, D**) **Operators of toll facilities: interoperability programs: vehicle information.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 01/28/2025
Last Amended: 07/17/2025
Status: 07/17/2025 - Read second time and amended. Ordered to third reading.



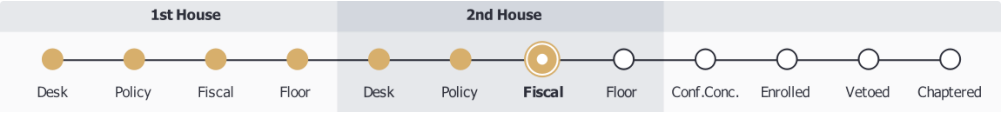
Location: 07/17/2025 - Senate THIRD READING
Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. 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 an operator of a toll facility on federal-aid highways engaged in an interstate interoperability program to provide to an out-of-state toll agency or interstate interoperability tolling hub 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 listed as "required" by specified national interoperability specifications. If the operator needs to collect other types of information to implement interstate interoperability, the bill would prohibit the operator from selling or otherwise providing that information to any other person or entity, as specified. (Based on 07/17/2025 text)

Organization: SBCTA
Position: Support

AB 339 (**Ortega, D**) **Local public employee organizations: notice requirements.**

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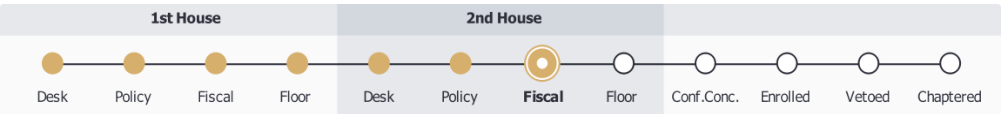
Current Text: 07/15/2025 - Amended **HTML** **PDF**
Introduced: 01/28/2025
Last Amended: 07/15/2025
Status: 07/15/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/09/2025 - Senate Appropriations
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 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 60 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, subject to certain exceptions. 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 07/15/2025 text)

Organization: SBCTA

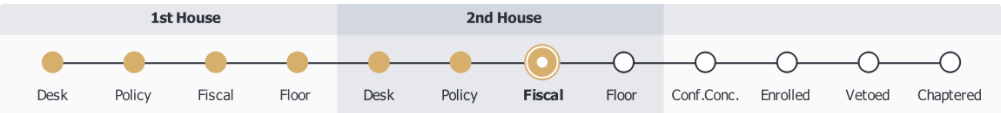
AB 394 (**Wilson, D**) **Public transportation providers.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 02/03/2025
Last Amended: 07/17/2025
Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations
Summary: 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 07/17/2025 text)

Organization: SBCTA
Position: Support

AB 440 (**Ramos, D**) **Suicide prevention.**
Current Text: 04/10/2025 - Amended **HTML** **PDF**
Introduced: 02/06/2025
Last Amended: 04/10/2025
Status: 07/14/2025 - In committee: Referred to APPR. suspense file.



Location: 07/14/2025 - Senate APPR. SUSPENSE FILE

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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)

Organization: SBCTA

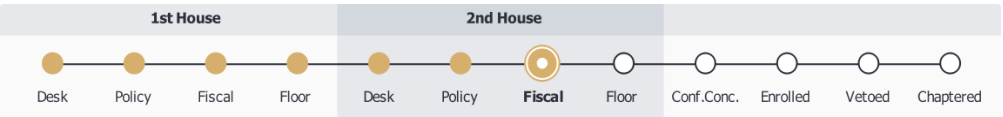
Position: Support

AB 443 (**Bennett, D**) **Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.**

Current Text: 02/06/2025 - Introduced **HTML** **PDF**

Introduced: 02/06/2025

Status: 07/14/2025 - In committee: Referred to APPR. suspense file.



Location: 07/14/2025 - Senate APPR. SUSPENSE FILE

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)

Organization: COG

Organization: SBCTA

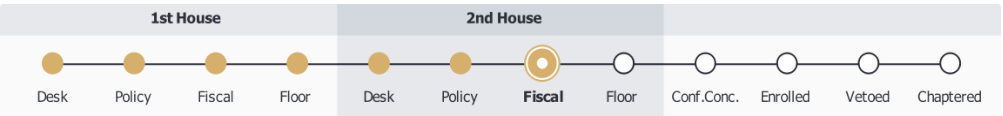
AB 507 (**Haney, D**) **Adaptive reuse: streamlining: incentives.**

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Introduced: 02/10/2025

Last Amended: 07/03/2025

Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (July 15). Re-referred to Com. on APPR.



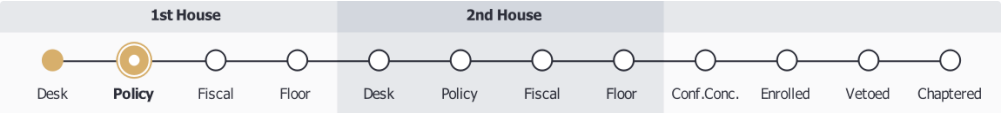
Location: 07/15/2025 - Senate Appropriations

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 07/03/2025 text)

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Organization: COG

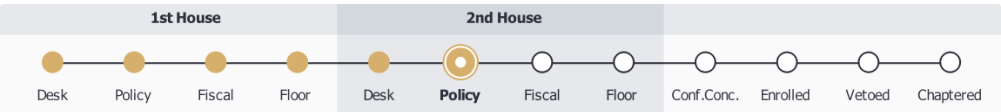
AB 590 (**Lee, D**) **Social Housing Bond Act of 2026.**
Current Text: 02/12/2025 - Introduced **HTML** **PDF**
Introduced: 02/12/2025 (Spot bill)
Status: 03/03/2025 - Referred to Com. on H. & C.D.



Location: 03/03/2025 - Assembly Housing and Community Development
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)

Organization: COG

AB 609 (**Wicks, D**) **California Environmental Quality Act: exemption: housing development projects.**
Current Text: 05/05/2025 - Amended **HTML** **PDF**
Introduced: 02/13/2025
Last Amended: 05/05/2025
Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

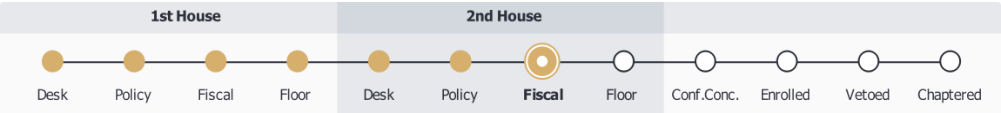


Location: 05/20/2025 - Senate Rules
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there 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 housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Organization: COG

AB 670 (**Quirk-Silva, D**) **Planning and zoning: housing element: converted affordable housing units.**
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Introduced: 02/14/2025
Last Amended: 06/23/2025
Status: 07/14/2025 - In committee: Referred to APPR. suspense file.

Attachment: Bill Report August 2025 (11853 : State Legislative Update)



Location: 07/14/2025 - Senate APPR. SUSPENSE FILE

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, current 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 the number of new units of housing, as specified. This bill would, beginning with the report due by April 1, 2027, 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 06/23/2025 text)

Organization: COG

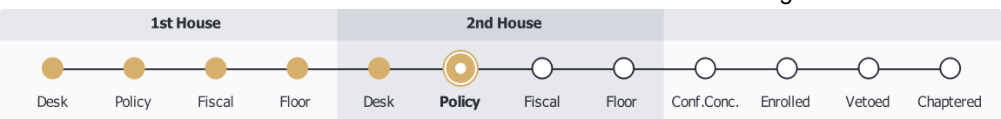
AB 698 (**Wicks, D**) **Local taxation: real property transfers.**

Current Text: 06/02/2025 - Amended **HTML** **PDF**

Introduced: 02/14/2025

Last Amended: 06/02/2025

Status: 06/09/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 06/09/2025 - Senate Rules

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. Existing law, 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 06/02/2025 text)

Organization: COG

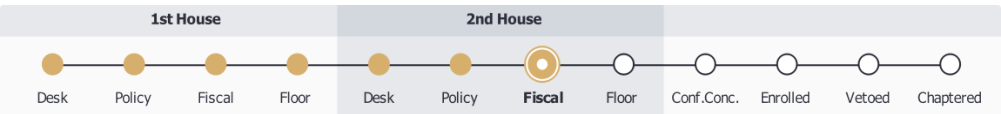
AB 712 (**Wicks, D**) **Housing reform laws: enforcement actions: fines and penalties.**

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Introduced: 02/14/2025

Last Amended: 07/03/2025

Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (July 15). Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations

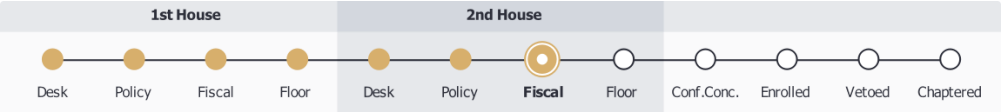
Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity 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 extend any period of limitation for actions under any state law for a period of 60 days beginning on the date the applicant provides written notice to the local agency indicating its intent to commence an action. The bill would prohibit a public agency from requiring the applicant to indemnify,

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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 07/03/2025 text)

Organization: COG

AB 716 (Carrillo, D) **Fire safety standards: hydrogen facilities.**
Current Text: 07/14/2025 - Amended **HTML** **PDF**
Introduced: 02/14/2025
Last Amended: 07/14/2025
Status: 07/14/2025 - Read second time and amended. Re-referred to Com. on APPR.

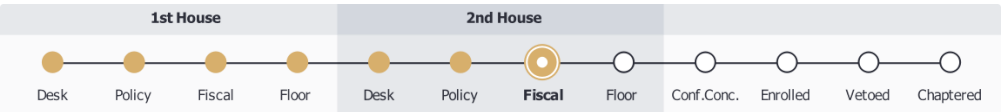


Location: 07/08/2025 - Senate Appropriations
Summary: Would require the State Fire Marshal to appoint a hydrogen fire expert to answer questions and provide clarification on the implementation of hydrogen production, storage, and distribution facilities, ensuring that hydrogen facilities comply with the most up-to-date fire safety standards. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors to ensure that hydrogen-related safety protocols are understood and enforced statewide. (Based on 07/14/2025 text)

Organization: COG

Organization: SBCTA

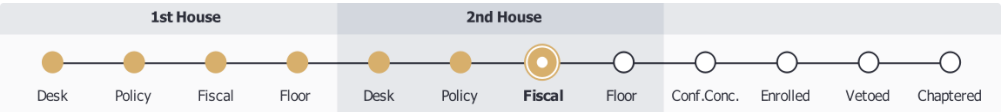
AB 726 (Ávila Farías, D) **Planning and zoning: annual report: rehabilitated units.**
Current Text: 02/18/2025 - Introduced **HTML** **PDF**
Introduced: 02/18/2025
Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (July 15). Re-referred to Com. on APPR.



Location: 07/15/2025 - Senate Appropriations
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)

Organization: COG

AB 735 (Carrillo, D) **Planning and zoning: logistics use developments: truck routes.**
Current Text: 06/25/2025 - Amended **HTML** **PDF**
Introduced: 02/18/2025
Last Amended: 06/25/2025
Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (July 15). Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations
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,

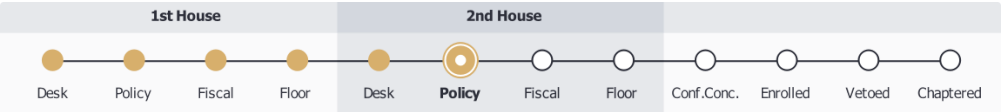
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and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency 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 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 06/25/2025 text)

Organization: COG
Position: Oppose Unless Amend

Organization: SBCTA
Position: Oppose Unless Amend

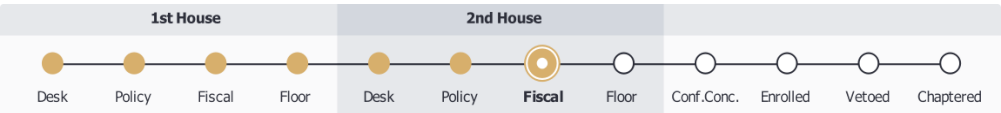
AB 736 (**Wicks, D**) **The Affordable Housing Bond Act of 2026.**
Current Text: 04/10/2025 - Amended **HTML** **PDF**
Introduced: 02/18/2025
Last Amended: 04/10/2025
Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 06/04/2025 - Senate Rules
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)

Organization: COG

AB 782 (**Quirk-Silva, D**) **Subdivisions: security.**
Current Text: 07/16/2025 - Amended **HTML** **PDF**
Introduced: 02/18/2025
Last Amended: 07/16/2025
Status: 07/16/2025 - Read second time and amended. Re-referred to Com. on APPR.



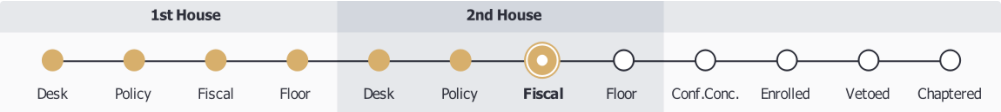
Location: 07/14/2025 - Senate Appropriations
Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate 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 would 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 if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

Organization: COG

AB 790 (**Ávila Farías, D**) **Homelessness: single women with children.**

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

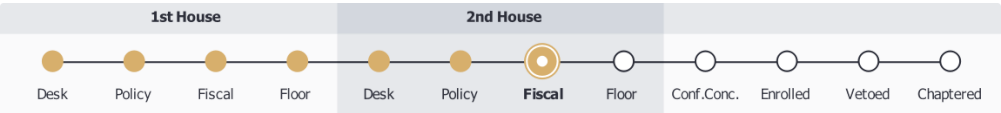
Current Text: 05/05/2025 - Amended **HTML** **PDF**
Introduced: 02/18/2025 (Spot bill)
Last Amended: 05/05/2025
Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (July 15). Re-referred to Com. on APPR.



Location: 07/15/2025 - Senate Appropriations
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)

Organization: COG

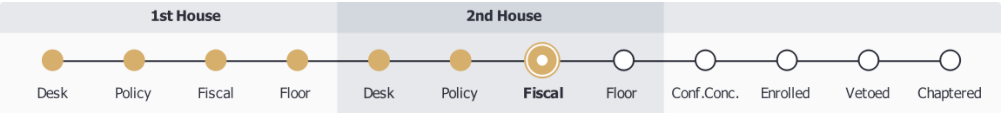
AB 891 (**Zbur, D**) **Transportation: Quick-Build Pilot Program.**
Current Text: 06/25/2025 - Amended **HTML** **PDF**
Introduced: 02/19/2025
Last Amended: 06/25/2025
Status: 07/09/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 4.) (July 8). Re-referred to Com. on APPR.



Location: 07/08/2025 - Senate Appropriations
Summary: Would establish the Quick-Build Pilot Program to expedite development and implementation of low-cost improvements on the state highway system, as specified. The bill would require the Department of Transportation, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build improvements. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build improvements statewide. (Based on 06/25/2025 text)

Organization: SBCTA

AB 902 (**Schultz, D**) **Transportation projects: barriers to wildlife movement.**
Current Text: 07/10/2025 - Amended **HTML** **PDF**
Introduced: 02/19/2025
Last Amended: 07/10/2025
Status: 07/10/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/08/2025 - Senate Appropriations
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 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

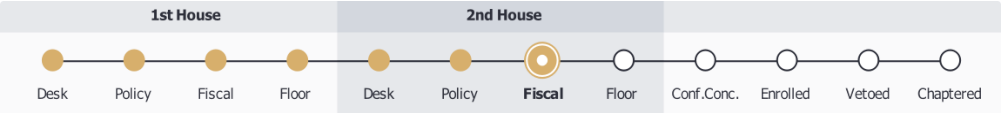
Attachment: Bill Report August 2025 (11853 : State Legislative Update)

specified. By requiring a lead agency to expand the scope of its transportation project, the bill would impose a state-mandated local program. (Based on 07/10/2025 text)

Organization: COG

Organization: SBCTA

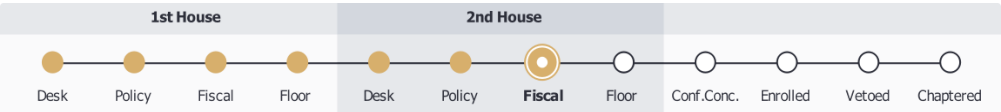
AB 906 (González, Mark, D) **Planning and zoning: housing elements: affirmatively furthering fair housing.**
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Introduced: 02/19/2025
Last Amended: 06/23/2025
Status: 07/14/2025 - In committee: Set, first hearing. Hearing canceled at the request of author.



Location: 07/02/2025 - Senate Appropriations
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 06/23/2025 text)

Organization: COG

AB 915 (Petrie-Norris, D) **Dam safety: state supervision: exceptions.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 02/19/2025
Last Amended: 07/17/2025
Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.

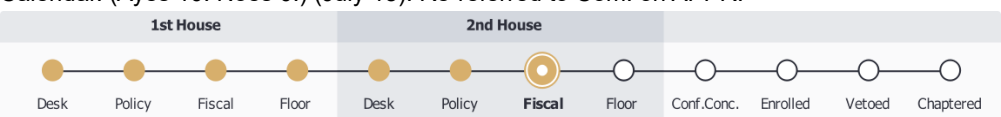


Location: 07/16/2025 - Senate Appropriations
Summary: Current law regulates the construction and operation of dams and exempts certain structures for these purposes. Current law exempts certain wastewater treatment and storage ponds constructed as part of a wastewater control facility, as provided, from the requirements for state regulation and supervision of the safety of dams. This bill would additionally exempt from the requirements for state regulation and supervision of the safety of dams certain water storage facilities, structures, and activities associated with an energy storage system facility located in the County of Kern, as specified, that uses compressed air technology and meets certain criteria, including, among other things, a maximum water pool height of 25 feet or less from the final engineered grade, a maximum storage capacity of 1,500 acre-feet or less, and supervision of the design and construction by a registered civil engineer. (Based on 07/17/2025 text)

Organization: COG

Organization: SBCTA

AB 920 (Caloza, D) **Permit Streamlining Act: housing development projects: centralized application portal.**
Current Text: 07/07/2025 - Amended **HTML** **PDF**
Introduced: 02/19/2025 (Spot bill)
Last Amended: 07/07/2025
Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (July 15). Re-referred to Com. on APPR.



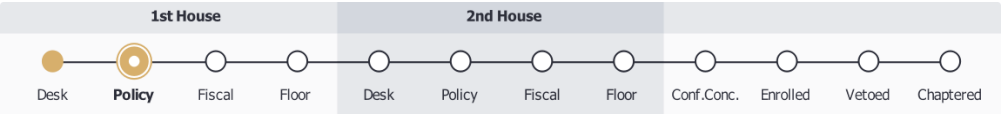
Location: 07/15/2025 - Senate Appropriations

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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 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. The bill would specify that a city or county is not required to provide the status of any permit or inspection required by another local agency, a state agency, or a utility provider. (Based on 07/07/2025 text)

Organization: COG

AB 939 (**Schultz, D**) **The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.**
Current Text: 02/19/2025 - Introduced **HTML** **PDF**
Introduced: 02/19/2025
Status: 03/10/2025 - Referred to Com. on TRANS.

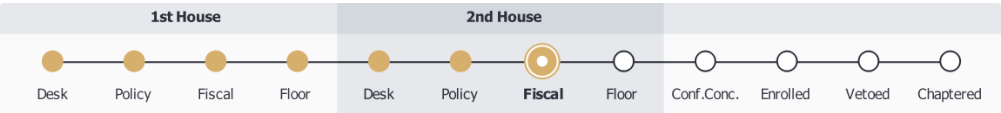


Location: 03/10/2025 - Assembly Transportation
Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $20,000,000,000 pursuant to the State General Obligation Bond Law to finance 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)

Organization: COG

Organization: SBCTA

AB 954 (**Bennett, D**) **Interregional transportation strategic plan: bicycle highways.**
Current Text: 06/30/2025 - Amended **HTML** **PDF**
Introduced: 02/20/2025
Last Amended: 06/30/2025
Status: 07/09/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 4.) (July 8). Re-referred to Com. on APPR.



Location: 07/08/2025 - Senate Appropriations
Summary: Current law requires transportation projects included in the interregional transportation improvement program (ITIP) to be consistent with the interregional transportation strategic plan (ITSP). Current law requires the Department of Transportation to submit the ITSP to the California Transportation Commission for approval and requires the ITSP, among other things, to be directed at achieving a high functioning and balanced interregional transportation system and consistent with the California Transportation Plan. This bill would require, to the extent feasible and consistent with the California Transportation Plan, the department to assess incorporating bicycle highways into strategic interregional corridors within the ITSP. (Based on 06/30/2025 text)

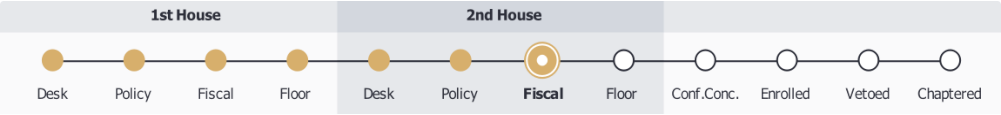
Organization: COG

Organization: SBCTA

AB 975 (**Gallagher, R**) **Lake and streambed alteration agreements: exemptions: culverts and bridges.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 02/20/2025
Last Amended: 07/17/2025

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Status: 07/17/2025 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations

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 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. Existing law also establishes various exemptions from these provisions. 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, 2022, as specified. (Based on 07/17/2025 text)

Organization: COG

Organization: SBCTA

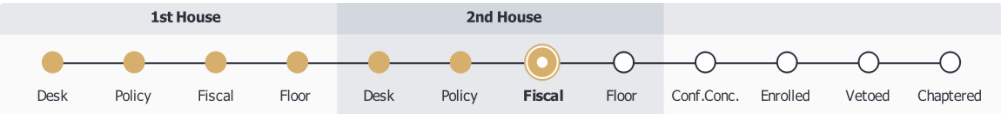
AB 1089 (**Carrillo, D**) **Western Joshua Tree Conservation Act: industrial projects and commercial projects: tree removal and trimming.**

Current Text: 07/21/2025 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Last Amended: 07/21/2025

Status: 07/21/2025 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations

Summary: The Western Joshua Tree Conservation Act prohibits any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. 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 07/21/2025 text)

Organization: COG

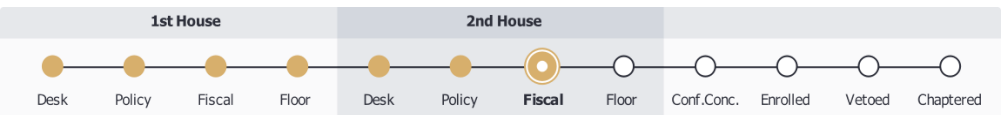
AB 1154 (**Carrillo, D**) **Junior accessory dwelling units.**

Current Text: 07/03/2025 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Last Amended: 07/03/2025

Status: 07/09/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 9). Re-referred to Com. on APPR.



Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Location: 07/09/2025 - Senate Appropriations

Summary: The Planning and Zoning Law, among other things, provides for the creation of junior 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. Current law requires an ordinance that provides for the creation of a junior accessory dwelling unit to, among other things, require owner-occupancy in the single-family residence in which the junior accessory dwelling unit is permitted. Under this bill, that owner-occupancy requirement would apply only if the junior accessory dwelling unit has shared sanitation facilities with the existing structure. The bill would require an ordinance that provides for the creation of a junior accessory dwelling unit to require that a rental of a junior accessory dwelling unit be for a term longer than 30 days. (Based on 07/03/2025 text)

Organization: COG

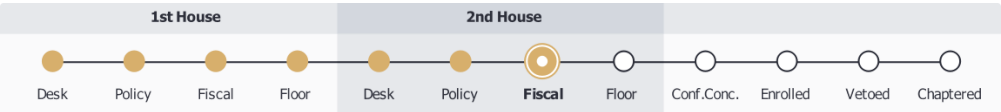
AB 1206 (**Harabedian, D**) **Single-family and multifamily housing units: preapproved plans.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/15/2025 - Senate Appropriations

Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. In that regard, current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, 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 require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. 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 an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. 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. (Based on 07/17/2025 text)

Organization: COG

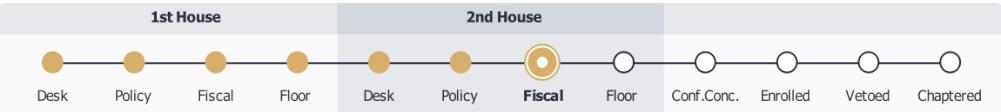
AB 1207 (**Irwin, D**) **Climate change: market-based compliance mechanism: price ceiling.**

Current Text: 03/17/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025 (Spot bill)

Last Amended: 03/17/2025

Status: 07/16/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 16). Re-referred to Com. on APPR.



Location: 07/16/2025 - Senate Appropriations

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

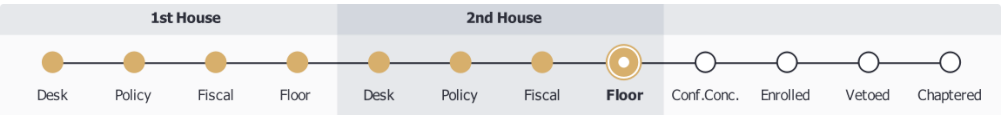
Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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)

Organization: COG

Organization: SBCTA

AB 1275 (**Elhawary, D**) **Regional housing needs: regional transportation plan.**
Current Text: 04/24/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025 (Spot bill)
Last Amended: 04/24/2025
Status: 07/17/2025 - From Consent Calendar. Ordered to third reading.

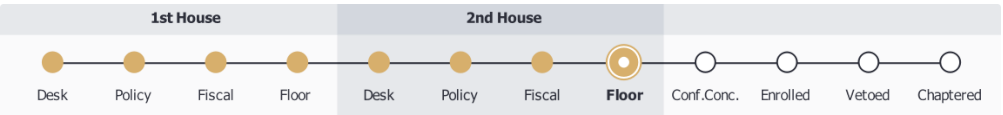


Location: 07/17/2025 - Senate THIRD READING
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries and requires the general plan to include, among 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)

Organization: COG

Organization: SBCTA

AB 1430 (**Bennett, D**) **County recorders: fees.**
Current Text: 03/17/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 03/17/2025
Status: 07/01/2025 - Read second time. Ordered to third reading.



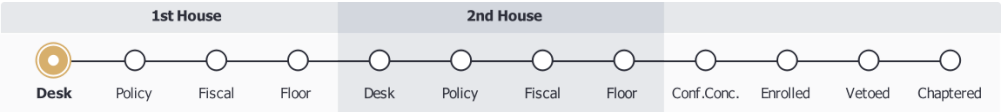
Location: 07/01/2025 - Senate THIRD READING
Summary: Current law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Current law 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)

Organization: SBCTA

ACA 12 (**Wallis, R**) **Road usage charges: vote and voter approval requirements.**
Current Text: 03/26/2025 - Introduced **HTML** **PDF**
Introduced: 03/26/2025

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Status: 03/27/2025 - From printer. May be heard in committee April 26.



Location: 03/26/2025 - Assembly PRINT

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)

Organization: SBCTA

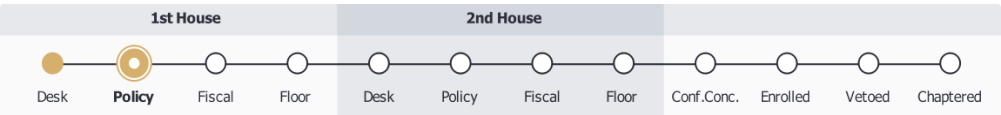
SB 2 (**Jones, R**) **Low-carbon fuel standard: regulations.**

Current Text: 03/12/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 03/12/2025

Status: 03/19/2025 - March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.



Location: 01/29/2025 - Senate Environmental Quality

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)

Organization: SBCTA

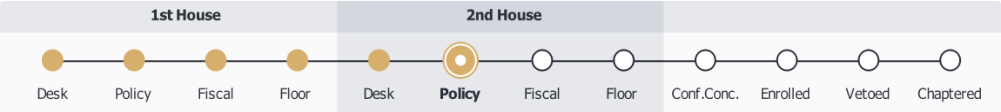
SB 5 (**Cabaldon, D**) **Enhanced infrastructure financing districts and community revitalization and investment areas: allocation of taxes: agricultural land exclusion.**

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 07/07/2025

Status: 07/17/2025 - CORRECTED: From committee: Do pass. (Ayes 9. Noes 0.) (July 16).



Location: 07/17/2025 - Assembly Local Government

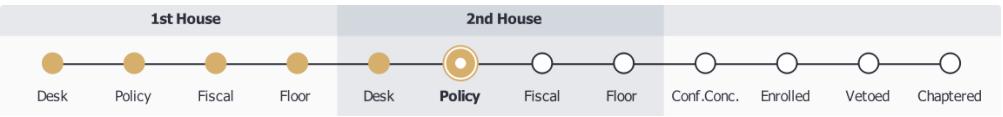
Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to enter into contracts with owners of agricultural land to preserve the land for agricultural use, as specified, in return for reduced property tax assessments. The act also authorizes a landowner of specified agricultural land to petition the city or county to cancel the 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. Existing law authorizes certain local agencies to form a Community Revitalization and Investment Authority within a community revitalization and investment area to

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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 07/07/2025 text)

Organization: COG

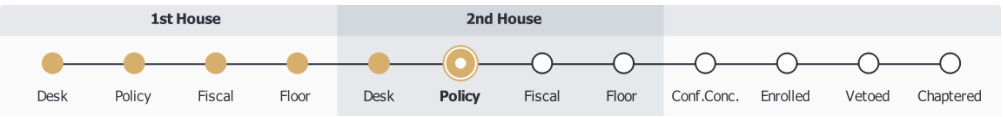
SB 9 (**Arreguín, D**) **Accessory Dwelling Units: ordinances.**
Current Text: 06/19/2025 - Amended **HTML** **PDF**
Introduced: 12/02/2024
Last Amended: 06/19/2025
Status: 07/17/2025 - CORRECTED: From committee: Do pass. (Ayes 9. Noes 0.) (July 16).



Location: 07/17/2025 - Assembly Local Government
Summary: The Planning and Zoning 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 06/19/2025 text)

Organization: COG

SB 16 (**Blakespear, D**) **Ending Street Homelessness Act.**
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Introduced: 12/02/2024 (Spot bill)
Last Amended: 06/23/2025
Status: 07/10/2025 - July 16 hearing postponed by committee.



Location: 06/09/2025 - Assembly Housing and Community Development
Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, 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, and requires the appropriate council of 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 city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Organization: COG

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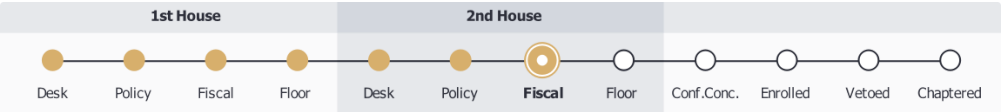
SB 21 (Durazo, D) **Single-room occupancy units: demolition and replacement: housing assistance programs: eligibility for homeless individuals and families.**

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Last Amended: 07/07/2025

Status: 07/17/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 10. Noes 0.) (July 16). Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations

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 07/07/2025 text)

Organization: COG

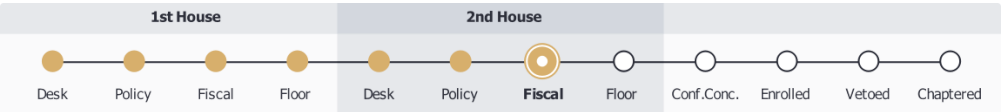
SB 30 (Cortese, D) **Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.**

Current Text: 07/16/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024 (Spot bill)

Last Amended: 07/16/2025

Status: 07/16/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/15/2025 - Assembly Appropriations

Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of the ownership of that equipment from the prohibition if the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives, the equipment produces emissions equivalent to any equipment within any of those federal categories, or the diesel engine is removed from the equipment, as specified. (Based on 07/16/2025 text)

Organization: SBCTA

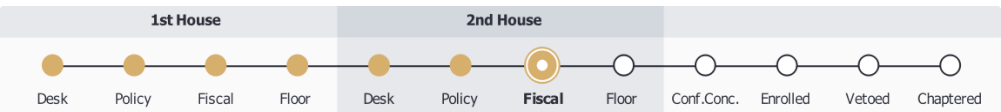
SB 63 (Wiener, D) **San Francisco Bay area: local revenue measure: transportation funding.**

Current Text: 07/09/2025 - Amended **HTML** **PDF**

Introduced: 01/09/2025 (Spot bill)

Last Amended: 07/09/2025

Status: 07/15/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 2.) (July 14). Re-referred to Com. on APPR.



Location: 07/15/2025 - Assembly Appropriations

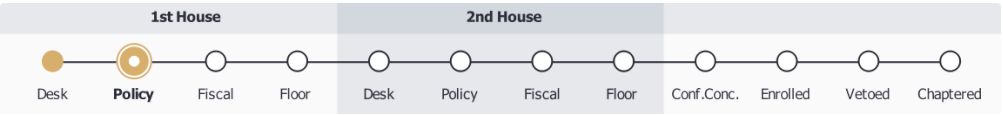
Summary: Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would establish the Transportation

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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. (Based on 07/09/2025 text)

Organization: SBCTA

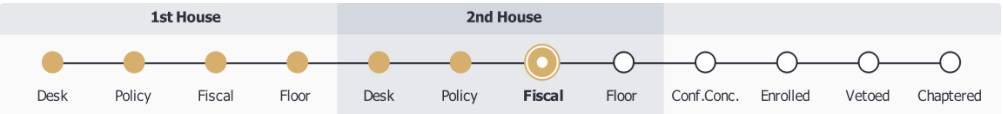
SB 65 (**Wiener, D**) **Budget Act of 2025.**
Current Text: 01/10/2025 - Introduced **HTML** **PDF**
Introduced: 01/10/2025
Status: 01/13/2025 - Read first time.



Location: 01/10/2025 - Senate Budget and Fiscal Review
Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

Organization: SBCTA
Position: Watch

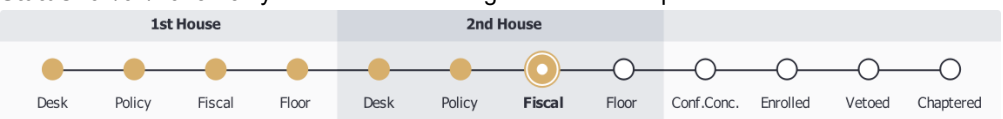
SB 71 (**Wiener, D**) **California Environmental Quality Act: exemptions: environmental leadership transit projects.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 01/14/2025
Last Amended: 07/17/2025
Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (July 14). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/14/2025 - Assembly Appropriations
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, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. 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. (Based on 07/17/2025 text)

Organization: SBCTA

SB 74 (**Seyarto, R**) **Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.**
Current Text: 04/07/2025 - Amended **HTML** **PDF**
Introduced: 01/15/2025
Last Amended: 04/07/2025
Status: 07/02/2025 - July 2 set for first hearing. Placed on suspense file.



Location: 07/02/2025 - Assembly APPR. SUSPENSE FILE
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

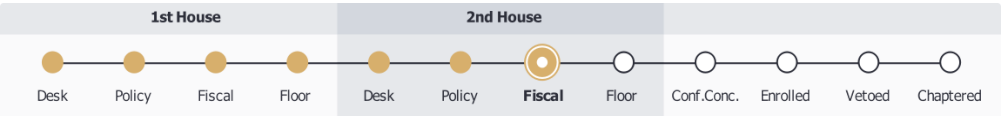
Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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)

Organization: COG

Organization: SBCTA

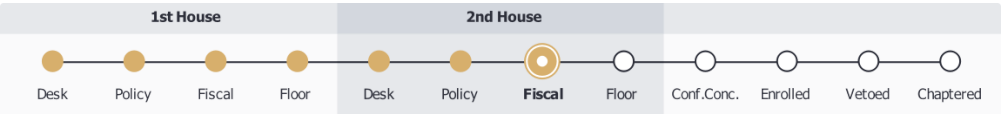
SB 78 (**Seyarto, R**) **Department of Transportation: report: state highway system: safety enhancements.**
Current Text: 04/02/2025 - Amended **HTML** **PDF**
Introduced: 01/15/2025
Last Amended: 04/02/2025
Status: 07/08/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 16. Noes 0.) (July 7). Re-referred to Com. on APPR.



Location: 07/07/2025 - Assembly Appropriations
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)

Organization: SBCTA

SB 79 (**Wiener, D**) **Housing development: transit-oriented development.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 01/15/2025 (Spot bill)
Last Amended: 07/17/2025
Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 1.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations
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 housing element. 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. Existing law requires each local government to revise its housing element in accordance with a specified schedule. This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, 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

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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. (Based on 07/17/2025 text)

Organization: COG

Organization: SBCTA

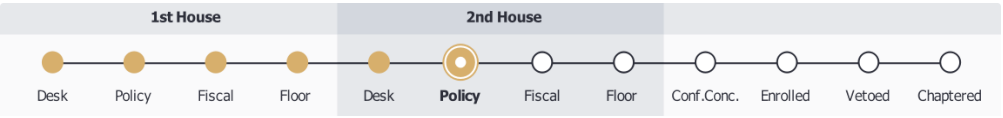
SB 92 (**Blakespear, D**) **Housing development: density bonuses.**

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Introduced: 01/22/2025

Last Amended: 07/07/2025

Status: 07/17/2025 - CORRECTED: From committee: Do pass. (Ayes 10. Noes 0.) (July 16).



Location: 07/17/2025 - Assembly Local Government

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. This bill would specify that a concession and incentive shall not result in a proposed project, as prescribed, with a specified commercial floor area ratio. The bill would also 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. (Based on 07/07/2025 text)

Organization: COG

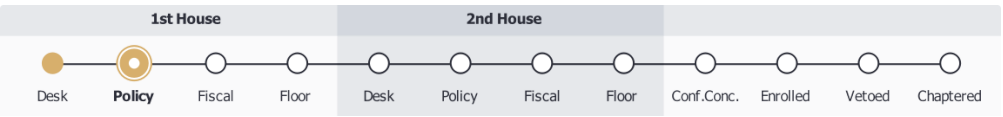
SB 222 (**Wiener, D**) **Climate disasters: civil actions.**

Current Text: 03/28/2025 - Amended **HTML** **PDF**

Introduced: 01/27/2025

Last Amended: 03/28/2025

Status: 04/08/2025 - April 8 set for first hearing. Failed passage in committee. (Ayes 5. Noes 2.) Reconsideration granted.



Location: 02/05/2025 - Senate Judiciary

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)

Organization: COG

Organization: SBCTA

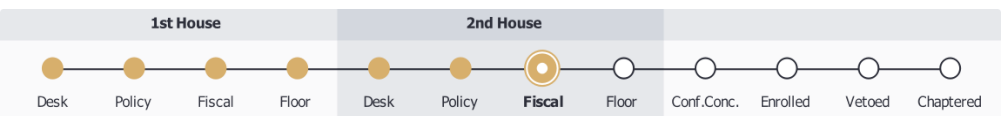
SB 233 (**Seyarto, R**) **Regional housing need: determination: consultation with councils of governments.**

Current Text: 06/19/2025 - Amended **HTML** **PDF**

Introduced: 01/28/2025

Last Amended: 06/19/2025

Status: 07/17/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (July 16). Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations

Attachment: Bill Report August 2025 (11853 : 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 06/19/2025 text)

Organization: COG

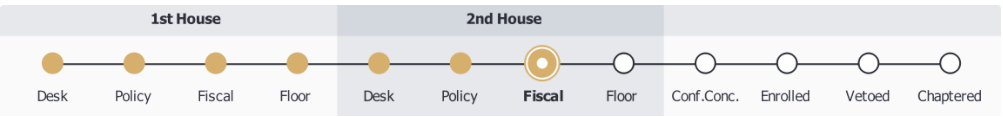
SB 262 (**Wahab, D**) **Housing element: prohousing designations: prohousing local policies.**

Current Text: 07/07/2025 - Amended **HTML** **PDF**

Introduced: 02/03/2025

Last Amended: 07/07/2025

Status: 07/17/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (July 16). Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations

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 include additional examples of prohousing local policies under the above-described provisions, as specified. (Based on 07/07/2025 text)

Organization: COG

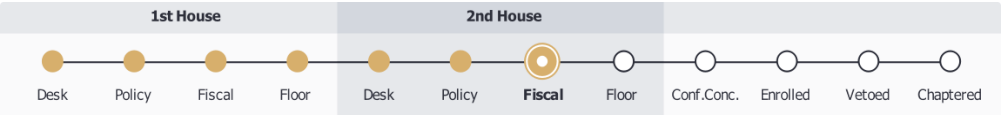
SB 274 (**Cervantes, D**) **Automated license plate recognition systems.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/04/2025 (Spot bill)

Last Amended: 07/17/2025

Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 9. Noes 4.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



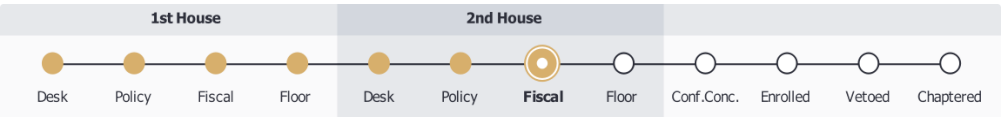
Location: 07/16/2025 - Assembly Appropriations

Summary: Current law prohibits a public agency, which includes 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 provide that "public agency" does not include a transportation agency, as specified. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. The 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 an authorized hot list, as defined. (Based on 07/17/2025 text)

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Organization: SBCTA

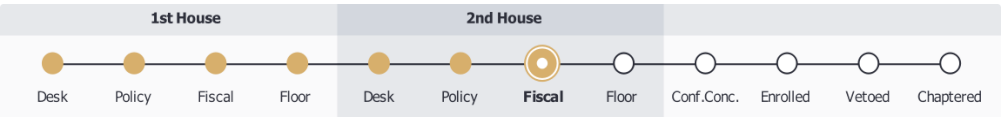
SB 340 (**Laird, D**) **General plans: housing element: emergency shelter.**
Current Text: 03/17/2025 - Amended **HTML** **PDF**
Introduced: 02/12/2025
Last Amended: 03/17/2025
Status: 07/17/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 10. Noes 0.) (July 16). Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations
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)

Organization: COG

SB 358 (**Becker, D**) **Mitigation Fee Act: mitigating vehicular traffic impacts.**
Current Text: 07/07/2025 - Amended **HTML** **PDF**
Introduced: 02/12/2025
Last Amended: 07/07/2025
Status: 07/07/2025 - Read second time and amended. Re-referred to Com. on APPR.

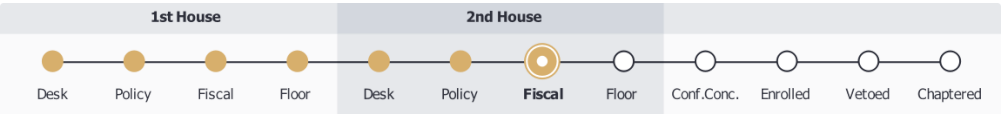


Location: 07/03/2025 - Assembly Appropriations
Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee 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 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 07/07/2025 text)

Organization: COG

Organization: SBCTA

SB 359 (**Niello, R**) **Use Fuel Tax Law: Diesel Fuel Tax Law: exempt bus operation.**
Current Text: 06/26/2025 - Amended **HTML** **PDF**
Introduced: 02/13/2025
Last Amended: 06/26/2025
Status: 07/15/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 14). Re-referred to Com. on APPR.



Location: 07/15/2025 - Assembly Appropriations

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

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. (Based on 06/26/2025 text)

Organization: SBCTA

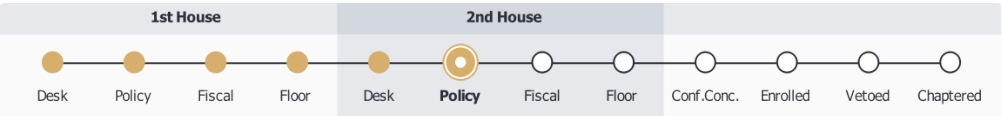
SB 360 (Rubio, D) **Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.**

Current Text: 05/23/2025 - Amended **HTML** **PDF**

Introduced: 02/13/2025

Last Amended: 05/23/2025

Status: 06/05/2025 - Referred to Com. on W. P., & W.



Location: 06/05/2025 - Assembly Water, Parks and Wildlife

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)

Organization: COG

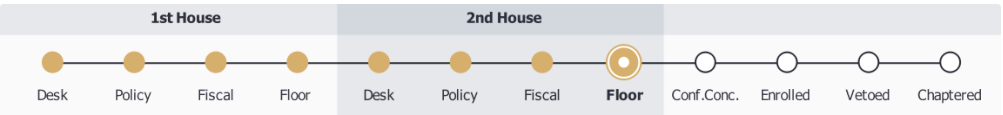
SB 410 (Grayson, D) **Common interest developments: association records: exterior elevated elements inspection.**

Current Text: 07/10/2025 - Amended **HTML** **PDF**

Introduced: 02/14/2025

Last Amended: 07/10/2025

Status: 07/17/2025 - From consent calendar on motion of Assembly Member Garcia. Ordered to third reading.



Location: 07/17/2025 - Assembly THIRD READING

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Current 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. Current law requires an inspector to perform the visual inspection described above, as specified, and to issue a written report containing certain information, including recommendations for any necessary repair or replacement of the load-bearing components and associated waterproofing system, as those terms are defined. Current law limits the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more multifamily dwelling units. Current 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. Current 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, in addition, require the above-described inspector's report to contain certain information, including the total number of units in the condominium project, as prescribed, and a certification that the inspector has conducted a visual inspection and evaluated a statistically significant sample, as defined, of the exterior elevated elements within the condominium project. The bill would, instead, apply the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more attached multifamily dwelling units. (Based on 07/10/2025 text)

Organization: COG

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

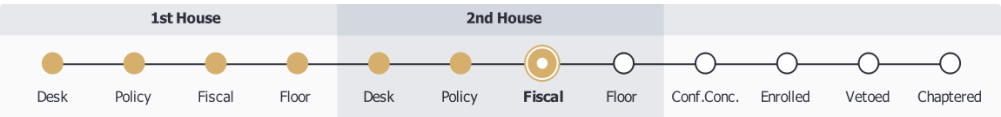
SB 415 (Reyes, D) **Planning and zoning: logistics use developments: truck routes.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/14/2025 (Spot bill)

Last Amended: 07/17/2025

Status: 07/17/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 16). Re-referred to Com. on APPR. From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations

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 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” and instead define “logistics use development” for these purposes to 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 07/17/2025 text)

Organization: COG

Position: Oppose Unless Amend

Organization: SBCTA

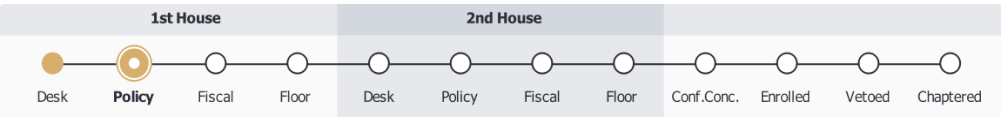
Position: Oppose Unless Amend

SB 417 (Cabaldon, D) **The Affordable Housing Bond Act of 2026.**

Current Text: 02/18/2025 - Introduced **HTML** **PDF**

Introduced: 02/18/2025

Status: 02/19/2025 - From printer. May be acted upon on or after March 21.



Location: 02/18/2025 - Senate Rules

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)

Organization: COG

SB 419 (Caballero, D) **Hydrogen fuel.**

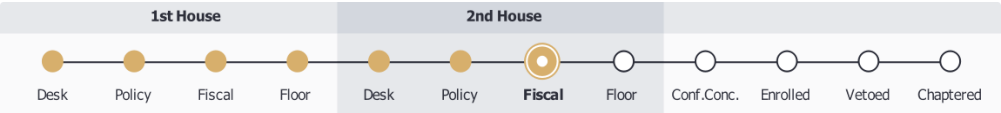
Current Text: 06/23/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Last Amended: 06/23/2025

Status: 07/15/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 14). Re-referred to Com. on APPR.

Attachment: Bill Report August 2025 (11853 : State Legislative Update)



Location: 07/15/2025 - Assembly Appropriations

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 06/23/2025 text)

Organization: SBCTA

Position: Watch

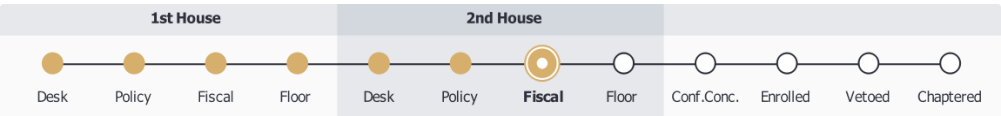
SB 445 (Wiener, D) **High-speed rail: third-party agreements, permits, and approvals: regulations.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 10. Noes 4.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Assembly Appropriations

Summary: Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified. (Based on 07/17/2025 text)

Organization: COG

Organization: SBCTA

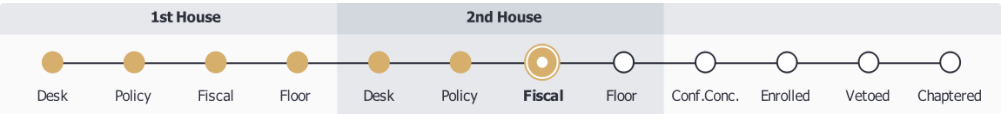
SB 486 (Cabaldon, D) **Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (July 14). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/14/2025 - Assembly Appropriations

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 07/17/2025 text)

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Organization: COG

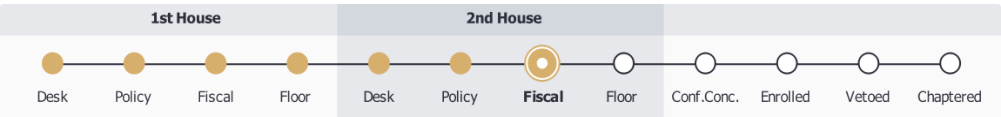
SB 489 (**Arreguín, D**) **Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025 (Spot bill)

Last Amended: 07/17/2025

Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Assembly Appropriations

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 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 07/17/2025 text)

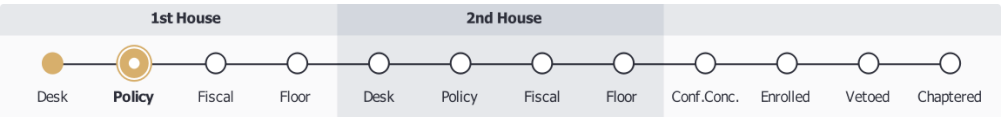
Organization: COG

SB 492 (**Menjivar, D**) **Youth Housing Bond Act of 2025.**

Current Text: 02/19/2025 - Introduced **HTML** **PDF**

Introduced: 02/19/2025

Status: 02/20/2025 - From printer. May be acted upon on or after March 22.



Location: 02/19/2025 - Senate Rules

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)

Organization: COG

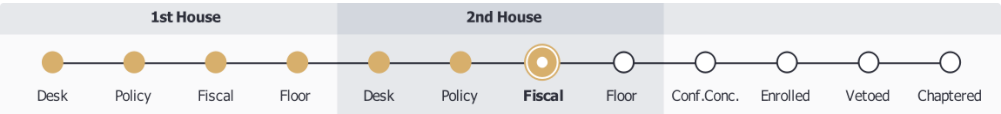
SB 506 (**Committee on Transportation, **) **Transportation: omnibus bill.**

Current Text: 06/05/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Last Amended: 06/05/2025

Status: 07/15/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 16. Noes 0.) (July 14). Re-referred to Com. on APPR.



Location: 07/15/2025 - Assembly Appropriations

Summary: Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Valley that meets the goals and objectives of the community, as specified. Current law requires the authority's governing board to be composed of 15 representatives. The bill would replace the Mountain House Community Services District with the City of Mountain House on the authority's governing board. (Based on 06/05/2025 text)

Organization: SBCTA

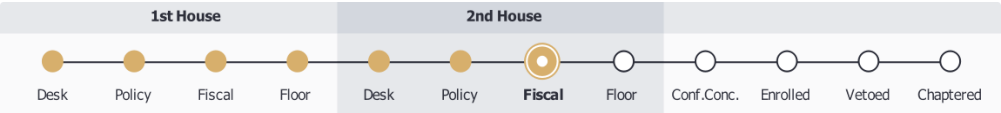
SB 512 (**Pérez, D**) **District elections: initiatives.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Assembly Appropriations

Summary: Current law prescribes the procedures by which a proposed ordinance may be submitted to the governing board of a district by an initiative measure. These procedures do not apply to specified districts, including a district formed under a law that does not provide a procedure for elections. This bill would authorize the voters of any district that has authority to impose a transactions and use tax for transportation purposes to impose a retail transactions and use tax by an initiative measure. The bill would prohibit the initiative tax from exceeding the maximum authorized rate for a tax imposed by an ordinance enacted by the governing body of the district, and the bill would require the initiative measure to contain all spending limitations and substantive accountability standards applicable to a tax imposed by an ordinance enacted by the governing body. (Based on 07/17/2025 text)

Organization: SBCTA

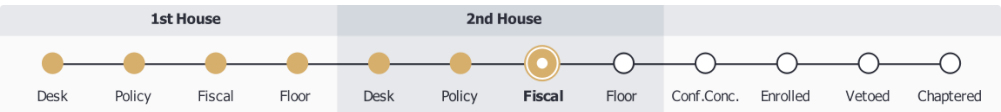
SB 647 (**Hurtado, D**) **Energy: Equitable Building Decarbonization Program: Low-Income Oversight Board: membership: performance metrics.**

Current Text: 07/14/2025 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Last Amended: 07/14/2025

Status: 07/14/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/09/2025 - Assembly Appropriations

Summary: Current 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). (Based on 07/14/2025 text)

Organization: COG

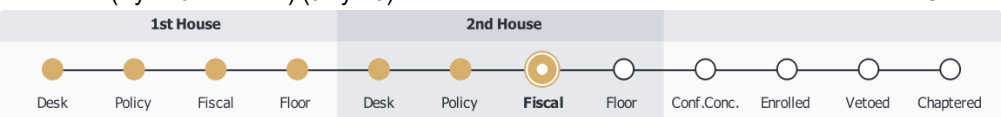
SB 707 (**Durazo, D**) **Open meetings: meeting and teleconference requirements.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Assembly Rule 63 suspended. From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 2.) (July 16). Read second time and amended. Re-referred to Com. on APPR.



Location: 07/17/2025 - Assembly Appropriations

Summary: (1)Existing law, 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 an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. (Based on 07/17/2025 text)

Organization: COG

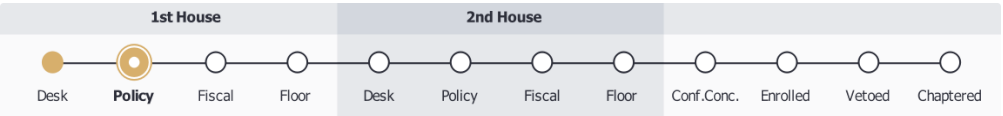
Organization: SBCTA

SB 726 (Gonzalez, D) **Public resources: state parks: Outdoor Equity Grants Program: applicants.**

Current Text: 02/21/2025 - Introduced **HTML** **PDF**

Introduced: 02/21/2025

Status: 03/12/2025 - Referred to Com. on RLS.



Location: 02/21/2025 - Senate Rules

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)

Organization: COG

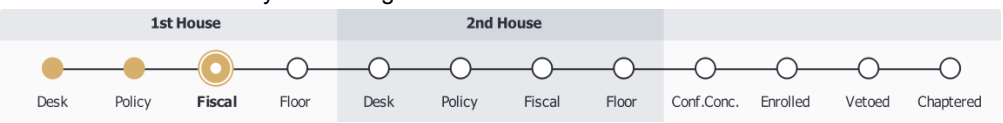
Organization: SBCTA

SB 752 (Richardson, D) **Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.**

Current Text: 02/21/2025 - Introduced **HTML** **PDF**

Introduced: 02/21/2025

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.



Location: 05/19/2025 - Senate APPR. SUSPENSE FILE

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)

Organization: SBCTA

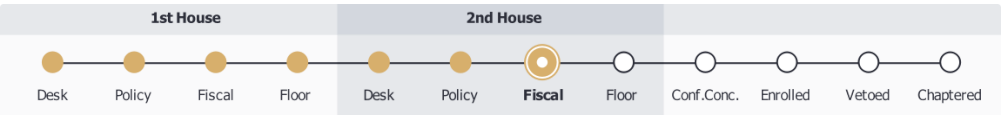
SB 772 (Cabaldon, D) **Infill Infrastructure Grant Program of 2019: applications: eligibility.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Last Amended: 07/17/2025

Status: 07/17/2025 - Read second time and amended. Re-referred to Com. on APPR.



Location: 07/16/2025 - Assembly Appropriations

Summary: Existing 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

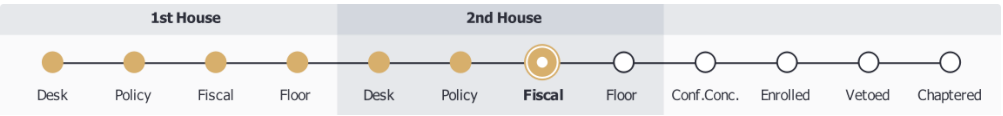
Attachment: Bill Report August 2025 (11853 : State Legislative Update)

area, or catalytic qualifying infill area. Existing law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, existing law defines a 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 are developed with urban uses. 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 developed with urban uses. (Based on 07/17/2025 text)

Organization: COG

Organization: SBCTA

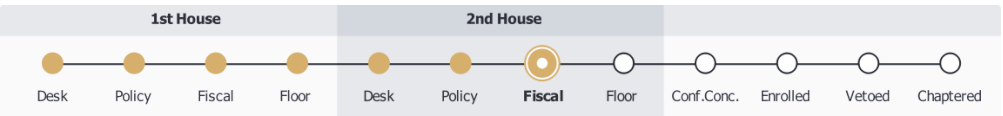
SB 786 (**Arreguín, D**) **Planning and zoning: general plan: judicial challenges.**
Current Text: 05/01/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 05/01/2025
Status: 07/16/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 3.) (July 15). Re-referred to Com. on APPR.



Location: 07/15/2025 - Assembly Appropriations
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. Current 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 current 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. The bill would extend the requirement that a court grant temporary relief, as described above, in any instance in which the court orders a continuance, rather than only if the court grants a continuance to a respondent. (Based on 05/01/2025 text)

Organization: COG

SB 800 (**Reyes, D**) **State overpasses: suicide prevention.**
Current Text: 07/09/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 07/09/2025
Status: 07/15/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (July 14). Re-referred to Com. on APPR.



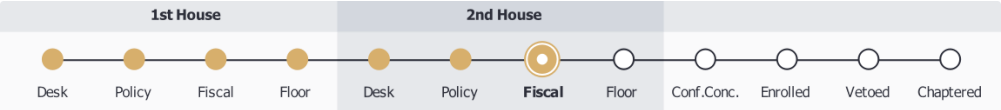
Location: 07/15/2025 - Assembly Appropriations
Summary: Would require the Department of Transportation, in consultation with affected local governments, to assess and determine appropriate mitigation measures to help prevent suicides on locally owned overpasses that cross over state highways, as specified. The bill would require the department to consult with the Office of Suicide Prevention on how to prioritize implementation of the mitigation measures. The bill would require the department to submit a report to the Legislature regarding its findings, as specified. (Based on 07/09/2025 text)

Organization: SBCTA
Position: Support

SB 827 (**Gonzalez, D**) **Local agency officials: training.**
Current Text: 05/12/2025 - Amended **HTML** **PDF**

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Introduced: 02/21/2025
Last Amended: 05/12/2025
Status: 07/17/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 16). Re-referred to Com. on APPR.

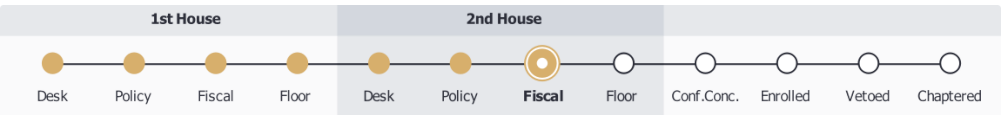


Location: 07/17/2025 - Assembly Appropriations
Summary: Existing law imposes ethics training on specified local agency officials. Existing law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Existing 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 months of commencing service. The bill would require the local agency to publish the training records on its internet website, as specified. This bill contains other related provisions and other existing laws. (Based on 05/12/2025 text)

Organization: COG

Organization: SBCTA

SB 840 (Limón, D) **Greenhouse gases: report.**
Current Text: 03/26/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025 (Spot bill)
Last Amended: 03/26/2025
Status: 07/15/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (July 14). Re-referred to Com. on APPR.



Location: 07/14/2025 - Assembly Appropriations
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)

Organization: COG

Organization: SBCTA

Total Measures: 85
Total Tracking Forms: 107

Attachment: Bill Report August 2025 (11853 : State Legislative Update)

Minute Action

AGENDA ITEM: 34

Date: September 3, 2025

Subject:
Trade Corridor Enhancement Program Baseline Agreement 26-1003378 and Contract 26-1003380 with WattEV for the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project

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

A. Authorize the Executive Director, or her designee, to approve and execute the Trade Corridor Enhancement Program (TCEP) Baseline Agreement No. 26-1003378 with the California Transportation Commission and the California Department of Transportation for the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project, subject to approval as to form by SBCTA General Counsel.

B. Authorize the Executive Director, or her designee, to approve and execute Contract No. 26-1003380 with WattEV CA12, Inc. for construction of a Zero-Emission Truck Charging Station in the City of Baker, which includes construction, testing, operation, and maintenance in a not-to-exceed amount of $10,542,805, to be funded with TCEP funds, for a seven-year term through April 16, 2032, subject to approval as to form by SBCTA General Counsel and prior environmental clearance of the project in accordance with TCEP funding restrictions.

Background:
In 2017, the State Legislature passed and the Governor signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. One of the statewide competitive programs funded by SB 1 is the Trade Corridor Enhancement Program (TCEP), targeted at $300 million per year. Administered by the California Transportation Commission (CTC), TCEP provides an ongoing source of State funding dedicated to freight-related projects. The program funds infrastructure improvements on federally designated Trade Corridors of National and Regional Significance on the Primary Freight Network and along corridors that have a high volume of freight movement.

On June 26, 2025, the CTC adopted the Program of Projects for the 2024 TCEP, where the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project was awarded $28.912 million, broken down by the bridge and zero-emission project components as $18.369 million and $10.543 million, respectively. While the funding application was submitted by San Bernardino County Transportation Authority (SBCTA), San Bernardino County will be the implementing agency for the bridge component, and SBCTA will be the implementing agency for the zero-emission component.

In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA (and San Bernardino County) must enter into a Baseline Agreement with the California Department of Transportation (Caltrans) and the CTC for any project receiving TCEP funds. The Baseline Agreement sets forth the agreed-upon expected project benefits, scope, schedule, and cost; it also provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans'

responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because the Baker Boulevard Bridge component has already obtained environmental clearance, the fully signed Baseline Agreement for this project must be approved by the CTC no later than the December 2025 CTC meeting. Environmental clearance by San Bernardino County is pending for the zero-emission component of the project. The Baseline Agreement deadline of December is still necessary for the earliest availability of CTC funding allocation.

Contract No. 26-1003380 with WattEV CA12, Inc. (WattEV) covers the construction of a publicly accessible Medium- and Heavy-Duty Electric Vehicle charging facility in the unincorporated community of the City of Baker. It will incorporate six commercial vehicle-specific Megawatt Charging System (MCS) 1.25MW chargers, two commercial vehicle-specific MCS 1.2MW chargers, and ten commercial vehicle-specific Combined Charging System 240kW chargers. The project will be 180,600 square feet and include 41 truck parking stalls. This project will support electric freight along Interstate 15, a SB 671 “Top 6” Corridor, located at the mid-point between Barstow, California and Las Vegas, Nevada.

The total estimated cost to construct the charging facility is $15,061,150. The TCEP dollars will fund $10,542,805 of this cost, with WattEV funding the matching 30% or $4,518,345 of the total estimated cost of construction. The agreement stipulates that WattEV will operate and maintain the site for a minimum of five-years after construction acceptance by SBCTA. Construction acceptance is expected by April 16, 2027, so the contract will terminate on April 16, 2032, which accounts for the five-year operation and maintenance period of the constructed charging facility.

Financial Impact:
Funding for the WattEV contract is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Trade Corridor Enhancement Program grant funds in Program 40, Project Delivery.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board without prior committee review to accommodate the timeframe required by the CTC for the Baseline Agreement approval. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Responsible Staff:
James Mejia, Management Analyst III

Contract Summary Sheet

General Contract Information

Contract No: 26-1003378 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: Caltrans/CTC

Description: TCEP Baseline Agreement for Baker Blvd Bridge and Zero-Emission Infrastructure Project

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	-	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**-**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**-**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11820

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A N/A

Zero Dollar MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 12/04/2025 Expiration Date: 06/30/2029 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: $ -
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Jeffery Hill
Project Manager (Print Name)

Krisit Harris
Task Manager (Print Name)

Additional Notes:
Est State Date: The Dec'25 CTC date where the Baseline Agreement will be presented for approval.
Exp Date: The FY end of the Bridge Component estimate closeout report (5/1/2019).

Attachment: CSS 26-1003378 Baker Blvd Baseline Agreement (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

STATE OF CALIFORNIA - CALIFORNIA TRANSPORTATION COMMISSION
CTC-0001 (REV. 03/2023)

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project

Resolution

(to be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☐ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☑ Trade Corridor Enhancement Program

2. PARTIES AND DATE

2.1 This Project Baseline Agreement (Agreement) effective on (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, San Bernardino County Transportation Authority, and the Implementing Agency, SBCTA and San Bernardino County, sometimes collectively referred to as the "Parties".

3. RECITAL

3.1 Whereas at its 6/26/2025 meeting the Commission approved the Trade Corridor Enhancement Program and included in this program of projects the Baker Boulevard Bridge and Zero-Emission Truck Infrastru..., the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as ***Exhibit A***, the Project Report attached hereto as ***Exhibit B***, the Performance Metrics Form, if applicable, attached hereto as ***Exhibit C***, as the baseline for project monitoring by the Commission.

3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.

4.2 To adhere, as applicable, to the provisions of the Commission:

- ☐ Resolution , "Adoption of Program of Projects for the Active Transportation Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Local Partnership Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated
- ■ Resolution TCEP G-25-42, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated 6/26/2025

Attachment: 26-1003378 TCEP Baseline Agreement Form_DRAFT (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.

4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.

4.5 SBCTA and San Bernardino County agrees to secure funds for any additional costs of the project.

4.6 SBCTA and San Bernardino County agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the projec including scope, cost, schedule, and anticipated benefits/performance metric outcomes.

4.7 Caltrans agrees to prepare program progress reports on a on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.

4.8 SBCTA and San Bernardino County agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.

4.9 SBCTA and San Bernardino County agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.

4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost
See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope
See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Performance Metrics
See Performance Metrics Form, if applicable, attached as Exhibit C.

5.4 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*

In the event of a cost overrun on a department nominated project, the department retains full discretion to determine whether and to what extent it will cover any additional costs, on a case-by-case basis. Any decision to provide funding for a cost overrun will be based on a thorough evaluation of the project's circumstances, including but not limited to the project's alignment with state priorities, the cause and nature of the overrun, and the project's financial management plan.

Projects must demonstrate responsible financial management, including taking appropriate steps to control costs and prevent further increases. The department reserves the right to deny funding for cost overruns at its sole discretion, particularly when cost escalations are deemed unreasonable or avoidable, or when no concrete plan is in place to mitigate future risks.

The Department will only consider supplemental TCEP funding on one phase per project. For example, if a project has a cost increase in PS&E or RW, the state will not consider funding a cost increase in Construction. The state's contribution to the overrun, shall not exceed 20% of the original TCEP state share contributions at the time of TCEP adoption as identified in the Project Programming Request (PPR) at the time of Baseline agreement.

Attachments:

Exhibit A: Project Programming Request Form
Exhibit B: Project Report
Exhibit C: Performance Metrics Form *(if applicable)*

Attachment: 26-1003378 TCEP Baseline Agreement Form_DRAFT (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Project Name: Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project

Resolution:

(to be completed by CTC)

Carolyn Schindler
Executive Director, SBCTA
Project Applicant

Date

Carolyn Schindler
Executive Director, SBCTA
Implementing Agency

Date

District Director
California Department of Transportation

Date

Tony Tavares
Director
California Department of Transportation

Date

Executive Director
California Transportation Commission

Date

Attachment: 26-1003378 TCEP Baseline Agreement Form_DRAFT (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

ADDITIONAL SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Project Title: Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project

Resolution: _____

(to be completed by CTC)

_____ _____

Dawn Rowe — Date

Chair, Board of Supervisors (San Bernardino County)

Implementing Agency

_____ _____

_____ Date

_____

Project Applicant

_____ _____

_____ Date

_____

Project Applicant

Attachment: Supplemental BA signature page_San Bernardino County (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380

Fact Sheet: Baker Boulevard Bridge and Zero-Emission Truck Infrastructure

Application for TCEP 2024: San Bernardino County Transportation Authority

Project Location: Baker is a small community in unincorporated San Bernardino, an important stopover for trucking and other travelers on Interstate 15, located mid-way between Las Vegas and San Bernardino. The implementing agency for the bridge component will be San Bernardino County, while SBCTA will implement the zero-emission component.

Project Scope: The bridge component will replace the existing two-lane, long-timber bridge on Baker Boulevard over the Mojave River, with a new four-lane structure, center median, 10-foot shoulders, and sidewalks on both sides. The existing bridge is approaching 100 years old, and maintenance costs are increasing. The project will also construct a 7 megawatt charging station for zero-emission trucks at a site northeast of the bridge on Baker Blvd. It is a collaborative effort by SBCTA, the County of San Bernardino and WattEV, the purposes of which are to:



- Provide better mobility and safety for this disadvantaged community and circulation for trucks and travelers on I-15 stopping for food, fuel, and rest.
- Address infrastructure resilience (the bridge is well past its expected functional life).
- Preserve the ability of Baker Blvd. to serve as an alternate route in the event of I-15 closures.
- Provide a strategic location for truck charging along I-15

Project Cost: Total Project Cost - $44,856,150.

TCEP Request: $28,911,805 total - $18,369,000 for Baker Bridge - $10,542,805 for truck charging

Project Schedule:	PA&ED:	PS&E/RTL:	R/W:	Begin CON:	End CON:
Baker Bridge:	06/25/2025	02/23/2026	11/21/2025	06/02/2026	06/02/2028
Truck Charging:	08/29/2025	12/20/2025	01/10/2026	02/13/2026	04/16/2027

Project Benefits:

- **Congestion Reduction:** Eliminates a 1.24 mile detour, in the event the bridge is lost, saving $87 million in combined travel time and vehicle operating costs over the analysis period.

Attachment: Baker Fact Sheet TCEP (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

- **Economics and the Environment** – Generates $105 million in benefits over costs and a benefit/cost ratio of 3.50. It will create almost 600 jobs from the infrastructure investment and protects and maintains Baker's Main Street for its residents.

- **VMT and Air Quality** – Reduces VMT by 127 million relative to the no-build scenario in which the bridge (carrying over 9000 vehicles/day) is ultimately lost. Coupled with the Truck Charging Station, the project will eliminate 241,000 metric tons of GHG emissions.
- **Equity:** The U.S. Census shows Baker's population as 553. The population is 86 percent Hispanic, with a median age of 28.3 years and median household income of about $32,000 (a third of the median income in California). The project will maintain and improve a critical arterial connection, the loss of which would be devastating to the economy of Baker. Feedback from outreach for the SBCTA Long-Range Multi-Modal Transportation Plan indicates that resiliency and air quality improvements such as this bridge replacement and truck charging station will be highly valued by this rural, disadvantaged community. The project promotes improved safety for motorized and non-motorized travel by including sidewalks and shoulder buffer for cyclists.
- **Advanced Technology –** Deploys Megawatt Charging Standard to allow 20-minute charging for medium and heavy-duty electric trucks
- **Zero-Emissions Infrastructure** – Key component for accelerating the transition of zero-emission trucks on a "Top 6" freight corridor in the CTC's SB 671 Clean Freight Corridor Efficiency Assessment.
- **Outreach and workforce development for Baker community** – Any investment in Baker is welcome, and the combination of the bridge replacement and truck charging facility will help to modernize Baker's infrastructure, provide local construction jobs, and give the community a rare opportunity for greater exposure and boost for local businesses. Baker's signature attraction is the "world's tallest thermometer." While this is worth a stop in itself, the bridge and truck charging station investments will secure the community's future accessibility and provide additional ongoing job opportunities and training. The implementation team (County and WattEV) are both committed to investing in workforce development and job quality for the Baker community. This will include services to help train, place, and retain individuals in jobs to support ongoing charging station operations and green energy.



World's Tallest Thermometer, 2003

Attachment: Baker Fact Sheet TCEP (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.e**

ePPR-6507-2024-0007 v1.1

Amendment (Existing Project) ☐ YES ☒ NO				Date	08/14/2025 14:36:43
Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☒ TCEP ☐ STIP ☐ Other					
District	EA	Project ID	PPNO	Nominating Agency	
08			1349	San Bernardino County Transportation Authority	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou					
				MPO	Element
				SCAG	Local Assistance
Project Manager/Contact			Phone	Email Address	
Mervat Mikhail, P.E.			909-387-7917	mmikhail@dpw.sbcounty.gov	

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Bridge Component

Location (Project Limits), Description (Scope of Work)

Location: The Bridge Component of the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project is located on Baker Boulevar Between Mill Road and SR-127 in the unincorporated community of Baker in San Bernardino County.

Description: The overall Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane structure with a center median, 10-foot shoulders, and sidewalks on both sides and will provide a contribution to zero-emission fueling infrastructure for trucks at a site near the intersection of Baker Boulevard and Van Ella Road.

This ePPR is for the Baker Boulevard bridge replacement.

Component	Implementing Agency
PA&ED	San Bernardino County
PS&E	San Bernardino County
Right of Way	San Bernardino County
Construction	San Bernardino County

Legislative Districts					
Assembly:	34	Senate:	19	Congressional:	23

Project Milestone	Existing	Proposed
Project Study Report Approved	07/03/2024	
Begin Environmental (PA&ED) Phase		08/29/2023
Circulate Draft Environmental Document Document Type (ND/MND)/CE		01/03/2025
Draft Project Report		02/03/2025
End Environmental Phase (PA&ED Milestone)		06/25/2025
Begin Design (PS&E) Phase		06/26/2025
End Design Phase (Ready to List for Advertisement Milestone)		02/23/2026
Begin Right of Way Phase		06/26/2025
End Right of Way Phase (Right of Way Certification Milestone)		11/21/2025
Begin Construction Phase (Contract Award Milestone)		06/02/2026
End Construction Phase (Construction Contract Acceptance Milestone)		06/02/2028
Begin Closeout Phase		05/01/2028
End Closeout Phase (Closeout Report)		05/01/2029

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Date 08/14/2025 14:36:43

Purpose and Need

The Baker Boulevard Bridge and Zero-Emission Infrastructure Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane concrete and steel structure with a center median, 10-foot shoulders, and sidewalks on both sides. It is a collaborative effort by SBCTA and San Bernardino County, the purposes of which are to:

- Improve structure safety and operations through replacement of the existing bridge and approach roadways.
- Improve safety for all users, both motorized and non-motorized
- Provide a parallel and complementary rural freight corridor to Interstate 15 in the unincorporated community of Baker.

Project Need: Baker Boulevard functions as the main street in the unincorporated community of Baker in San Bernardino County. It is in the process of being designated as a Critical Rural Freight Corridor (CRFC), which connects directly to I-15, a Trade Corridor of National and Regional Significance on the federal Primary Freight Network. Baker Boulevard is a critical component of the local circulation system, but it also acts as an important waystation for auto and truck traffic traversing the desert between Southern California and Las Vegas. Approximately 95 AADT use this bridge daily, including 40.8% trucks. The existing bridge over the Mojave River was originally built in 1931 as a 93-foot 5-span simple-supported stringer timber bridge. Located 800 feet west of SR-127, it was repaired and lengthened to 408 feet in 1938, as a 22-span timber bridge. Timber railing and plywood planking on the sidewalk is worn and deteriorating. The project will replace the existing two-lane, long-timber bridge with a new four-lane concrete and steel structure that matches the cross-section of Baker Boulevard between the bridge a SR-127.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ N

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
Bridge / Tunnel	Local reconstructed bridge/tunnels	SQFT	43,863
Operational Improvement	Shoulder widening	EA	2
ADA Improvements	New sidewalk	LF	2,806

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Date 08/14/2025 14:36:43

Additional Information

Performance Indicators and Metrics - shows the combined benefits of both project components; Bridge (ePPR-6507-2024-0007), and Zero-Emission (ePPR-6507-2024-0008).

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
Congestion Reduction	TCEP	Change in Daily Vehicle Hours of Delay	Hours	35.8	570.2	-534.4
	TCEP	Change in Daily Truck Hours of Delay	Hours	14.6	232.6	-218
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	0	0	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	0	0	0
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0.4	6.4	-6
			PM 10 Tons	0	2.8	-2.8
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO2)	Tons	7,290	247,920	-240,630
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	14.3	-14.3
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0.03	1	-0.97
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	205.7	-205.7
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	13.9	477	-463.1
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	583,000	0	583,000
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	3.5	0	3.5

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.e**

ePPR-6507-2024-0007 v1.1

District	County	Route	EA	Project ID	PPN
08	San Bernardino County				134

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Bridge Component

Existing Total Project Cost ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Implementing Agency
E&P (PA&ED)									San Bernardino County
PS&E									San Bernardino County
R/W SUP (CT)									San Bernardino County
CON SUP (CT)									San Bernardino County
R/W									San Bernardino County
CON									San Bernardino County
TOTAL									
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)	1,000							1,000	
PS&E		865						865	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			27,930					27,930	
TOTAL	1,000	865	27,930					29,795	

Fund #1:	Local Funds - Local Measure (Committed)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)	1,000							1,000	
PS&E		865						865	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,000	865						1,865	

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Fund #2:	RSTP - STP Local (Committed)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			9,561					9,561	
TOTAL			9,561					9,561	

Fund #3:	SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									TCEP Regional funds
PS&E									Program Code: 20.30.210.320
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			18,369					18,369	
TOTAL			18,369					18,369	

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.e**

ePPR-6507-2024-0008 v1.2

Amendment (Existing Project) ☐ YES ☒ NO | Date 08/25/2025 16:02:04

Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☒ TCEP ☐ STIP ☐ Other

District	EA	Project ID	PPNO	Nominating Agency
08			1349	San Bernardino County Transportation Authority

County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou					
				MPO	Element
				SCAG	Local Assistance

Project Manager/Contact	Phone	Email Address
Jeffery Hill	909-884-8276	jhill@gosbcta.com

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Zero-Emission Component

Location (Project Limits), Description (Scope of Work)

Location: The Zero-Emission Component of the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project will be located at the Southeast Corner of State Route 127 and Sheridan Avenue in the unincorporated community of Baker in San Bernardino County.

Description: The overall Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane structure with a center median, 10-foot shoulders, and sidewalks on both sides and will provide a contribution to zero-emission fueling infrastructure for trucks at the Southeast Corner of State Route 127 and Sheridan Avenue site. See "Additional Information" section for more details.

This ePPR is for the Zero-Emission Component.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	34	Senate:	19	Congressional:	23

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		08/01/2025
Circulate Draft Environmental Document Document Type CE		08/10/2025
Draft Project Report		08/10/2025
End Environmental Phase (PA&ED Milestone)		08/29/2025
Begin Design (PS&E) Phase		10/01/2025
End Design Phase (Ready to List for Advertisement Milestone)		12/20/2025
Begin Right of Way Phase		01/02/2026
End Right of Way Phase (Right of Way Certification Milestone)		01/10/2026
Begin Construction Phase (Contract Award Milestone)		02/13/2026
End Construction Phase (Construction Contract Acceptance Milestone)		04/16/2027
Begin Closeout Phase		05/16/2027
End Closeout Phase (Closeout Report)		08/16/2027

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Date 08/25/2025 16:02:04

Purpose and Need

The Baker Boulevard Bridge and Zero-Emission Infrastructure Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane concrete and steel structure with a center median, 10-foot shoulders, and sidewalks on both sides. It is a collaborative effort by SBCTA and San Bernardino County, the purposes of which are to:

- Improve structure safety and operations through replacement of the existing bridge and approach roadways.
- Improve safety for all users, both motorized and non-motorized
- Provide a parallel and complementary rural freight corridor to Interstate 15 in the unincorporated community of Baker.

Project Need: Baker Boulevard functions as the main street in the unincorporated community of Baker in San Bernardino County. It is in the process of being designated as a Critical Rural Freight Corridor (CRFC), which connects directly to I-15, a Trade Corridor of National and Regional Significance on the federal Primary Freight Network. Baker Boulevard is a critical component of the local circulation system, but it also acts as an important waystation for auto and truck traffic traversing the desert between Southern California and Las Vegas. Approximately 95 AADT use this bridge daily, including 40.8% trucks. The Zero-Emission Component of the Project will build a MHDEV fueling station that will become a part of a larger network of stations to encourage the use of MHDEVs. This component of the Project is needed to support the demand and use of a zero-emission fleet necessary to meet the State's GHG reduction goals.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ N

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
ZEV infrastructure	Number of DC charging ports	Each	18
ZEV infrastructure	Number of Locations with ZEV infrastructure	Each	1
ZEV infrastructure	Number of vehicle stalls available for charging	Each	18
ZEV infrastructure	Simultaneous EV charging capacity	kW	4,900

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Additional Information

Scope of Work continued:

The Zero-Emission Component of the project includes:
- Deployment of one publicly accessible charging facility to support MHDEV transportation
- Installation of six Gen-3 1.25MW megawatt charging standard (MCS) chargers and two Gen-2 1.2MW MCS chargers, all containing eight MCS dispensers, and 10 combined charging standard (CCS) dispensers capable of charging 32,321 trucks per year at full capacity
- Amenities at the charging stations including bathrooms and security features

Performance Indicators and Metrics - shows the combined benefits of both project components; Bridge (ePPR-6507-2024-0007), and Zero-Emission (ePPR-6507-2024-0008).

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
Congestion Reduction	TCEP	Change in Daily Vehicle Hours of Delay	Hours	35.8	570.2	-534.4
	TCEP	Change in Daily Truck Hours of Delay	Hours	14.6	232.6	-218
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	0	0	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	0	0	0
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0.4	6.4	-6
			PM 10 Tons	0	2.8	-2.8
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO2)	Tons	7,290	247,920	-240,630
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	14.3	-14.3
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0.03	1	-0.97
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	205.7	-205.7
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	13.9	477	-463.1
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	583,000	0	583,000
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	3.5	0	3.5

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.e**

ePPR-6507-2024-0008 v1.2

District	County	Route	EA	Project ID	PPN
08	San Bernardino County				134

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Zero-Emission Component

Existing Total Project Cost ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Implementing Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E		345						345	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			14,716					14,716	
TOTAL		345	14,716					15,061	

Fund #1:	Local Funds - Private Funds (Committed)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E		345						345	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,173					4,173	
TOTAL		345	4,173					4,518	

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

Fund #2:	SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									TCEP Regional funds Program Code: 20.30.210.320
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			10,543					10,543	
TOTAL			10,543					10,543	

Attachment: EXHIBIT A PPRs (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard

BRIDGE TYPE SELECTION REPORT

BAKER BOULEVARD BRIDGE OVER THE MOJAVE RIVER

EXISTING BR. NO. 54C-0127



Prepared for:

SAN BERNARDINO COUNTY

San Bernardino County
Department of Public Works

REGISTERED PROFESSIONAL ENGINEER
ROB BURNS
NO. 6289
EXP. 3-31-26
STRUCTURAL
STATE OF CALIFORNIA

Prepared by:

DOKKEN ENGINEERING

110 Blue Ravine Road
Folsom, CA 95630
(916) 858-0642

OCTOBER 1, 2024

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

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ATTACHMENTS

Attachment A Structure General Plans

Attachment B Structure Alternative Estimates

Attachment C Preliminary Foundation Report

Attachment D Draft Hydrology, Hydraulics and Scour Analysis Report

Attachment E Design Criteria Worksheet

Attachment F County Speed Zone Resolutions

Attachment G SBC Flood Control District ACCESS Ramp Alternatives

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1. INTRODUCTION

San Bernardino County (County) is proposing to replace the existing two-lane Baker Boulevard Bridge (Bridge No. 54C-0127) over the Mojave River with a four-lane bridge structure to meet current County Policy Map Roadway designation as a Major Arterial Highway to improve safety and operations along the facility (Project). Project Stakeholders include the County, County Flood Control District, Caltrans and the Baker Community Service District.

The bridge is located within the unincorporated community of Baker in San Bernardino County, approximately 600 feet south-west of SR-127 along Baker Boulevard (formerly known as SR-31). The original 90'-0" long bridge constructed in 1931 was subsequently rehabilitated and lengthened, and the associated channel section below excavated and widened in 1939 in response to a 1938 flood event. The current structure is a 408'-0" long, 28'-10" wide, 22-span timber bridge with a reinforced concrete deck and asphalt overlay. Both abutments have a concrete backwall behind timber columns with a concrete cap supporting the timber stringers. Figures 2 and 3 show the project vicinity and location maps.

Per County Road Planning and Design Standards, design speed for a Major Highway in the desert on flat terrain is 60 mph. However, the proposed bridge lies within an established speed zone of 35 mph that takes into consideration Baker Community Services District request, adjoining residential and commercial businesses on both sides along with projected growth and increase in traffic volume. See Attachment H for SBC Board Resolution 2001-125. Baker Boulevard is not designated as a STAA truck route, but there is potential for future designation given the high truck utilization along the route and proximity to Interstate 15 and Highway 127 which is a designated STAA Terminal Access Route. Baker Boulevard is primarily used by trucks and residents to access food, fuel, lodging, and repair services. The 2022 ADT for the bridge is 9,559 vehicles per day and the 2045 projected ADT is 15,074 vehicles per day with 30% truck traffic.



Figure 1: Existing Baker Boulevard Bridge

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To facilitate construction, Temporary construction easements are needed outside existing County right-of-way in adjacent privately owned parcels located upstream of the bridge and within County Flood Control District property downstream.

A Draft Hydrology, Hydraulics and Scour Analysis Report was completed (Attachment D) to determine the anticipated flow and water surface elevation for the Q_{100} storm event to design the replacement bridge to meet FHWA hydraulic conveyance recommended guidelines.

PA&ED and PS&E are funded through San Bernardino County Transportation Authority (SBCTA) Measure I Major Local Highway Projects (MLHP) funds. Construction will be funded using a combination of MLHP, and Surface Transportation Program (STP) and alternate funds yet to be determined.

The estimated base construction cost is $17 million. Adding contingencies, construction management and escalation yields a total estimated 2026 construction cost of approximately $28 Million. Funding identified to be allocated for construction using MLHP and STP funds is currently set at $15 million. STP Construction funds are programed for FY 25/26 requiring the project to be advertised for construction prior to the end of 2025.

The objective of this Type Selection Report is to obtain consensus for the recommended structure type, span configuration, typical section and vertical profile. Dokken Engineering recommends a **405-ft, 10-span cast-in-placed reinforced slab bridge founded on driven precast pile extensions.** A summary of the anticipated project construction costs for the recommended Project is included in the table below:

Table 1: Project Construction Costs

Bridge Construction Costs (w/ Mobilization)	$ 13,900,000
Roadway Costs (w/ Mobilization)	$ 3,200,000
Subtotal (Base Construction Cost)	***$ 17,100,000***
Contingency (25%)	$ 4,275,000
Construction Management (15%)	$ 2,565,000
Subtotal Construction Costs	**$ 23,940,000**
Escalation (@ 8% for 2-Years)	**$ 3,990,000**
Total 2026 Construction Cost	**$27,930,000**

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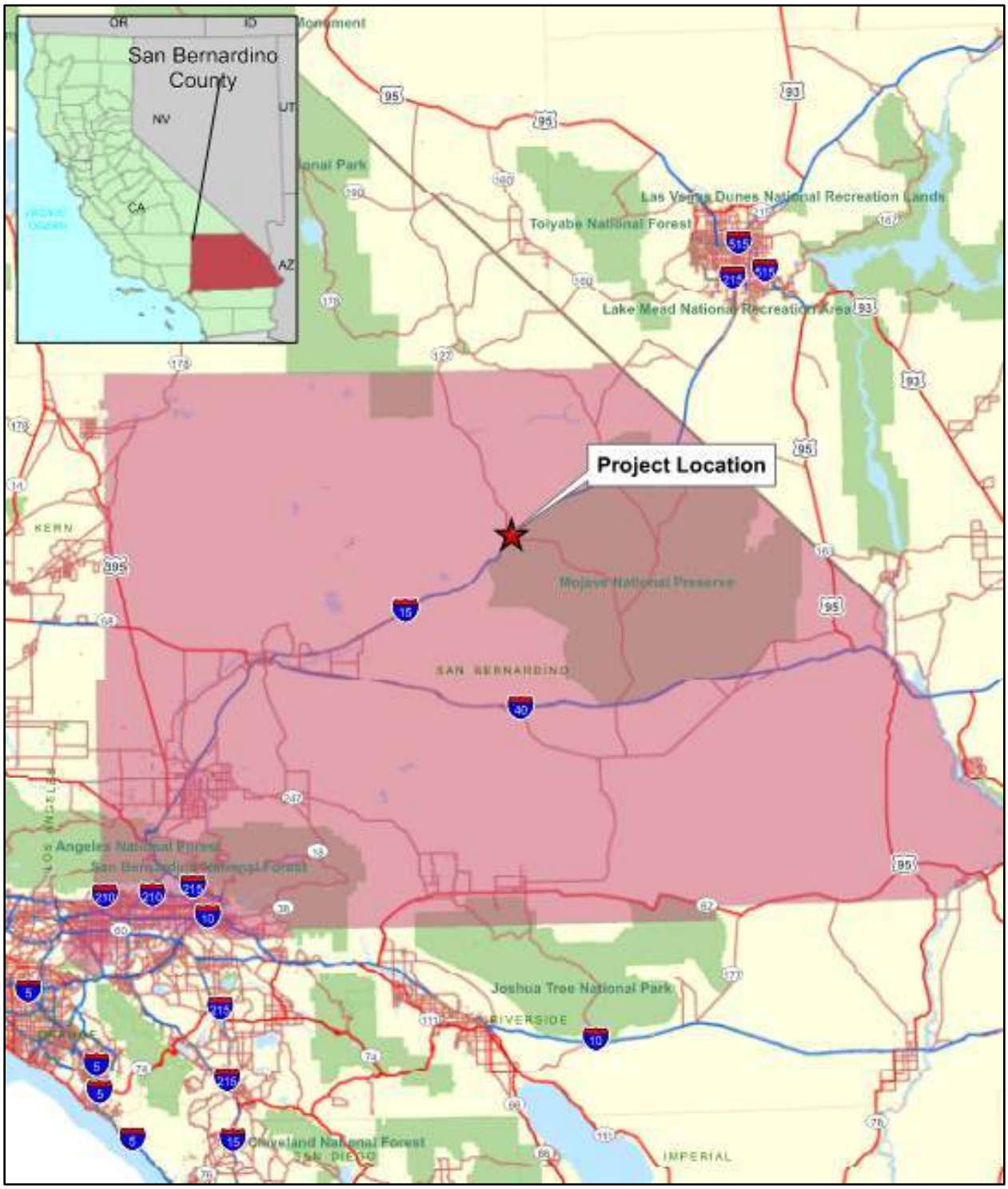


Figure 2: Project Vicinity

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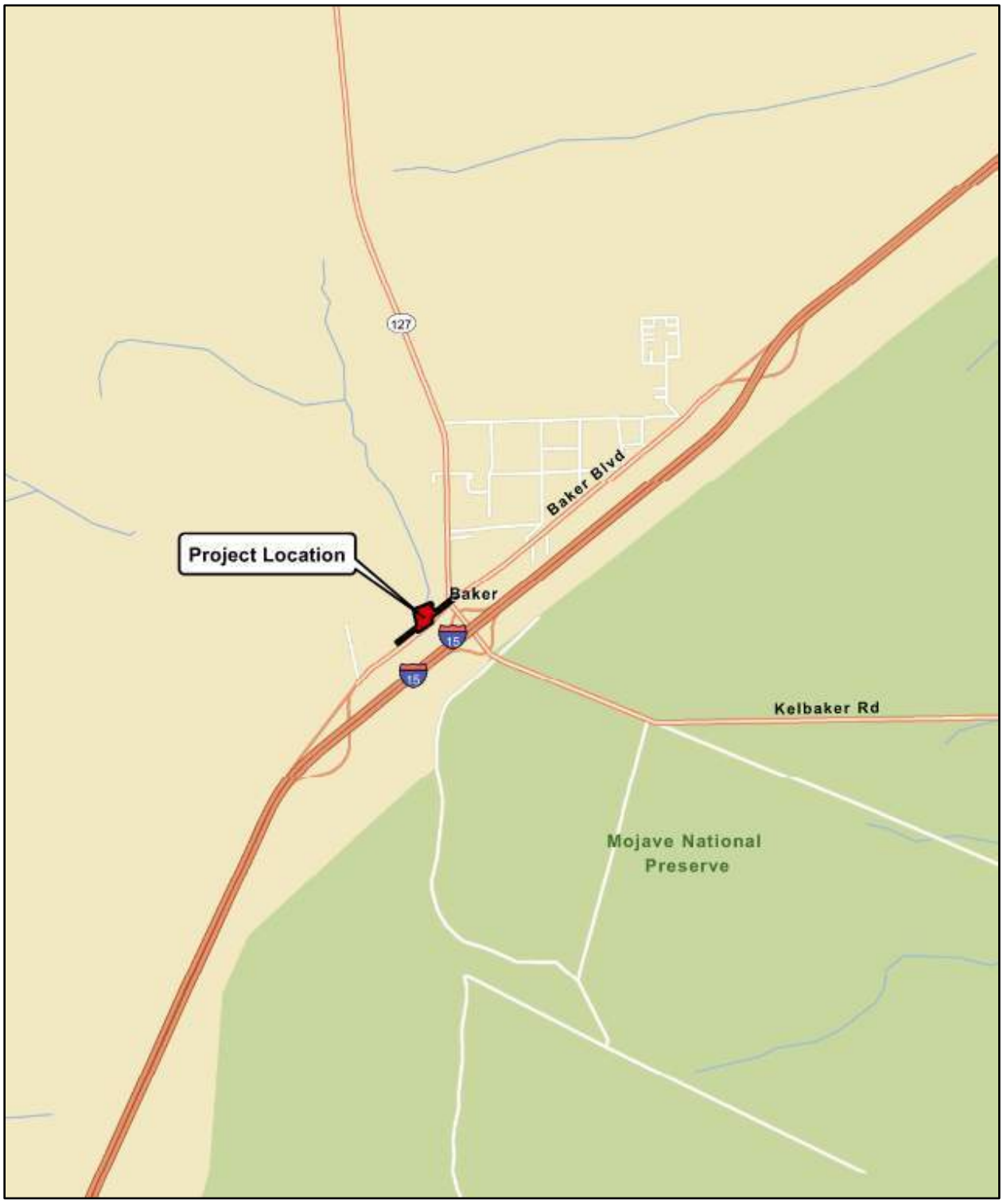


Figure 3: Project Location

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2. TYPE SELECTION RECOMMENDATIONS

Three structure types were considered during the development of this Type Selection Report: Cast-In-Place Reinforced-Concrete (CIP R/C) Slab, Precast-Prestressed (PC-PS) Voided Slabs, and reinforced concrete box culvert. Table 2 summarize the advantages, disadvantages and costs of each structure type considered.

Table 2: Structure Types Considered

Alternative	Structure Type	Advantages	Disadvantages	Bridge Construction Cost *
#1	Cast-In-Place Reinforced-Concrete (CIP R/C) Slab	• Lowest Construction Cost • Easy to accommodate Stage Construction • Maximum Hydraulic Conveyance	• Construction Time • Requires Falsework	$ 17,355,000
#2	Precast-Prestressed (PC-PS) Voided Slabs	• Reduced construction time. • Minimal Falsework • Easy to accommodate Stage Construction	• Higher Construction Cost	$ 18,634,000
#3	CIP-Reinforced Concrete Box Culvert	• Minimal Falsework • Reduced construction time	• Highest Construction Cost • Susceptible to scour • Requires overexcavation and recompaction	$ 18,836,000

**Cost includes Bridge Removal Mobilization and Contingency, See Attachment B.*

Structure Type #1 - CIP-R/C slab (Recommended Structure Type)

The recommended structure type is a CIP-R/C slab based on the low construction cost, low maintenance, and ease of construction. The recommended bridge is 10 spans with a total length of 405'-0" and span lengths of 40'-6". The total width pending selection of combination vehicular barrier and pedestrian railing with sidewalks on the bridge is 96'-4" with four 12'-0" lanes, 12'-0" median, 10'-0" shoulders, and installation of either Caltrans Standard Plan Type 732SW or 85SW barriers. Combination vehicular barrier and pedestrian railings with sidewalks along with the inclusion of tubular hand railing to satisfy bicycle railing height requirements is recommended given established speed zone encompassing the bridge is 35 mph; compliance with MASH (Manual for Assessing Safety Hardware) TL-2 testing levels for cars and trucks having speeds at 44 mph, and California State Department of Transportation, Caltrans, approval of these standards for posted speeds up to 45 mph - ref.: Caltrans 2023 Highway Design Manual Section 208.10 Bridge Barrier and Railings. The bridge deck/structure will be 1'-8" deep based on a minimum depth to span ratio of 0.040.

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Both abutment 1 and 2 will be diaphragm type abutments on driven pile foundations. The piers will be Pre-cast/Pre-stressed (PC/PS) pile extensions. A General Plan for the recommended structure type can be found in Attachment A.

A cast-in-place superstructure was selected as the project location is within 90 minutes of several concrete suppliers in Barstow, CA and Las Vegas, NV (Robertsons Ready Mix and Sierra Read Mix).

The recommended structure type, width, and span length is shown in table 3.

Table 3: Recommended Structure Type

Structure	Bridge No.	Width	Length	Comments
Baker Boulevard Bridge	54C-0127	96'-4"	405'-0"	10-Span Reinforced Concrete Slab Bridge

Structure Type #2 - PC/PS Voided Slab

The second structure type considered is a precast-prestressed (PC/PS) voided slab bridge with a composite cast-in-place (CIP) deck. With a span length of 40'-6", the total structure depth for this alternative is 1'-10" including both the 1'-4" deep precast slab units with a minimum depth to span (D/S) ratio of 0.03 and a 6" concrete topping slab. The recommended slab type is a type SII48. The PC/PS voided slabs will be constructed offsite, delivered to the project, and erected onto the CIP abutments. After girder erection, the 6" topping slab will be placed to provide transverse continuity and prevent cracking between the girders. The slabs would be designed as simply supported for deadload and continuous for live load. This structure type would minimize the amount of required falsework, but falsework would still be required for bent cap construction.

PC/PS Voided Slabs were not selected due to the increased cost and that the project delivery will not receive a large advantage for accelerated bridge construction since a 2-stage construction is easily accommodated in the site.

Structure Type #3 - CIP/RC Box Culvert

The third structure type considered is a cast-in-place reinforced concrete (CIP/RC) box culvert using Caltrans Standard Plans. To meet the minimum hydraulic conveyance requirements, a minimum height of 8ft with 14ft spans are required with a total of 26 cells. The culvert wall height will vary to meet the profile of the road.

To protect the structure from scour, a five to six feet deep cut off will be required. To ensure the soil has the correct bearing pressure resistance, it is recommended to over-excavate and re-compact the upper 4ft of soil due to the loose sands present in the existing channel bed.

The CIP/RC box culvert was not selected due to the high construction cost, extensive channel work, and long construction duration. Additionally, the site may be subject to deep scour which is costly and/or infeasible to address given the shallow foundations of a box culvert system.

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3. HYDRAULICS / HYDROLOGY

Only extreme Mojave River floods originating in the San Bernardino Mountains result in appreciable flow at the Baker Boulevard Bridge location, due to transmission into the alluvial aquifer along the river's approximate 110-mile (mi) length. Design flows at Afton, CA were evaluated the adjusted based on historical losses between Afton and Silver Lake, located just downstream of Baker, and synthetic hydrographs were developed based on historical flood events. Refer to Attachment D, Draft Hydrology, Hydraulics and Scour Analysis Report for additional information.

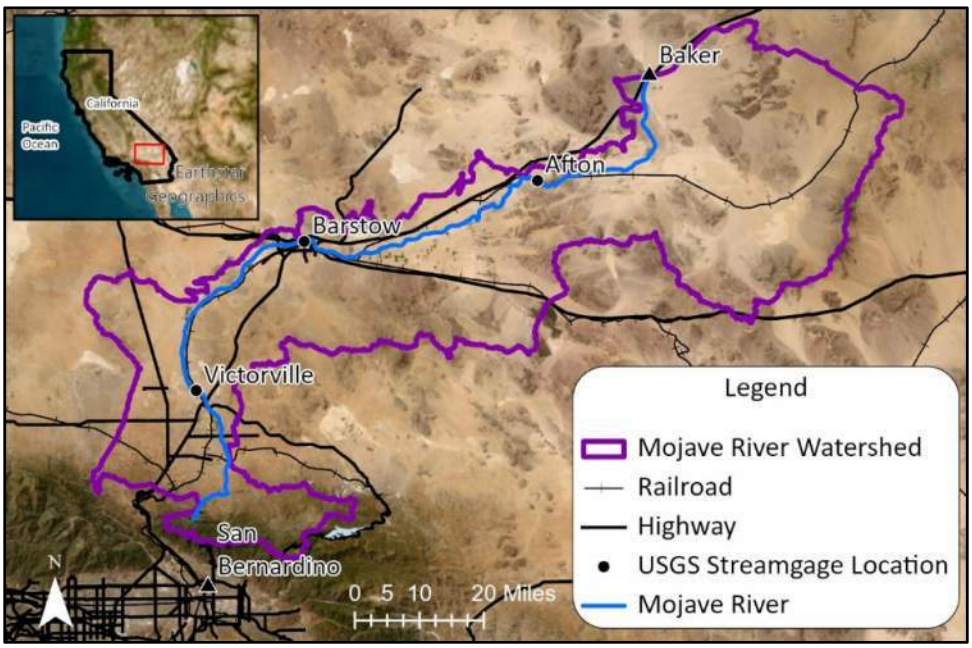


Figure 4: Mojave River Watershed and Key Features

Since the development of the Attachment D Report, additional analysis was performed to correlate known flows at Afton to the observed and documented flow events at Baker Blvd. Specific events include the 1938 event that washed out the 90-ft long 1931 bridge and a 2005 event in which the water surface at Baker approached the soffit of the 408-ft long 1939 bridge. Based on this further analysis, an attenuation and loss off 57% between Afton and Baker was established. After considering this loss, the design flood for the Baker Blvd Bridge has been set to the 100-year return period (85% confidence) which equated to a flow of 8,900 CFS and a water surface elevation = 928.0'. Note, this water surface is based on the post project construction condition and includes 656 CFS overtopping Baker Boulevard southwest of the proposed bridge. In the event of a future project to raise the entirety of Baker Boulevard above the 100-year water surface, this 656 CFS would be forced under the proposed bridge, resulting in a future 100-year water surface elevation = 928.23'. Therefore, the proposed bridge minimum soffit elevation will be set at 928.23'. The figure below shows the water surface for the design flood.

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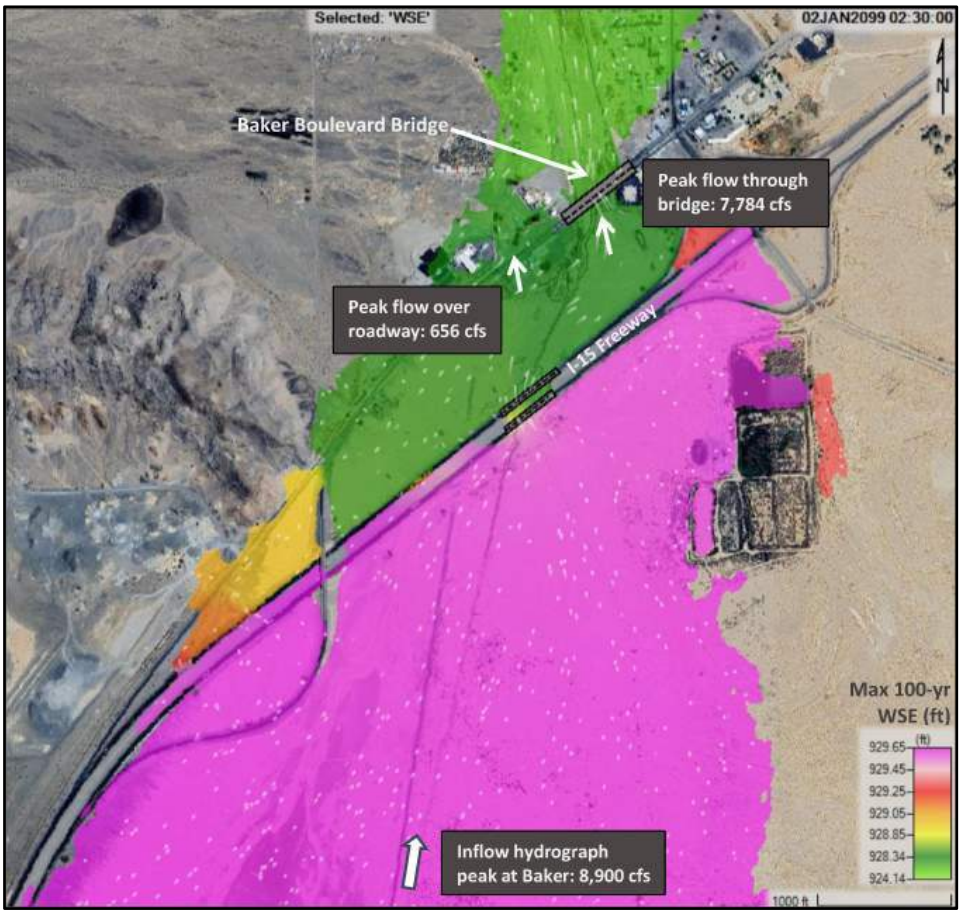


Figure 5: Mojave 100-year (85% Confidence) Water Surface at Baker Blvd (Post Construction Condition)

3.1. SBC Flood Control District Access Ramp

The project poses the possibility to construct a SBC Flood Control District ramp downstream of the bridge along the eastern levee for channel maintenance and to facilitate bridge inspection. The ramp, if accommodated, will include the following requirements:

- 24' wide commercial driveway approach from the roadway (Baker Blvd) per SBC current Std Plan 129 (modified to accommodate ADA access requirements within the public right-of-way)
- All-weather surface roadway extending from said approach within SBC FCD R/W
- 50' from the edge of the roadway R/W begin construction of a paved concrete ramp to the invert of the channel.
- Access ramp to the channel invert minimum of 15' wide with grade/slope not to exceed 10% per Detention Basin Design Criteria for SBC, Section 9.
- 20' Dike width alongside/parallel to the access ramp
- 30' long landing lying parallel to the channel embankment at the bottom of the ramp.
- Outside vehicle turning radius of 60' and an inside turning radius of 25' along the maintenance access road and at the terminus of the proposed landing within the channel.
- 15' horizontal access gate opening per SBC FCD SP 209 is 15'.

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4. SOIL CHARACTERISTICS AND FOUNDATION RECOMMENDATIONS

Earth Mechanics Inc. (EMI) completed preliminary site observations and prepared a summary of their findings in a Preliminary Foundation Report (PFR) found an Attachment E.

The project area lies within the Mojave Desert, a wedge-shaped region bounded by the right-lateral San Andreas fault system on the southwest, the left-lateral Garlock fault on the north, and the Colorado River on the east. Caught between these fault systems, the Mojave Desert region is undergoing active transgressional deformation and shortening.

Within the central part of the Mojave Desert, most faults are northwest-trending, right-lateral faults. These faults comprise the Eastern California Shear Zone, which allows for the transfer of plate motion between the San Andreas fault system and the Walker Lane Belt. The nearest fault to the project site is the Baker fault. The Baker fault is located approximately 3.5 miles west of the project site.

LOTBs were not available for the existing Baker Boulevard bridge but were available for the nearby West Baker Overcrossing. Based on these LOTBs, the site soils can be expected to be composed predominantly of fine-grained soils consisting of medium stiff to very stiff silt and clay. The fine-grained soils were underlined by dense to very dense coarse-grained soils consisting of sand and gravel. Groundwater is expected to be within 20ft of the riverbed surface.

Shallow and deep foundation types are compared and evaluated below:

- Shallow spread footing foundations are typically recommended when near surface soils are well compacted soil/clay or bedrock and not susceptible to large amounts of scour. Since the predominant soil type is anticipated to be fine-grained soils with deep scour, **spread footings are not recommended.**
- Due to the inability of using shallow foundations, Deep foundations must be considered:
    - **CIDH piles are not recommended** due to construction challenges associated with the anticipated high groundwater and the silty/sandy material. Groundwater would require the contractor to place the piles under slurry and the silty/sandy material would require temporary casing. Both would increase the construction cost and duration.
    - **Driven pile extensions are recommended for the Baker Boulevard Bridge replacement project**. Either PC/PS or steel pile extensions may be used. By using driven piles, the contactor does not have to mobilize extensive equipment/tools to facilitate drilling into silty/sandy soil with groundwater.

AASHTO Bridge Design Specifications require that the driven pile extension be placed below the total scour depth as shown in the figure below.

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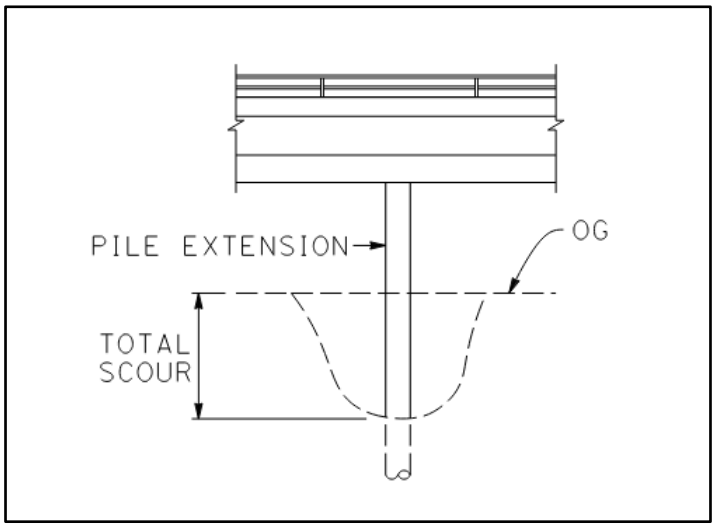


Figure 6: Pile Extensions in Scourable Material

Based on the bridge design criteria and calculated scour (from Section 3.2), **the recommended foundation types for both the abutments and piers to be supported with driven pile extensions.**

5. APPROACH ROADWAY DESIGN

Baker Boulevard is classified as a Major Highway with an Average Daily Traffic (ADT) of 9,559 (measured in 2022) and an expected future (2045) ADT of 15,074. Truck makes up 30% of the total vehicles.

San Bernardino County Standards and the Caltrans Highway Design Manual, the roadway section consists of the following:

- Four 12'-0" Lanes (2 in each direction)
- One 12'-0" Striped Median
- Two 10'-0" Shoulders
- Two 6'-2"Sidewalks
- Total approach roadway cross section width will be 92'-4".

AASHTO's A Policy of Geometric Design of Highways and Streets and San Bernadino County standards are being used for the design of the roadway approaches. Dokken prepared the proposed Project Design Criteria Worksheet included as Attachment E. Baker Boulevard in its ultimate configuration is classified as a Major Highway. Per San Bernardino County Desert Design Guidelines, a design speed of 60 mph is identified for flat terrain. However, AASHTO discusses that on rural higher speed roads it is appropriate to have a speed reduction/transition zone approaching smaller towns and communities. San Bernadino County also passed a resolution in 2001 to establish a 35 mph speed zone on Baker Blvd through the project vicinity. Additionally, the California MUTCD and CVC Section 22358.8 provide additional justification for retaining the existing 35 MPH posted speed limit. The County Speed Zone Resolutions are included in Attachment F. The profile of the roadway is being raised approximately 1.5 feet at the bridge location to permit passage of the 1 percent

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probability flood, 100-year event, within the channel section below without freeboard - ref.: 2023 Caltrans Highway Design Manual Section 821.3 Selection of Design Flood. To maintain geometric consistency, the vertical profile element of the roadway will comply where feasible with the minimum design speed denoted in the San Bernardino County Desert Design Guidelines for a Major Highway.

The existing bridge is a flat profile, however the proposed replacement bridge will include a vertical with a highpoint at the center of the bridge to provide slopes for positive surface drainage.

5.1. Driveway Conforms

Immediately east of the bridge on the south side of Baker Blvd there is a commercial center with a Taco Bell and Chevron gas station. The two driveways accessing this center will require reconstruction as the proposed approaches will be above existing grade. The Taco Bell driveway has the most significant grade difference as it is the first driveway off the bridge and the profile has not yet conformed to the existing grade. This first driveway will be conformed with grades less than 10%, likely 6-8% max. The second driveway, accessing the Chevron is located much closer to the vertical conform and will be designed with grades of 5% or less. Between these two driveways, immediately behind the existing sidewalk there is a large concrete pad within the gas station lot. This area appears to be used for additional parking and potentially turning and maneuvering of the gas trucks refilling the station's tanks. In order to maintain this area at the same grade as the existing lot, a retaining curb along the back of proposed walk will be utilized. This retaining curb would be less than 1 foot in height, but will likely require a pedestrian railing or at the very least a detection curb.

Prior to 65% design, truck turns will be run at the gas station driveway and lot to confirm that the gas tanker trucks will still be able to access the stations tanks. Dokken will also work with the County to contact the station to confirm how exactly trucks access the existing tanks.

5.2. Approach Railing

For the posted speed/established speed zone of 35 mph, sufficient Clear Recovery Area meeting AASHTO recommended guidelines exist to justify non-inclusion of approach railing. Accident data also does not identify need at this location - ref. Attachment I SWITRS Crash Listing, 12/06/2022. In addition, site conditions restrict inclusion of approach railing without significant modification to standards and/or deviation in standard application. To accommodate a design speed of 60 mph, a design exception for Length of Need will be required at the northeast corner of the bridge, the westbound approach. The full length of need of railing cannot be provided due to the location of the SBC Flood Control District maintenance access driveway. The location of the access driveway has been pushed as far east as possible while still staying within the County's right of way. The standard 25 foot transition railing and a standard terminal system can be provided prior to the levee access driveway, however there is not adequate space for the additional length or railing required to satisfy the length of need requirement. In addition, special attention needs to be given to structure approach railing placed behind concrete curb. When vehicles strike a curb that can vault off the pavement and change the position of impact to the approach railing. For this

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reason it is not advisable to have approach railing behind sidewalk unless the modified curb shape shown in figure below is used. There could be precedence to remove the approach railing or use a shorter nonstandard system as AASHTO Roadside Design Guide states that guardrailing should be used with curb heights of no more than 4 inches high, but only if the guardrail is flush to the curb. If the guard rail is not flush to the curb than it should have a minimum offset of 13 feet form the curb face.

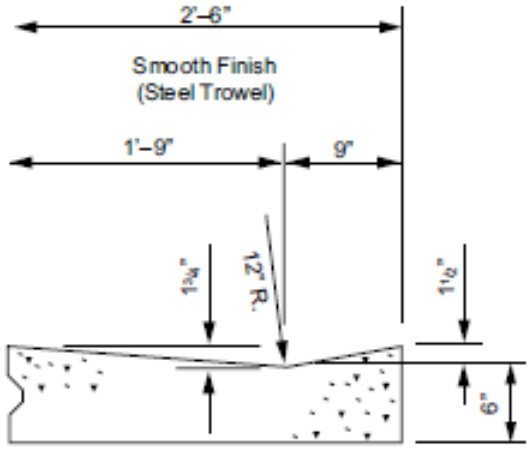


Figure 7: Laydown Curb required for use offset from approach guard railing

5.3. Channel Access Ramp

Construction of an access ramp to the channel invert would facilitate maintenance and inspection efforts of the San Bernardino Flood Control District and that of San Bernardino County Transportation for the bridge. Downstream access can be provided on the east side of the channel from a driveway on the westbound side of the road. Access Ramp design options which match the Flood Control District's standards are included in Attachment G. Due to the skew of the channel pushing the ramp further towards the private property parcel lines, constructing the ramp such that the required landing is within the toe of the channel bank, i.e. outside of the channel bottom, would only be possible if a retaining wall were constructed between the access ramp and the top of dike or the approach railing depicted is eliminated with proposed driveway from the roadway moved closer to the bridge abutment. Alternatively, Placing the landing within the channel bottom provides adequate offset between the top of dike and the landing to construct 2h:1v slope.

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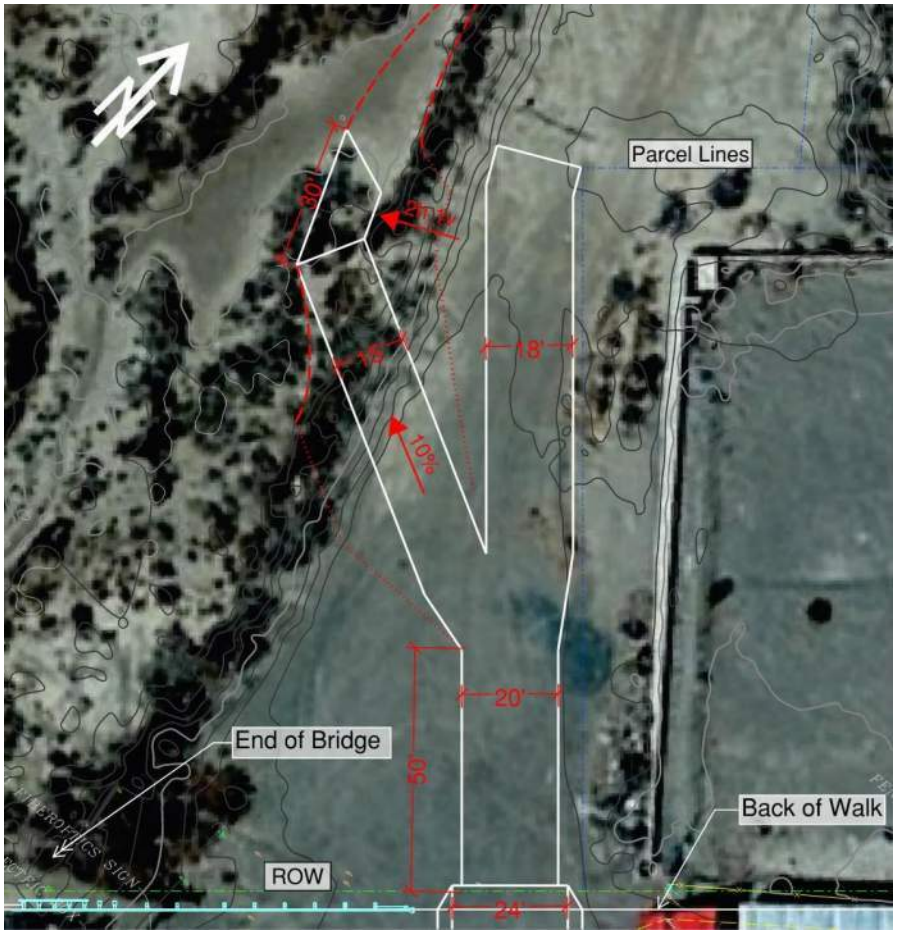


Figure 8: Proposed Channel Access Ramp

6. DESIGN SPECIFICATIONS

Design of the Baker Boulevard Bridge Replacement Project will be in conformance with:

- San Bernardino County Standards
- San Bernardino County Flood Control District Standards
- AASHTO LRFD Bridge Design Specifications (8th Edition, 2017)
- Caltrans Amendments to the 8th Edition AASHTO LRFD Bridge Design Specifications
- Caltrans Seismic Design Criteria (Version 2.0, dated April 2019, with October 2019 Interim Revisions)
- Caltrans Highway Design Manual (HDM)
- AASHTO Roadside Design Guide
- Caltrans Traffic Safety Systems Guidance, March 2019

7. CONSTRUCTION CONSIDERATIONS

7.1. Vertical Clearances and Falsework

The recommended alternative utilizes cast in place concrete and will require the installation of temporary falsework. Since the Baker Bridge does not cross over any pedestrian,

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vehicular, or railroad traffic, the only horizontal and vertical falsework restrictions will be to allow for the passage of river flows.

7.2. Staged Construction and Traffic Control

The new Baker Bridge will be constructed on the same alignment as the existing structure requiring staged construction. It's anticipated that the new structure can be constructed in three stages. Stage 1 will construct a new structure to the North of the existing structure. In Stage 2, traffic will be diverted on the newly built portions of the structure, allowing the contractor to remove the existing bridge and construct the remaining section of the Baker Boulevard. Stage 3 will construct the remaining traffic barrier.

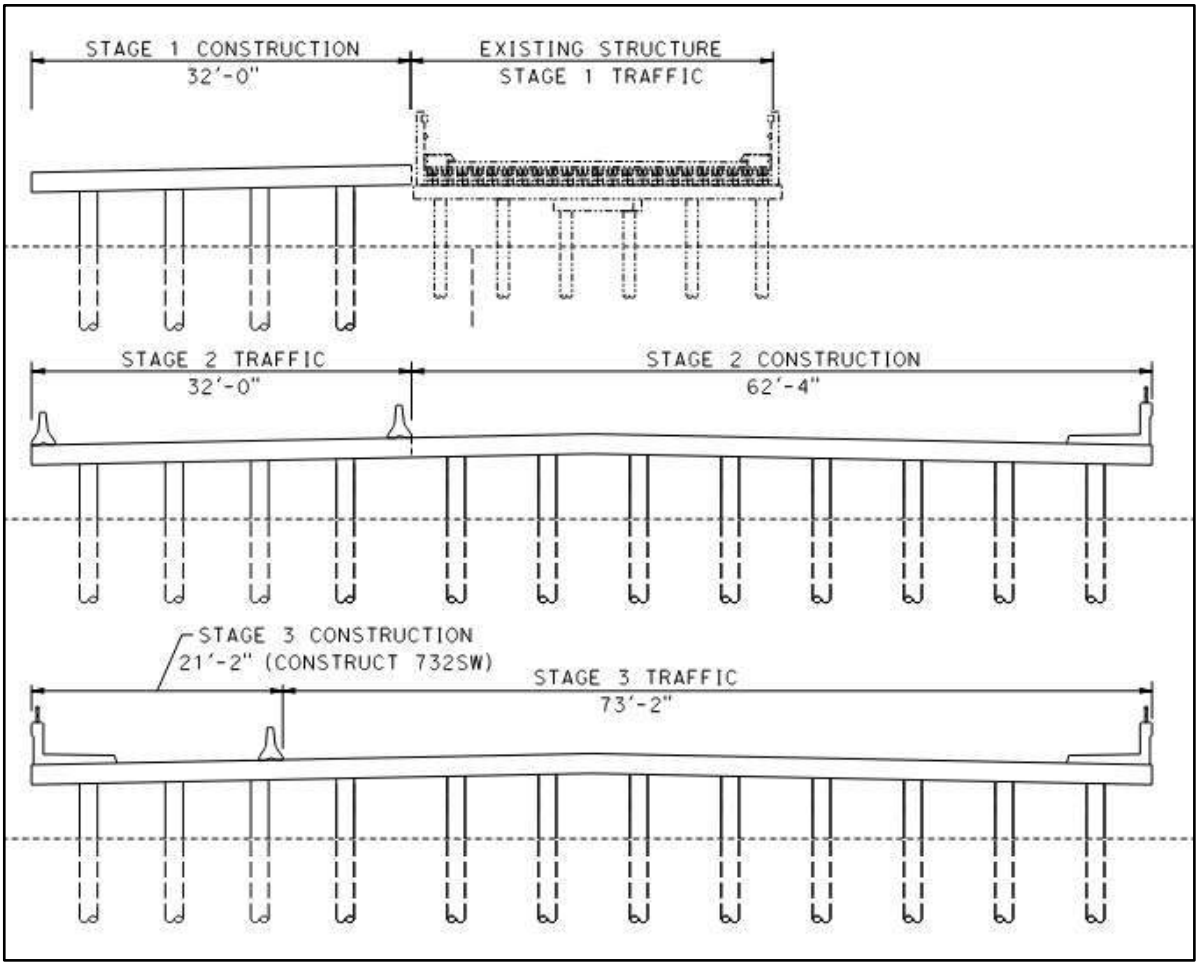


Figure 9: Staged Construction

7.3. In-Water Construction

It is anticipated that the Mojave River Channel will be dry during the duration of the construction, but if there is any water flowing through the construction area it will be handled with a temporary creek diversion system. Sandbags will be used to divert roadway surface run-off to the channel keeping the surrounding work areas dry.

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7.4. Substructure

Abutments Given the low profile of the bridge and recommended CIP R/C slab, diaphragm type abutments are recommended.

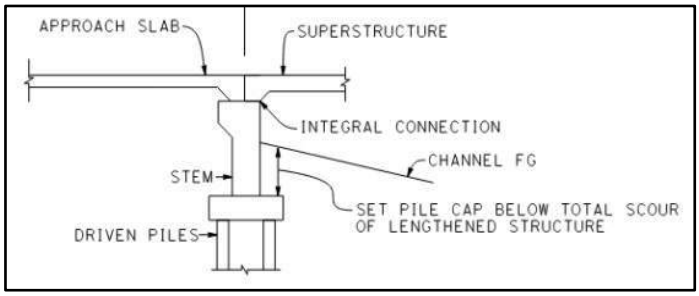


Figure 10: Abutment Details

Piers The piers will be driven PC/PS pile extensions connected to the superstructure with integral connections.

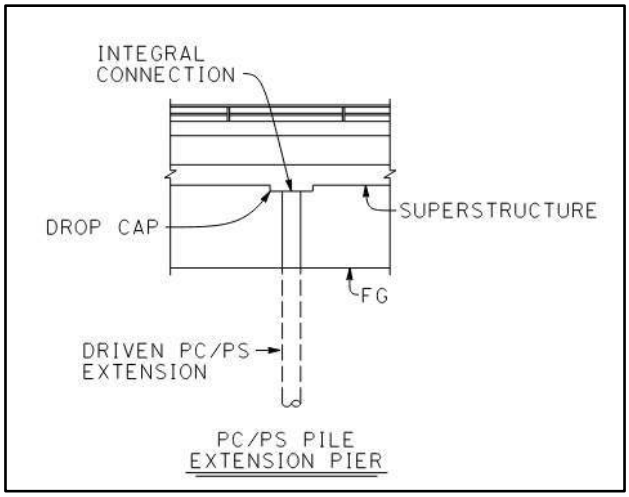


Figure 9: Pier Details

8. CORROSION

According to the Caltrans Corrosion Guidelines, soils are considered corrosive if the pH is 5.5 or less, or chloride content is 500 parts per million (ppm) or greater, or sulfate content is 1,500 ppm or greater. No corrosion data was available at the time of this report. Based on the LOTB of nearby structures, the predominant material in the area is Clay which tends to be corrosive. The corrosive nature of the soil will be determined after site-specific borings are completed. If determined to be corrosive, appropriate mitigation measures will be used which typically include increased concrete cover or coated reinforcement.

9. PROJECT ADMINISTRATION & PERMITTING

The County will oversee the contract administration, advertisement, and award for this project.

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9.1. Environmental Permitting

Avoidance, minimization, and/or mitigation measures outlined in the Initial Study with Proposed Mitigated Negative Declaration will be implemented. Prior to construction, the following environmental permits will be required:

- Section 401 Water Quality Certification from the Lahontan Regional Water Quality Control Board
- Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife

Note, a Section 404 Permit is not required for the project as the U.S. Army Corps of Engineers does no have jurisdiction within the project limits.

10. HAZARDOUS MATERIALS

A Phase I Hazardous Waste Initial Assessment (ISA) will be developed for the project. Based on the findings of this assessment, a Phase II assessment will then be completed. It is anticipated that the following hazardous wastes are within the project area:

- Lead Containing Paint within the existing traffic stripes.
- Asbestos in the bearing pads of the existing structure.
- Aerially Deposited Lead (ADL) due to its high ADT and proximity to gas stations.

11. UTILITIES AND EXISTING FEATURES

The following utilities and signage will require relocation, refer to Attachment A for locations relative to the proposed bridge:

- SCE Overhead Powerlines
- Telecommunications Lines (attached to the existing structure)
- Water Line (attached to the existing structure)
- Chevron and Taco Bell Signage
- Irrigation Lines
- Fire Hydrant



Figure 10: Utilities and Signage requiring relocation.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

12. BRIDGE RAILING

As discussed in Section 5, the posted speed/established speed zone is 35 MPH. Based on the posted speed and proposed roadway section, a MASH approved Test Level 2 combination sidewalk and barrier system with a minimum height of 42" for cyclist protection is recommended.

Both the Type 732SW and Type 85SW concrete barrier systems from the 2023 Caltrans Standard Plans meet these requirements. The 85SW is recommended primarily for aesthetics and is included the Structure General Plans in Attachment A.

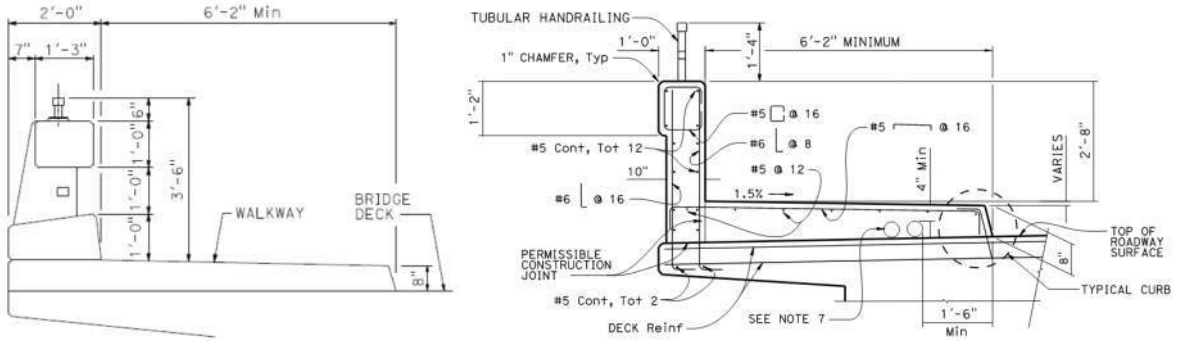


Figure 13: Concrete Barrier Type 85SW (Left) and Type 732SW (Right) Typical Section

13. BRIDGE LIGHTING

According to the AASHTO Roadway Lighting Guide, "It may be desirable to provide fixed source lighting on long bridges in urban and suburban areas even though the approaches are not lighted . On bridges without full shoulder, lighting enhances both safety and utility of the bridges. Where bridges are provided with sidewalks for pedestrian movements, lighting is warranted for pedestrian safety and policing."

For this reason and the existing lighting along Baker Blvd adjacent to the bridge, bridge lighting is proposed. The Structure General Plans in attachment A include luminaires on each edge of the bridge deck at an approximate spacing of 200' and alternating between upstream and downstream edge of deck. This spacing is based on standard lighting spacing for Major Highways and will provide adequate light to comply with the requirements of ANSI/IES RP-8, *Recommended Practice for Lighting Roadway and Parking Facilities*.

14. AESTHETICS

The recommended structure type, a cast-in-place reinforced concrete slab, can easily incorporate various architectural treatments including form liners, veneers, stains, and integrally colored concrete.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

15. STRUCTURE DATA TABLE

The following table summarizes the design features that will be included with recommended alternative:

Table 4: Structure Data Table

Structure Type	Cast-In-Place Reinforced Concrete Slab
Spans	10 Spans (40'-6" Each)
Structure Depth	1'-8"
Abutments	Diaphragm Type
Construction Sequence	Stage 1 (North Side of Bridge): Excavate and construct abutment footings. Construct abutment stems. Place falsework & forms for slab Pour Concrete. Place Barriers and construct approach roadway. Move traffic to new alignment and bridge. Stage 2 (Demo Existing Bridge and Construct Remaining Portion) Remove existing bridge. Excavate and construct abutment footings. Construct abutment stems. Place falsework & forms for slab Pour Concrete. Place Barriers and construct approach roadway. Grade channel and place RSP.
Freeboard Requirements	2'-0" over 50-year flood and clear 100-year flood
Vertical Clearance	Controlled by Freeboard
Barriers	Type 732SW or 85SW
Slope Paving	None
Deck Protection	N/A
Temperature Range	10° F to 80° F per AASHTO LRFD Section 3.12.2.1
Joints	Type B Joint Seal @ Hinge, MR = 1½"
Utilities	Relocated Telecommunication Lines (in new sidewalk); Relocated Waterline (mounted to bridge preferred, optional buried below channel bed); Relocated Overhead Electrical (in bridge deck preferred, optional buried below channel bed or overhead)

16. PROJECT FUNDING

The Project Approval, Environmental Document and Final Design phases are funded by SBCTA Measure I Major Local Highway Project (MLHP). Funding for construction has been programmed for fiscal year 25/26 with a combination of Measure I MLHP and STP funding and funds yet to be determined. Due to STP funding appropriation constraints, construction funds must be obligated in FY 2025/2026 requiring advertisement prior to December 31, 2025 to award the construction contract by July 2026. Based on the current cost estimate, additional funds will be required to construct the project. See project funding summary table below.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Table 5: Project Funding Summary

Funding	Phase				Total
	PA/ED	PS&E	ROW	CON	
Measure I	$1,000,000	$865,000	-	$5,512,000	$7,377,000
STP	-	-	-	$9,561,000	$9,561,000
Other (TBD)	-	-	-	$2,027,000	$2,027,000
Total	**$1,000,000**	**$865,000**	**-**	**$17,100,000**	**$18,965,000**

17. PROJECT SCHEDULE

Based on the funding timeline discussed in the previous section, the project must be ready to bid by the end of 2025. The design team has committed to the following project milestones:

Table 6: Project Milestones

Environmental Document	Environmental Permitting	Final Design	Right of Way	Construction Advertisement
July 2025	November 2025	November 2025	November 2025	December 2025

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Baker Boulevard Bridge - Environmental Document Links

SCH Number 2025030204: https://ceqanet.lci.ca.gov/Project/2025030204

- Notice of Determination: https://ceqanet.lci.ca.gov/2025030204/2
- Mitigated Negative Declaration: https://ceqanet.lci.ca.gov/2025030204

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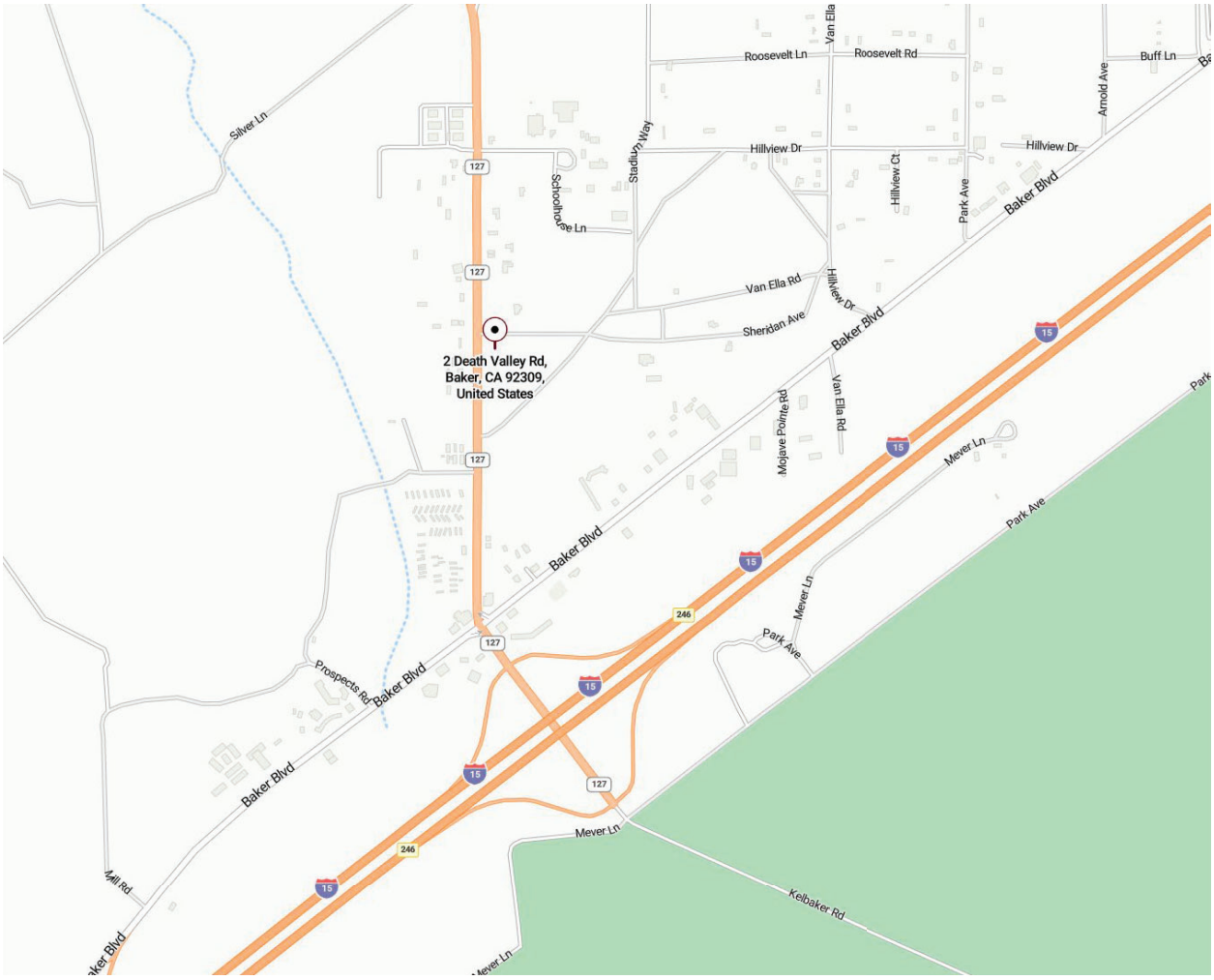
PROJECT REPORT EQUIVALENT

Project Title Baker Boulevard Bridge and Zero-Emission Truck Infrastructure

Project Location Description *SEC SR 127 and Sheridan Avenue, Baker, CA 92309*

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Vicinity Map



Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

I, *Steven Smith, Director of Planning,* have been given full authority by San Bernardino Transportation Authority to prepare this report. I certify that the information and data contained in this report are true to the best of my knowledge and belief and I understand that disciplinary action may be taken in the event that the following information are found to be falsified.

Steven Smith 8/14/25

Steven Smith — Date

Director of Planning
Title

San Bernardino Transportation Authority
Agency/Company

I have reviewed the information contained in this report and find the data and information to be complete, current, and accurate.

Steven Smith 8/14/25

Steven Smith, Director of Planning — Date

San Bernardino County Transportation Authority
Agency

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

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Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

1. INTRODUCTION

Detailed Project Description/Scope: Describe the proposed project in detail. This should be the alternative that was selected during the environmental process.

Project Limit/Footprint	*SEC SR 127 and Sheridan Avenue, Baker, CA 92309*
Total Project Cost	*$15,061,150*
Outputs	• *Number of DC Charging:18* • *Number of locations with ZEV Infrastructure: 1* • *Number of Vehicle Stalls Available for Charging: 18* • *Simultaneous EV Charging Capacity: 4,900 KW*
Outcomes	*The deployment of a state-of-the-art megawatt charging station*
Environmental Determination or Document	CEQA- Notice of Exemption (anticipated)

2. BACKGROUND

Baker is a small community in unincorporated San Bernardino, an important stopover for trucking and other travelers on Interstate 15, located mid-way between Las Vegas and San Bernardino. The bridge component will replace the existing two-lane, long-timber bridge on Baker Boulevard over the Mojave River, with a new four-lane structure, center median, 10-foot shoulders, and sidewalks on both sides. The existing bridge is approaching 100 years old, and maintenance costs are increasing. The project will also construct a state-of-the-art charging station for zero-emission trucks at a site northeast of the bridge on Baker Blvd. It is a collaborative effort by SBCTA, the County of San Bernardino and WattEV, the purposes of which are to:

Provide better mobility and safety for this disadvantaged community and circulation for trucks and travelers on I-15 stopping for food, fuel, and rest.

Address infrastructure resilience (the bridge is well past its expected functional life).

Preserve the ability of Baker Blvd. to serve as an alternate route in the event of I-15 closures.

Provide a strategic location for truck charging along I-15

3. Purpose and Need

Purpose:

The purpose of this project is to construct a publicly accessible medium- and heavy-duty battery-electric vehicle (MHDEV) charging station to add to existing infrastructure that is necessary to create a network that will enable zero-emission goods movement throughout California.

Need:

A. Problem, Justification (purpose and need)

Transportation creates nearly 30% of greenhouse gas emissions in the United States. The switch to cleaner alternatives to power vehicles is necessary to both reduce greenhouse gas emissions and meet the State's aggressive climate goals.

Current legislation in California related to climate change and reducing greenhouse gas emissions has increased the need for clean transportation technologies such as battery electric vehicle charging infrastructure.

WattEV is a California-headquartered company that is revolutionizing the transportation industry through large scale deployments of sustainably powered, affordable, and conveniently accessible MHDEV charging infrastructure. The installation of MHDEV at the Baker location will add to a network that will expand across Southern California, enabling zero-emission goods movement throughout California. The construction of battery electric vehicle charging infrastructure is necessary as the production and use of electric vehicles increases. In order to make the switch to electric vehicles, a vast network of battery electric vehicle charging stations must be built to support the increase in these vehicles. The Baker station will help to complete that network.

B. Regional and System Planning

Transitioning regional auto and truck fleets to zero-emission is a high priority of the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and incentive programs of the state agencies. The 2020 RTP/SCS includes an entry in the project list covering all counties with the RTP ID of 7160003 and title "Zero-Emission Goods Movement." While specific sites for zero-emission charging/fueling were not identified in the RTP/SCS (that is up to vendors in collaboration with public permitting agencies), there is direct provision for the charging/fueling infrastructure as proposed for the Baker site.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

C. Traffic- Not Applicable, as this project is off-system and is a non-capacity enhancing project.

4. ENVIRONMENTAL CLEARANCE DESCRIPTION (attach full environmental documents. See Section 12. Attachments)

CEQA- Notice of Exemption (anticipated)

5. CONSIDERATIONS REQUIRING DISCUSSION (if not applicable, state N/A and justification)- SECTION 5- NOT APPLICABLE

5A. Hazardous Waste

Discuss hazardous waste at project site and disposal methods.

5B. Value Analysis

Discuss the value analysis conducted. If not conducted, explain why

5C. Resource Conservation

Discuss plan to conserve resources (e.g., salvage, recycle, etc.) during construction

5D. Right-of-Way Issues

Discuss Right-of-Way including utilities, railroad involvement, acquisition of property, temporary easements, etc.

5E. Environmental Compliance

Summarize environmental compliance required for project including CEQA, NEPA, categorical exemption. Include Environmental Document as an attachment

5F. Air Quality Conformity

Was an air quality conformity analysis completed? If not, explain

5G. Title VI Considerations

Was Title VI taken into consideration? Explain

5H. Noise Abatement Decision Report

Was a noise abatement decision report developed? Are noise impacts anticipated? If yes, what measures will be taken?

6. FUNDING, PROGRAMMING AND ESTIMATE

Funding

Discuss the project funding and include one of the following statements:

The total estimate for the construction phase of this project is $15,061,150.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Trade Corridor Enhancement Program (TCEP) funds in the amount of $10,542,805 will be used to fund construction as well as $4,518,345 in private funds.

It has been determined that this project is not eligible for Federal-aid funding as the project only cleared the CEQA process and not the NEPA process.

Programming
Complete Option 1 or Option 2

***Option 1**: Complete the following table for each funding source. Consult with the project manager to determine the fiscal funding year, the escalated estimates, and the escalation rates. Enter funding sources, estimates, adjust fiscal year designations as needed, and state any key assumptions including the escalation rates used.*

Fund Source	Fiscal Year Estimate								
	Prior	23/24	24/25	25/26	26/27	27/28	28/29	Future	Total
Component	In thousands of dollars ($1,000)								
PA&ED Support									
PS&E Support									
Right-of-Way Support									
Construction Support									
Right-of-Way									
Construction									
Total									

Option 2: Complete the following table and include all fund sources. *Enter funding source, estimates for each component, and state any key assumptions including whether funds are committed or uncommitted.*

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Fund Source	Project Component					
	PA&ED Support	PS&E Support	Right-of-Way Support	Construction Support	Construction	Total
SB1-SCCP						
SB1-TCEP					$10,542,805	$10,542,805
Local						
Federal-INFRA						
Private		$345,000			$4,173,000	$4,518,345
Total						$15,061,150

Estimate

Please see Attachment C – Engineer's Estimate.

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

7. DELIVERY SCHEDULE

Project Milestones	Milestone Date (Month/Day/Year)	Milestone Designation (Target/Actual)
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	8/1/2025	Actual
Circulate Draft Environmental Document – Document Type (ND/MND)/FONSI	8/10/2025	Actual
Draft Project Report	8/10/2025	Actual
End Environmental Phase (PA&ED Milestone)	8/29/2025	Target
Begin Design (PS&E) Phase	10/1/2025	Actual
End Design Phase (Ready to List for Advertisement Milestone)	12/20/2025	Target
Begin Right of Way Phase	1/2/2026	Target
End Right of Way Phase (Right of Way Certification Milestone)	1/10/2026	Target
Begin Construction Phase (Contract Award Milestone)	02/13/2026	Target
End Construction Phase (Construction Contract Acceptance Milestone)	04/16/2027	Target
Begin Closeout Phase	05/16/2027	Target
End Closeout Phase (Closeout Report)	08/16/2027	Target

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

8. RISKS

This project is not likely to encounter any risks of budget overruns. In case of such risk materializing, WattEV will take remedial actions to either attempt to reduce the cost or increase its share of match funding. Beyond this, the risks involve events beyond WattEV's control such as delay by the utility in energization at the site. That being said, WattEV successfully delivered 4 projects with Southern California Edison (SCE), and has been working extensively with the utility to mitigate delays on similar projects, which includes, in some cases, bi-weekly meetings with SCE and WattEV leadership.

9. EXTERNAL AGENCY COORDINATION (anticipated agreements)

The project requires the following coordination:

A funding agreement between SBCTA and WattEV will be required that will manage invoicing, reimbursement, and other terms as necessary.

10. ADDITIONAL INFORMATION

Not Applicable

11. ATTACHMENTS (Number of Pages)

List attachments with the number of pages, such as:

A. Project Programming Request PPR (6)
B. Approved Environmental Document (#) - Pending
C. Engineers Estimate (2)
D. Available project schematics or preliminary-design plans (2)

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.f**

ePPR-6507-2024-0008 v1.1

Amendment (Existing Project) ☐ YES ☒ NO | Date 08/14/2025 14:36:24

Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☒ TCEP ☐ STIP ☐ Other

District	EA	Project ID	PPNO	Nominating Agency
08			1349	San Bernardino County Transportation Authority

County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino Cou					
				MPO	Element
				SCAG	Local Assistance

Project Manager/Contact	Phone	Email Address
Jeffery Hill	909-884-8276	jhill@gosbcta.com

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Zero-Emission Component

Location (Project Limits), Description (Scope of Work)

Location: The Zero-Emission Component of the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project will be located at the South East Corner of State Route 127 and Sheridan Avenue in the unincorporated community of Baker in San Bernardino County.

Description: The overall Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane structure with a center median, 10-foot shoulders, and sidewalks on both sides and will provide a contribution to zero-emission fueling infrastructure for trucks at a site near the intersection of Baker Boulevard and Van Ella Road. See "Additional Information" section for more details.

This ePPR is for the Zero-Emission Component.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority
PS&E	San Bernardino County Transportation Authority
Right of Way	San Bernardino County Transportation Authority
Construction	San Bernardino County Transportation Authority

Legislative Districts

Assembly:	34	Senate:	19	Congressional:	23

Project Milestone		Existing	Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			08/01/2025
Circulate Draft Environmental Document	Document Type CE		08/10/2025
Draft Project Report			08/10/2025
End Environmental Phase (PA&ED Milestone)			08/29/2025
Begin Design (PS&E) Phase			10/01/2025
End Design Phase (Ready to List for Advertisement Milestone)			12/20/2025
Begin Right of Way Phase			01/02/2026
End Right of Way Phase (Right of Way Certification Milestone)			01/10/2026
Begin Construction Phase (Contract Award Milestone)			02/13/2026
End Construction Phase (Construction Contract Acceptance Milestone)			04/16/2027
Begin Closeout Phase			05/16/2027
End Closeout Phase (Closeout Report)			08/16/2027

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Date 08/14/2025 14:36:24

Purpose and Need

The Baker Boulevard Bridge and Zero-Emission Infrastructure Project will replace the existing two-lane, long timber bridge on Baker Boulevard with a new four-lane concrete and steel structure with a center median, 10-foot shoulders, and sidewalks on both sides. It is a collaborative effort by SBCTA and San Bernardino County, the purposes of which are to:

- Improve structure safety and operations through replacement of the existing bridge and approach roadways.
- Improve safety for all users, both motorized and non-motorized
- Provide a parallel and complementary rural freight corridor to Interstate 15 in the unincorporated community of Baker.

Project Need: Baker Boulevard functions as the main street in the unincorporated community of Baker in San Bernardino County. It is in the process of being designated as a Critical Rural Freight Corridor (CRFC), which connects directly to I-15, a Trade Corridor of National and Regional Significance on the federal Primary Freight Network. Baker Boulevard is a critical component of the local circulation system, but it also acts as an important waystation for auto and truck traffic traversing the desert between Southern California and Las Vegas. Approximately 95 AADT use this bridge daily, including 40.8% trucks. The Zero-Emission Component of the Project will build a MHDEV fueling station that will become a part of a larger network of stations to encourage the use of MHDEVs. This component of the Project is needed to support the demand and use of a zero-emission fleet necessary to meet the State's GHG reduction goals.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ N

Inc. Sustainable Communities Strategy Goals ☒ YES ☐ NO Reduce Greenhouse Gas Emissions ☒ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total
ZEV infrastructure	Number of DC charging ports	Each	18
ZEV infrastructure	Number of Locations with ZEV infrastructure	Each	1
ZEV infrastructure	Number of vehicle stalls available for charging	Each	18
ZEV infrastructure	Simultaneous EV charging capacity	kW	4,900

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Additional Information

Scope of Work continued:

The Zero-Emission Component of the project includes:
- Deployment of one publicly accessible charging facility to support MHDEV transportation
- Installation of six Gen-3 1.25MW megawatt charging standard (MCS) chargers and two Gen-2 1.2MW MCS chargers, all containing eight MCS dispensers, and 10 combined charging standard (CCS) dispensers capable of charging 32,321 trucks per year at full capacity
- Amenities at the charging stations including bathrooms and security features

Performance Indicators and Metrics - shows the combined benefits of both project components; Bridge (ePPR-6507-2024-0007), and Zero-Emission (ePPR-6507-2024-0008).

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
Congestion Reduction	TCEP	Change in Daily Vehicle Hours of Delay	Hours	35.8	570.2	-534.4
	TCEP	Change in Daily Truck Hours of Delay	Hours	14.6	232.6	-218
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	0	0	0
	TCEP	Change in Rail Volume	# of Trailers	0	0	0
			# of Containers	0	0	0
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	0	0	0
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0.4	6.4	-6
			PM 10 Tons	0	2.8	-2.8
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO2)	Tons	7,290	247,920	-240,630
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	14.3	-14.3
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0.03	1	-0.97
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	205.7	-205.7
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	13.9	477	-463.1
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	583,000	0	583,000
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	3.5	0	3.5

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID **34.f**

ePPR-6507-2024-0008 v1.1

District	County	Route	EA	Project ID	PPN
08	San Bernardino County				134

Project Title

Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project - Zero-Emission Component

Existing Total Project Cost ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Implementing Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E		345						345	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			14,716					14,716	
TOTAL		345	14,716					15,061	

Fund #1:	Local Funds - Private Funds (Committed)								Program Code
Existing Funding ($1,000s)									
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E		345						345	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,173					4,173	
TOTAL		345	4,173					4,518	

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

Fund #2:	SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)								Program Code
	Existing Funding ($1,000s)								
Component	Prior	24-25	25-26	26-27	27-28	28-29	29-30+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
	Proposed Funding ($1,000s)								Notes
E&P (PA&ED)									TCEP Regional funds
PS&E									Program Code: 20.30.210.320
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			10,543					10,543	
TOTAL			10,543					10,543	

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Attachment C – Engineers Estimate

Category	Description	SUM of Total
Contingency	Contingency	1500000
Contingency Total		1500000
BESS + Fire	BESS + Installation, and Fire Protection	0
BESS + Fire Total		0
Buildings	Convenience store & Restaurants	0
	Other buildings	0
	Rest Lounge Building	0
Buildings Total		0
Civil Work	Charging station Fence	119000
	Charging station Fence installation	59500
	Charging station motorized gates	35000
	Curbs, gutters, and stormwater	399000
	Disc Vegetation	9469.69697
	Grading Landscape	0
	Grading Roadway and Parking Areas	82500
	Mobilization	50000
	Paving type "A" asphalt HD 0.3' with 0.85' subgrade	1057500
	Paving type "A" asphalt LD 0.2' with 0.55' subgrade	0
	Rough grade cut and fill	45555.55556
	Septic System	120000
	Trash enclosure	30000
	Water and Utility	100000
Civil Work Total		2107525.253
Electric Equipment	Charge dispensers CCS	750000
	Charge dispensers MCS	190000
	GEN 3 - 1.2 MV Chargers	3228000
	Meta substation (3.6 MW)	0
	Passenger vehicle charging stalls	0
	PCS Power Unit	600000
	Utility MV Metering Gear	770000
Electric Equipment Total		5538000
Electric Equipment Installation	GEN 3 - 1.2 MV Installation	1614000
	Installation	385000
	Installation and cabling for CCS	375000
	Installation and cabling for MCS	95000
	Passenger vehicle charger installation	0
	PCS Power Unit Installation	300000

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with

Electric Equipment Installation Total		2769000
Engineering & Permitting	Architecture	0
	Civil	75000
	Electrical	180000
	Environmental	90000
Engineering & Permitting Total		345000
Landscape & Lighting	Landscape & Irrigation	150000
	Pylon and directional signage + Installation	250000
	Road striping & signage	30000
	Site lighting	240000
Landscape & Lighting Total		670000
Off-Site Improvement	Hot mix type "A" asphalt - Exc. - Sub. - Strip., etc.	117000
	Off Site grading	14625
Off-Site Improvement Total		131625
Solar	DER Switchgear	0
	Disk / Roll / Weed Abatement	0
	Inverters	0
	Solar field equipment installation	0
	Solar field Fence	0
	Solar field Fence installation	0
	Solar field grading	0
	Solar Panels	0
	Solar racking, and installation	0
	Testing & Commissioning	0
Solar Total		0
Utility	Power lines undergrounding	2000000
Utility Total		2000000
Grand Total		15061150.25

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with



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WattEV

Hwy-127 & Sheridan Ave.
Baker, CA 92364

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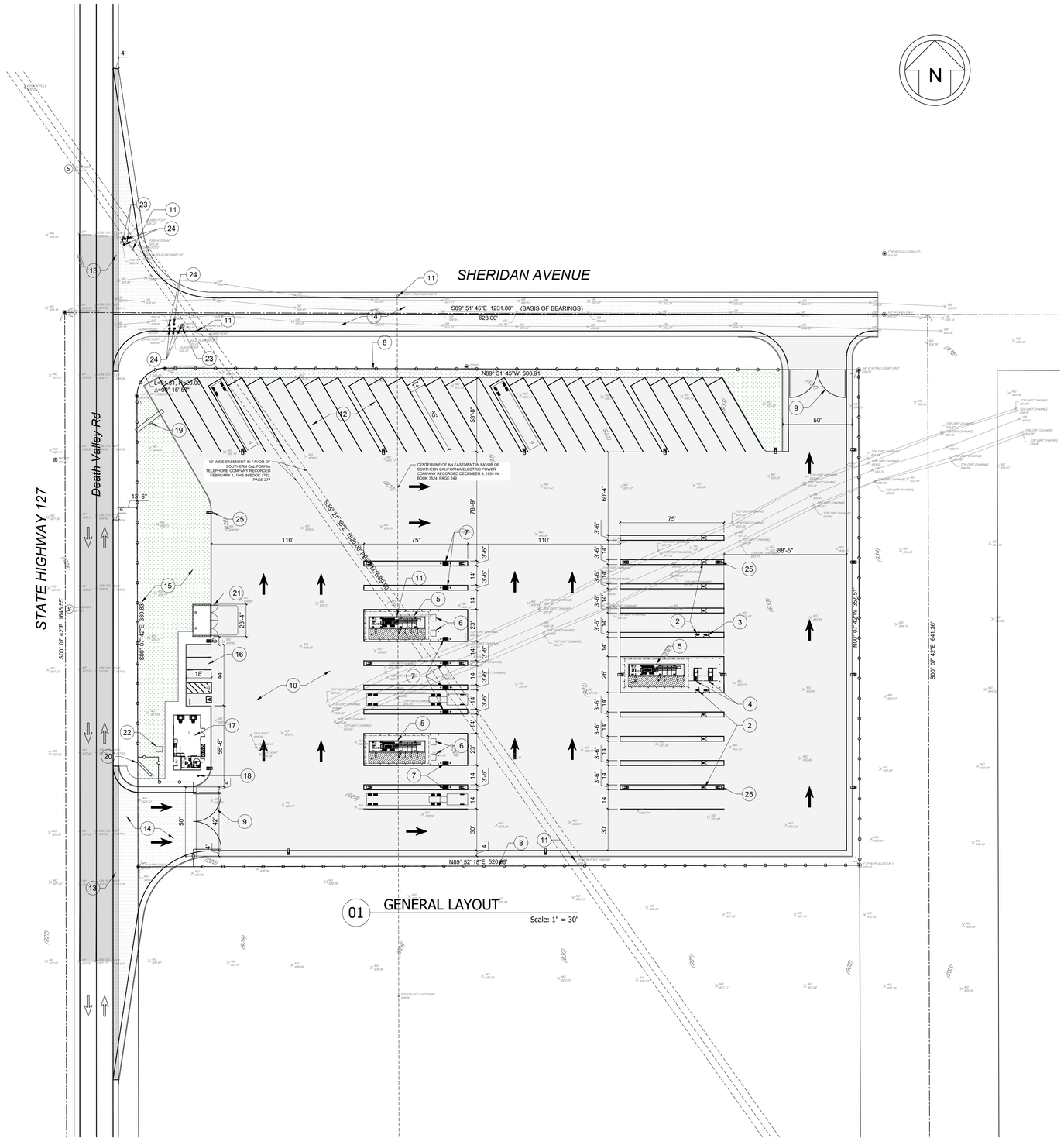
No.	DATE	DESCRIPTION
2	07/28/2025	TOPO SURVEY ADDED
1	07/14/2025	PULL-THRU CCS LANES

APPROVALS:

CHARGING STATION
ARIEL VIEW

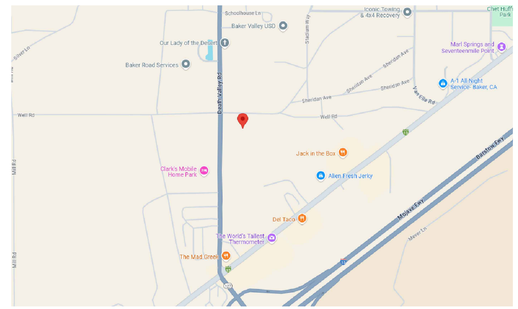
DATE:	SCALE on D:
08/12/2025	1" = 50'
REVISION:	SHEET No.
2	PD-00

Attachment: EXHIBIT B Project Reports_Baker/AndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard Bridge)



PROJECT'S COMPONENTS

ID	Description	Amount	Unit
1	TOTAL PROPERTY AREA	4.74	ACRES
2	CCS - GEN II - TRUCKS CHARGING STALLS	10	UNITS
3	MCS - GEN II - TRUCKS CHARGING STALLS	2	UNITS
4	PCS - GEN II - POWER CABINET	2	UNITS
5	MEDIUM VOLTAGE SUBSTATION (2.4 MVA)	3	UNITS
6	PCS - TESLA POWER CABINETS	4	UNITS
7	MCS - TESLA	8	UNITS
8	PROPOSED 8H' METAL FENCE	1,670	L.F.
9	DOUBLE-LEAF SWING GATE	2	UNITS
10	PROPOSED AC PAVEMENT	163,600	S.F.
11	EXISTING ELECTRICAL POLES TO BE REMOVED	4	UNITS
12	TRAILERS PARKING STALLS - 55'X12'	29	UNITS
13	OFFSITE : SAWCUT AND REMOVE EXISTING PAVEMENT	1,800	S.F.
14	OFFSITE : PROPOSED AC PAVEMENT	26,800	S.F.
15	PROPOSED LANDSCAPE	13,500	S.F.
16	PASSENGERS PARKING STALLS	4	UNITS
17	OFFICE AND RESTROOMS BUILDING	800	S.F.
18	FLAGPOLE	1	UNITS
19	WATTEV 50FT HIGH POLE SIGN	1	UNITS
20	WATTEV MONUMENT SIGN	1	UNITS
21	TRASH ENCLOSURE	1	UNITS
22	UTILITY TRANSFORMER & METER MAIN	1	UNITS
23	UTILITY TO BE RELOCATED	-----	-----
24	UTILITY TO BE REMOVED	-----	-----
25	PROPOSED LIGHT POLE	TBD	UNITS



02 VICINITY MAP
Scale: N.T.S.

WattEV

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Baker, CA 92364

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No.	DATE	DESCRIPTION
2	07/28/2025	TOPO SURVEY ADDED
1	07/14/2025	PULL-THRU CCS LANES

APPROVALS:

CHARGING STATION GENERAL LAYOUT

DATE:	SCALE on D:
08/12/2025	1" = 40'
REVISION: 2	SHEET No. PD-01

Attachment: EXHIBIT B Project Reports_BakerAndWattEV_Extracts (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker Boulevard Bridge)

Appendix B Performance Indicators and Measures: TCEP 2024 Baker Blvd Bridge & Zero-Emission Truck Infrastructure Project

Existing Average Annual Vehicle Volume on Project Segment			**9,558**				
Existing Average Annual Truck Percent on Project Segment			**40.8%**				fehr and peers traffic report (10/4/24) + project description
Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project			**12,876**				
Estimated Year 20 Average Annual Truck Percent on Project Segment with Project			**40.8%**				
Measure	**Metric**	**Project Type**	**Build**	**Future No Build**	**Change**	**Increase / Decrease**	
Congestion Reduction (Freight)	Change in Daily Vehicle Hours of Delay	All	35.8	570.2	(534.40)	Decrease	FHWA BIL BIP B/C Analysis
	Change in Daily Truck Hours of Delay	All (except rail)	14.6	232.6	(218.05)	Decrease	FHWA BIL BIP B/C Analysis
	(Optional) Person Hours of Travel Time Saved	All	-	-	-	-	
	(Optional) Daily Truck Trips Due to Mode Shift	Rail, Sea Port	-	-	-	-	
	(Optional) Daily Truck Miles Travelled Due to Mode Shift	Rail, Sea Port	-	-	-	-	
	(Optional) Other Information	All	-	-	-	-	
Throughput (Freight)	Change in Truck Volume	Highway, road, and port projects only	-	-	-	-	
	Change in Rail Volume	Rail	Not applicable to this project				
	(Optional) Change in Cargo Volume	Sea Port, Airport	Not applicable to this project				
	(Optional) Other Information	All	Not applicable to this project				
Velocity (Freight)	Truck Travel Time Reliability Index ("No Build" Only) (Optional Metric)	National and State Highway System Only	Not applicable to this project				
	(Optional) Other Information	All	Not applicable to this project				
	Travel time or total cargo transport time	All	Data Not Available				
Air Quality	Particulate Matter (PM 10)	All	-	2.8 MT	(2.8 MT)	Decrease	Combined FHWA BIL BIP
	Particulate Matter (PM 2.5)	All	0.4 MT	6.4 MT	(6.0 MT)	Decrease	B/C Analysis + AFLEET CFI
	Carbon Dioxide (CO2)	All	7,290 MT	247,920 MT	(240,630 MT)	Decrease	Emissions Tool & Cal B/C
	Volatile Organic Compounds (VOC)	All	-	14.3 MT	(14.3 MT)	Decrease	sketch model
	Sulphur Oxides (SOx)	All	0.03 MT	1.0 MT	(0.97 MT)	Decrease	
	Carbon Monoxide (CO)	All	-	205.7 MT	(205.7 MT)	Decrease	
	Nitrogen Oxides (NOx)	All	13.9 MT	477.0 MT	(463.1 MT)	Decrease	
Safety	Number of Fatalities	Road and Land Port	Data Not Available				
	Rate of Fatalities per 100 Million VMT		-	-	-	-	
	Number of Serious Injuries		Data Not Available				
	Number of Serious Injuries per 100 Million VMT		-	-	-	-	
	(Optional) Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries		-	-	-	-	
	(Optional) Other Information	All	-	-	-	-	
Cost Effectiveness	Benefit Cost Ratio	All	3.5	0	3.5	Increase	AVG of FHWA BIL BIP B/C
	(Optional) Other Information	All	-	-	-	-	Analysis + WattEV Analysis
Economic Development	Jobs Created	All	583	0	583	Increase	13 jobs / $M
	(Optional) Other Information	All	-	-	-	-	

Attachment: EXHIBIT C Performance Metrics Form_TCEP Application Nov24 (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-

Contract Summary Sheet

General Contract Information

Contract No: 26-1003380 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 04099 Vendor Name: WattEv CA12, Inc.

Description: Zero-Emission Truck Charging Station in Baker

Dollar Amount					
Original Contract	$	10,542,805.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**10,542,805.00**	**Total Contingency Value**	**$**	**-**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**10,542,805.00**

Contract Authorization

Board of Directors Date: 09/03/2025 Board Item # 11820

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No N/A

State Construction N/A

Accounts Payable

Estimated Start Date: 11/30/2025 Expiration Date: 04/16/2032 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: $ 10,542,805.00	Total Contingency: $ -
GL:	2704	40	0815	0861	53701	42217701		SB1 TCEP	10,542,805.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Jeffery Hill
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:
Est Start date: (11/30/25) anticipated date WattEV will sign the contract.
Exp Date: Completion of project work plus 5 years of operating and maintenance (4/16/32).

Attachment: CSS 26-1003380 [Revision 2] (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

CONTRACT NO. 26-1003380

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

WATTEV CA12, INC.

FOR

ZERO-EMISSION TRUCK CHARGING STATION IN BAKER

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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 WattEV CA12, Inc. ("CONTRACTOR") whose address is 444 West Ocean Boulevard Suite 1250 Long Beach, CA 90802-8131. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, the California Transportation Commission (CTC) adopted the 2024 Trade Corridor Enhancement Program (TCEP) – Program of Projects, by means of Resolution G-25-42, on June 26, 2025; and

WHEREAS, CTC awarded SBCTA TCEP funds for the Baker Boulevard Bridge and Zero-Emission Truck Infrastructure Project; and

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

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

WHEREAS, CONTRACTOR is a constructor and operator of electric truck charging stations; and,

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

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. PROJECT DESCRIPTION

The PROJECT includes the construction of a publicly accessible Medium- and Heavy-Duty Electric Vehicle (MHDEV) charging facility in Baker, California. The PROJECT will incorporate six (6) commercial vehicle-specific Megawatt Charging System (MCS) 1.25MW chargers, two (2) commercial vehicle-specific MCS 1.2MW chargers, and ten (10)

Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

commercial vehicle-specific Combined Charging System (CCS) 240kW chargers. The PROJECT will be 180,600 square feet and include 41 truck parking stalls. The PROJECT will support electric freight along Interstate 15 (I-15), an SB 671 "Top 6" Corridor, located at the mid-point between Barstow, California (CA) and Las Vegas, Nevada (NV). Upon SBCTA's acceptance of CONTACTOR's construction of the charging facility in accordance with Exhibit A of this CONTRACT, CONTRACTOR shall operate and maintain the charging facility for at least five (5) years.

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

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

Exhibit B, "Project Location Map"

Exhibit C, "Project Budget"

Exhibit D, "Project Schedule"

Exhibit E, "Public Benefits"

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

2.1 The total estimated cost to construct the PROJECT (exclusive of any costs for SBCTA to administer this PROJECT, as set forth in Section 5.8 below) is $15,061,150 (Fifteen Million, Sixty-One Thousand, One Hundred Fifty Dollars). The TCEP dollars will fund $10,542,805 (or 70%) of the total cost, with CONTRACTOR funding $4,518,345, or 30%, of the total estimated cost of construction, as reflected in Exhibit C, "Project Budget." In no case shall SBCTA's share of PROJECT costs exceed $10,542,805.

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

2.2 CONTRACTOR is responsible for construction engineering or arranging same, including, but not limited to, construction management, inspection, construction surveying, laboratory and field testing, preparation and processing of field reports, records, estimates, and final reports. All work and submittals shall be completed in accordance with the applicable electrical standards of the State of California and San Bernardino County. Work submittals must contain the information required to comply with a state audit, associated with either the TCEP funding or other purpose. CONTRACTOR personnel shall be made available in

Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

support of any audit that occurs subsequent to completion of the PROJECT, at no additional charge to the PROJECT.

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

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

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

2.6 CONTRACTOR shall seek and receive all required permits and approvals necessary to perform PROJECT work, if any. The cost of permit applications either is included in the PROJECT cost or was paid for during PROJECT engineering. Permits and approvals are defined as all approvals legally required by any public agency that has jurisdictional authority or responsibility over regulating or permitting PROJECT work. The Parties shall jointly agree upon which permits are considered legally required for PROJECT. In the event that any public agency claims jurisdictional authority or responsibility over regulating or permitting PROJECT work and asserts a need to issue one or more unanticipated permits, the Parties shall work jointly to resolve the issuance of said permit. In no case shall the cost of permits and approvals incurred prior to CTC allocation of TCEP funds be eligible for reimbursement by SBCTA.

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

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

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

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Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

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

ARTICLE 3. PROMPT PAYMENT/RETENTION

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

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to provide funds and will pay reimbursable costs for the PROJECT based upon allowable costs described in this CONTRACT, to the extent applicable, to CONTRACTOR, not to exceed the total SBCTA Cost amount shown in Exhibit C (i.e., up to $10,542,805 in TCEP funding, not to exceed 70% of the final PROJECT cost). Allowable costs for the PROJECT will include applicable sales and use taxes and additives including, for example, the cost of vehicles, machinery, tools, supervision, clerical, lodging and rents, and applicable payroll related costs. SBCTA reserves the right to hold the retainage after the TCEP billings reach $8,542,805 (i.e., retain up to $100,000) until the termination date of the CONTRACT as a form of guarantee that CONTRACTOR will operate and maintain the charging facility for the required minimum five-year period following construction acceptance by SBCTA per Exhibit D.

4.2 CONTRACTOR shall submit to SBCTA, monthly in arrears, an invoice that has been signed by CONTRACTOR's PROJECT Manager for actual funds expended for PROJECT work, with back-up documentation to support the amount invoiced. SBCTA shall remit payment of invoices to CONTRACTOR within forty-five (45) days of receipt. Allowable invoice amounts for PROJECT costs shall be determined pursuant to the provisions of Article 2.

4.3 CONTRACTOR and its subcontractors shall establish and/or maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of

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Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

completion, and provide support for payment of invoices.

4.4 It is expected that CONTRACTOR has performed appropriate risk management analysis and included appropriate contingencies in PROJECT estimate. Subject to the terms of this CONTRACT, CONTRACTOR will fund all PROJECT costs, including cost overruns in excess of the funds provided by SBCTA, as set forth in Section 2.1.

4.5 The Parties recognize that the actual cost of the PROJECT may vary from the amount obligated under this CONTRACT and intend that SBCTA's obligation hereunder is reasonable to cover such; provided, however, that SBCTA shall in no event be required to pay amounts in excess of the amount established in Article IV, Paragraph 4.1, and herein above.

4.6 Following completion of the PROJECT, CONTRACTOR shall determine the actual final allowable cost of the PROJECT and provide a final billing to SBCTA. CONTRACTOR shall be responsible for preparing a final PROJECT expenditure report and submitting it to SBCTA within one hundred eighty (180) days of PROJECT completion. The report shall identify the itemized costs incurred on the PROJECT and the sources of funds and shall itemize the 5% retention identified in Articles 3 and 4.1.

4.7 Intentionally omitted.

4.8 The Parties acknowledge and agree that SBCTA's costs associated with administering this CONTRACT are not included in the PROJECT Budget. Such costs for SBCTA to administer this CONTRACT will come from sources other than the PROJECT Budget.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this CONTRACT is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this CONTRACT. No penalty shall accrue to SBCTA in the event this provision is exercised. This CONTRACT is contingent on the CTC's allocation of $10,542,805 TCEP funding for the PROJECT. SBCTA will notify CONTRACTOR upon allocation and provide a copy of the CTC action to CONTRACTOR.

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Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that any subcontractors engaged to conduct the work under the CONTRACT will hold valid licenses in the State of California for the type of work they are contracted to perform, and that the licenses are the correct class of license for said work. CONTRACTOR further agrees that subcontractors will maintain licenses 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 its agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

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

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 During the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

10.2 CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code

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Sections 11135-11139.5), and the regulations or standards adopted by the California Department of Transportation to implement such article.

10.3 CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and SBCTA upon reasonable notice at any time during the normal business hours, but in no case, less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or SBCTA shall require to ascertain compliance with this clause.

10.4 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10.5 CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all agreements with its subcontractors and shall include a requirement in all agreements with all of same that each of them, in turn, include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this CONTRACT.

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.

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this CONTRACT shall be supplied by personnel who are qualified, careful, skilled, experienced, and competent in their respective trades or professions. CONTRACTOR agrees that all work performed shall conform to the Statement of Work in Exhibit A.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

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

13.3 Except as reasonably necessary for the performance of PROJECT 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

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by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this CONTRACT, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use SBCTA's name or photographs of the PROJECT in any professional publication, magazine, trade paper, newspaper, seminar, or other medium without first receiving the express written consent of SBCTA.

13.5 All press releases relating to the PROJECT or this CONTRACT, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

13.6 CONSULTANT, its employees, agents, and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

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

14.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.

14.1.2 If CONTRACTOR has fully and completely performed all obligations under this CONTRACT up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the CONTRACT cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

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

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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.

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, Statement 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.

During resolution of the dispute, CONTRACTOR shall proceed with performance of this CONTRACT with due diligence.

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ARTICLE 17. INSURANCE

Prior to commencing the work for the PROJECT, at all times during the performance of the PROJECT 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,:

1. Worker's Compensation/Employer's Liability. 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. 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. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

2. Commercial General Liability. The policy must include the following:

   - $2,000,000 per occurrence limit/$2,000,000 in the aggregate for property damage or bodily injury
   - $1,000,000 per occurrence limit/$2,000,000 in the aggregate for personal injury and advertising injury
   - $2,000,000 per occurrence limit for products/completed operations coverage. CONTRACTOR shall maintain products and completed operations coverage for 10 years following the acceptance of work or until all applicable statutes of limitations expire, whichever length of time is longer. Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
   - An endorsement stating that any aggregate limits apply on a "per project" and on a "per location" basis.
   - The PROJECT name must be indicated under "Description of Operations/Locations."
   - The policy shall be endorsed to provide: "This insurance will be primary and noncontributory with any other insurance of the additional insureds."

   All commercial general liability insurance policies shall also include premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage; severability of interests (full separation of insureds); contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract); broad form property damage coverage (including completed operations); and a duty to defend in addition to (without reducing) the limits of the policy(ies). All subcontractors of any tier performing any portion of the work for CONTRACTOR shall also obtain and maintain

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the commercial general liability 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

3. Umbrella/Excess CGL. The CONTRACTOR's policy must include the following:

- $1,000,000 umbrella or excess liability.
- 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.

4. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than $2,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos (if any are owned), hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 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 automobile liability insurance required herein. 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 the exception of Auto Liability limits to be not less than $1,000,000 each accident. The same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONTRACTOR shall apply to all subcontractors of any tier performing any portion of the work for CONTRACTOR.

C. General Provisions

1. Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer 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.

2. Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, 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 for such Additional Insureds shall

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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.

3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, 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 set forth in this Article; set forth deductible amounts applicable 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.

4. Deductibles and 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. At the option of SBCTA, if the deductible or SIR is greater than $50,000 or five (5) 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 or subcontractor, as applicable, 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.

5. CONTRACTOR's and Subcontractors' Insurance 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 to be primary coverage, and any coverage carried by any of the Additional Insureds named herein 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.

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 PROJECT. To the fullest extent

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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. Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

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 canceled 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 (1) business day after CONTRACTOR receives it by submitting it to SBCTA at insurance@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.

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.

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.

10. Subcontractor 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 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 omissions in these insurance requirements as they apply to subcontractors, with the exception of the following provision, which does not apply to subcontractors:

- $2,000,000 per occurrence limit for products/completed operations coverage. CONTRACTOR shall maintain products and completed operations coverage for

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10 years following the acceptance of work or until all applicable statutes of limitations expire, whichever length of time is longer. Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

11. Higher limits. If the CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA. CONTRACTOR has the right to pay claims out of their own resources and not involve insurance if they so choose.

12. Special Risks or Circumstances. SBCTA reserves the right to reasonably 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. If the changes cause an increase in premium, SBCTA will pay the actual increase in premium. If the changes cause a decrease in premium, CONTRACTOR shall reimburse SBCTA the actual decrease in premium actually received by CONTRACTOR.

ARTICLE 18. INDEMNITY

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

ARTICLE 19. OWNERSHIP OF DOCUMENTS

All reports developed by CONTRACTOR pursuant to 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

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

ARTICLE 22. ATTORNEY'S FEES

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

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

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

ARTICLE 26. COMMUNICATIONS AND NOTICES

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

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To: CONTRACTOR: WattEV CA12, Inc.	To: SBCTA
444 West Ocean Boulevard, Suite 1250	1170 W. 3rd Street, 2nd Floor
Long Beach CA 90802-8131	San Bernardino, CA 92410-1715
Attn: Salim Youssefzadeh, CEO	Attn: Jeffery Hill
Email: syoussefzadeh@WattEV.com	Email: jhill@gosbcta.com
	Cc: Procurement Manager
	Email: procurement@gosbcta.com
Phone: (949) 916-2751	Phone: (909) 884-8276

ARTICLE 27. MATERIALS

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

ARTICLE 28. ASSIGNMENT

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

ARTICLE 29. SUBCONTRACTS

Parties acknowledge that CONTRACTOR's participation in the PROJECT is primarily to deliver completed and operational charging equipment and power supply for electric trucks that has the required technology consistent with the requirements of the TCEP grant CONTRACTOR will provide to the PROJECT such equipment and provide to SBCTA copies of all customary warranties, etc., related to them under the terms of the TCEP grant. As such, the CONTRACTOR's relationships with suppliers of components and subcomponents of the equipment and any related service providers involved in the manufacturing process are unique and different from a traditional subcontractor relationship for a project of this nature. Therefore, the Parties agree that the term "subcontractor" excludes any and all of CONTRACTOR's tier-1, tier-2, and tier-3 equipment component or subcomponent suppliers and any related service providers involved in the pre-sale manufacturing process, except to the extent necessary to assure compliance with the TCEP grant or applicable State or Federal law or regulation. CONTRACTOR assumes responsibility for the products and work of all such suppliers and service providers, and for obtaining and providing any data, information, or documents concerning their products or work needed for compliance with the TCEP grant, and their products and work shall be included in the CONTRACTOR's own insurance, indemnity, defense, and hold harmless obligations under this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

Intentionally omitted.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

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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 Disadvantaged Business Enterprise (DBE) goal is set for this PROJECT, SBCTA encourages participation from small and DBE firms. Firms interested in the DBE program may contact SBCTA's Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the

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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, or promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

ARTICLE 37. CONVICT LABOR

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

ARTICLE 38. INSPECTION OF SITE

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

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the

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Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

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

ARTICLE 42. FORCE MAJEURE

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

ARTICLE 43. INCORPORATION OF RECITALS

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

ARTICLE 44. EFFECTIVE DATE

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

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

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

WATTEV CA12, INC.

By: _____
Salim Youssefzadeh,
Chief Executive Officer

Date: _____

By: _____
Umar Javed
Chief Financial Officer

Date: _____

_____
Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Carolyn Schindler
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

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Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

Exhibit A

Statement of Work (Project Components/Tasks)

The PROJECT includes the construction of a publicly accessible MHDEV charging facility in Baker, California. The PROJECT will be 180,600 square feet and include 41 truck parking stalls. The PROJECT will support electric freight along Interstate 15 (I-15), an SB 671 "Top 6" Corridor, located at the mid-point between Barstow, CA and Las Vegas, NV.

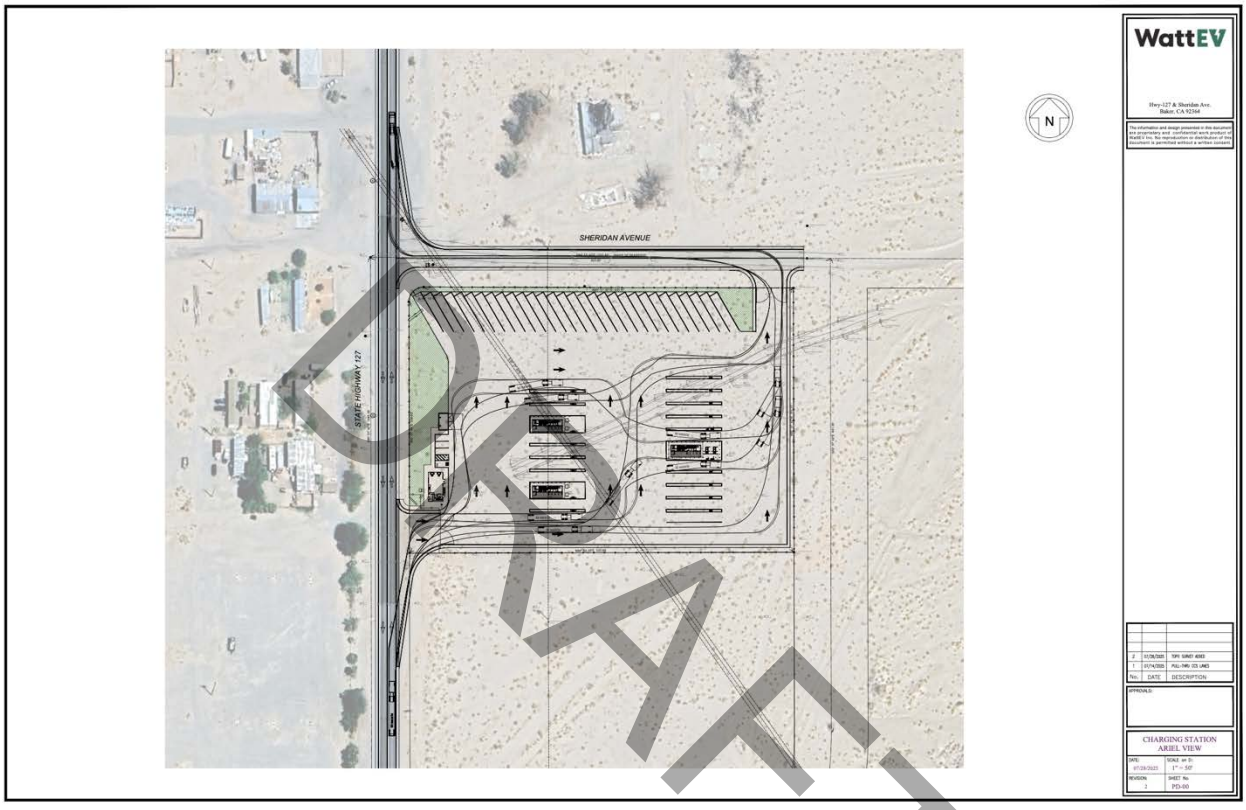
The PROJECT statement of work includes:

- Installation of 6 commercial vehicle-specific Gen-3 Megawatt Charging System (MCS) 1.25MW chargers and 2 commercial vehicle-specific Gen-2 MCS 1.2MW chargers, and 10 commercial vehicle-specific Combined Charging Standard (CCS 240 kW chargers capable of charging 32,321 trucks per year at full capacity.
- Amenities: bathrooms and security features.

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Exhibit B
Project Location Map

See the location of the WattEV site below. The site is located in the City of Baker at the intersection of State Route 127 and Sheridan Avenue. It is 64 miles from Barstow, CA and 93 miles from Las Vegas, NV.



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Exhibit C

PROJECT Budget

Component	WattEV	TCEP Funding	Total
Development, procurement, construction and commissioning of Baker Charging Station	$4,518,345	$10,542,805	$15,061,150
Operation and maintenance	Ongoing, and 100% responsibility of WattEV for 5 years after contract acceptance.		

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Attachment: 26-1003380 WattEV Contract (2) (11820 : TCEP Baseline Agreement 26-1003378 & Contract 26-1003380 with WattEV for the Baker

Exhibit D

Project Schedule

PROJECT Item	Start Date	End Date
Permits/Approvals	October 11, 2025	March 30, 2026
Electrical equipment order placement	March 5, 2026	December 30, 2026
Electrical (charger installation)	December 15, 2026	February 8, 2027
Electrical Utility Work	November 27, 2026	January 28, 2027
Test & Commissioning	March 3, 2027	April 16, 2027
Operations (5 years under this contract)	April 16, 2027	April 16, 2032

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Exhibit E

Public Benefits

This charging station will serve the community of Baker in a variety of ways. A primary public benefit will be economic contributions to the area. The construction of the site will require the hiring of local contractors and officials at various points of the installation and permitting process. Workers will service local restaurants, hardware stores and other local businesses. After commissioning the charging station will draw EV freight vehicles to Baker as it will be one of only few charging options in the freight corridor. At full capacity, the charging station has the potential to charge 32,321 trucks annually (assuming 264 working days). This extends the economic benefits to the community long after commissioning.

The Baker charging station benefits the community through strengthening the proliferation of EV freight. The community will receive economic benefits that come from freight but without the air pollution associated with it. This charging station will displace a total of 6,748.44 metric tons of pollutants annually, and 134,968.80 metric tons throughout the 20-year project lifetime (please see emission reduction breakdown below). Along with local benefits to air quality, the construction of this charging station works to fulfill climate goals set by the State of California. Also, with the construction of each charging station, the viability of electric freight as an industry increases.

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Benefit Cost Ratio – Baker

Increasing economic activity in a vital commercial hub while reducing the negative health impacts to the communities allows those neighborhoods to thrive with cleaner air. The Baker Project will deploy two (2) Gen-2 MCS chargers, six (6) Gen-3 MCS chargers, and ten (10) Gen-2 CCS chargers at the site in Baker. Emissions reductions by contaminant were found using the AFLEET CFI Emissions Tool, following the utilization assumptions below (Table 1 and Table 2).

Table 1: Annual Total Power Usage Calculations

	Dispenser Type	Number of Dispensers	Average Session Power (kW)	Charge Time (hour/session)	Daily Utilization (sessions/day/charger)	Annual Usage (kWh) per charger	Annual Total Usage (kWh)
Gen-2	MCS	2	1200	0.33	12.24	1292544	2585088
Gen-3	MCS	6	1250	0.33	12.24	1346400	8078400
Gen-2	CCS	10	240	1.65	2.47	258508.8	2585088

Table 2: Utilization Assumptions

Utilization Assumptions	
Days per Year	264
Hours per Day	24
Utilization Rate	0.17

The Baker Project will displace a total of 6,748.44 metric tons of pollutants annually, and 134,968.80 metric tons throughout the 20-year project lifetime. Emissions reductions by contaminant in Table 3 were found using the AFLEET CFI Emissions Tool.

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Table 3: Baker Output AFLEET CFI Emissions Tool

	GHGs (short tons)	CO (lb)	NOx (lb)	PM2.5	PM10 (lb)	VOC (lb)	SOx (lb.)	Fuel Dispensed	Fuel
Gen-2 MCS	1,446.50	3,751.70	5,863.30	46.4	50.30	260.90	10.60	2,585,088.00	kWh
Gen- 3 MCS	4,520.30	11,724.00	18,322.90	144.9	157.30	815.20	33.10	8,078,400.00	kWh
CCS	1,446.50	3,751.70	5,863.30	46.4	50.30	260.90	10.60	2,585,088.00	kWh
Fueling Infrastructure Total	7,413.30	19,227.40	30,049.50	237.70	257.90	1,337.00	54.30	13,248,576.00	kWh

The emissions reductions were combined with the economic value of each as provided in the Cal B/C sketch model to result in the calculation of the total project emissions benefits. The Cal B/C sketch model assumptions are shown below (Table 4). Baker is considered a 'CA Rural Area.'

Table 4: Cal B/C Sketch Model Assumptions

Area	Project Loc.	GHGs ($/ton)	CO ($/ton)	NOx ($/ton)	PM10 ($/ton)	SOx ($/ton)	VOC ($/ton)
LA/South Coast	1	48	170	69,200	566,800	213,000	4,300
CA Urban Area	2	48	90	20,300	163,700	81,700	1,415
CA Rural Area	3	48	80	15,100	116,700	59,000	1,100

Results for the total economic value from emission reduction and the detailed distribution of emissions reduction, dollar value of emissions reduction and the total project benefit are portrayed in Table 5.

Table 5: Emissions Reduction Economic Value

Pollutant	GHGs	CO	NOx	PM10	VOC	SOx
Emissions Reduction Economic Value ($)	$322,811.17	$697.71	$205,815.31	$13,651.67	$673.16	$1,453.17
Total	$545,102.17					

Finally, with a total project cost of $15,061,150 and an estimated project lifetime of 20 years, the cost-benefit ratio then equates to approximately 0.72.

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Minute Action

AGENDA ITEM: 35

Date: September 3, 2025

Subject:
Zero Emission Multiple Unit Project Update

Recommendation:
Receive an update on the Zero Emission Multiple Unit vehicle and infrastructure work.

Background:
On June 4, 2025, staff provided an update to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on the status of the Zero Emission Multiple Unit (ZEMU). The last update included the modification to the Positive Train Control (PTC) software and the necessary PTC test. Since then, Metrolink has compiled its test notes and provided them to the Federal Railroad Administration (FRA). Simultaneously, Metrolink submitted a Request for Amendment (RFA) to its PTC Safety Plan and the FRA rendered its approval of the Plan on August 19, 2025. In addition to the RFA approval, SBCTA received the Approval of Alternative Crashworthiness and Occupant Protection Performance Requirements for Hydrogen Multiple Unit Passenger Rail Vehicle on August 12, 2025, demonstrating the ZEMU's compliance with Title 49 of the Code of Federal Regulations Part 238 (Appendix G). Pending the receipt of the Letter of Concurrence for Hydrogen as Fuel Source for Multiple Unit Passenger Rail Vehicle from the FRA, which is anticipated in late August, the ZEMU is scheduled to begin revenue service on September 13, 2025.

Related infrastructure work continues with the Arrow Maintenance Facility (AMF) Retrofit project anticipated to achieve substantial completion in October 2025. While the retrofit work wraps up, the ZEMU will be maintained outside of the AMF building and periodically will be brought to the Eastern Maintenance Facility maintenance pit for undercarriage inspection. The portable liquid hydrogen fueler that will support the ZEMU in revenue operations began design and is currently scheduled to be commissioned in late fall of 2026. In the meantime, the temporary hydrogen fueler used during testing at FRA's Transportation Technology Center and along the Arrow line will be used until the portable liquid hydrogen fueler is operational.

One of the goals for the ZEMU project is to establish a baseline for other agencies wanting to implement hydrogen propulsion passenger rail vehicles. As such, staff continues to share the lessons learned and provide tours of the ZEMU and the AMF. On August 14, 2025, staff hosted a tour for the Coast Rail Coordinating Council (CRCC), a coalition whose mission is to improve the frequency, speed, reliability, and ease of use of passenger trains on the coastal route between San Francisco and Los Angeles. CRCC is considering the deployment of the hydrogen passenger rail vehicle as an alternative to improve service.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The Project is funded with TIRCP, STA, and SB 125 funds in Program 30, Transit.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This update is going straight to the Board in order to provide the latest information ahead of the anticipated revenue service date.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Minute Action

AGENDA ITEM: 36

Date: September 3, 2025

Subject:
Hearing to Consider Adopting a Resolution of Necessity to Acquire a Temporary Construction Easement for the West Valley Connector Project

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

A. Conduct a public hearing to consider adopting a certain Resolution of Necessity to acquire by eminent domain the right to possess and use the certain temporary construction easement described more particularly in the Resolution of Necessity described below (referred to below as the "Subject Property Interest"), which is required to facilitate the construction of the West Valley Connector (WVC) Project.

B. Upon completion of the public hearing, that the Board of Directors (Board) adopt Resolution of Necessity No. 26-003 authorizing and directing General Counsel, or her designee, to prepare and prosecute proceedings in eminent domain to acquire a temporary construction easement on a portion of the real property owned by Holt - San Antonio, LLC, a California limited liability company (Assessor's Parcel Number 1048-591-30) to facilitate the construction of the WVC Project. The Resolution must be approved by at least a two-thirds majority of the Board.

Background:
San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans and the Cities of Pomona, Montclair, Ontario, and Rancho Cucamonga, is constructing the West Valley Connector (WVC) Project. Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 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.

In January 2021, the SBCTA Board of Directors (Board) authorized staff to proceed with the right-of-way (ROW) acquisition efforts for the WVC Project, which includes the acquisition of temporary construction easements (TCEs) required during construction.

The SBCTA Board previously adopted Resolutions of Necessity to acquire property interests necessary for the WVC Project and obtain possession of said property interests in time to ensure that the WVC Project is operational by 2025. However, due to delays in the start of construction, several TCEs have expired. It is now necessary to consider the adoption of new Resolutions of Necessity to acquire the rights to possess and use certain TCEs for additional time in order to maintain the Project schedule.

SBCTA has complied with applicable law and requirements for the acquisition of property for public use by eminent domain. In accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed to the owner of the Subject Property Interest a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interest. Further, in accordance with Code of Civil Procedure Section

1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c). The purpose of this agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolution of Necessity to authorize the acquisition of the TCE. Although the adoption of the Resolution of Necessity is recommended for the subject property to maintain the WVC Project schedule and avoid additional construction delays, SBCTA will continue to negotiate with the property owner and/or their legal representatives in an effort to acquire the TCE needed through a settlement agreement or stipulation and avoid further litigation.

The owner of the subject property that requires a temporary construction easement extension is:

- Holt - San Antonio, LLC, a California limited liability company
    - Original Resolution No. 22-081 adopted on March 2, 2022

Support for Adoption of Resolution of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). SBCTA is also authorized to acquire property for public use by eminent domain pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650, and by other provisions of law. Acquisition of the property interests by eminent domain will allow SBCTA to obtain legal rights to the properties needed for the WVC Project in cases where a negotiated sale cannot be reached. Adoption of a Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the property is obtained in time to meet the scheduled delivery and to avoid costly ROW delays.

To adopt the subject Resolution of Necessity, SBCTA must make the four findings discussed below for the property. The issue of the amount of just compensation for the subject property interest is not addressed by this Resolution of Necessity and is not an issue before the Board at the hearing. The four necessary findings are:

1. The public interest and necessity require the WVC Project.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to 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. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The Project traverses an urban corridor and the stations have been located to create a comfortable, efficient transit place that fits into the community fabric. The Project is in the public interest and necessity because it will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

The WVC is also in the public interest and necessity because it will improve travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the Cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project will facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the area. The WVC Project is also in the public interest and necessity because it will result in economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened ROW.

2. The WVC Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The purpose of Phase 1 of the WVC Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the City of Pomona, in Los Angeles County, to the City of Rancho Cucamonga, in San Bernardino County, with an enhanced, state-of-the-art bus rapid transit (BRT) system. The WVC Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino Counties by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

The WVC Project is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The WVC Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county Southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the WVC Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the WVC will provide such a

service. The WVC Project alignment passes through potential redevelopment and transit-oriented development areas and will help foster their potential for development.

The WVC Project impacts approximately 241 parcels and requires several business and residential relocations. SBCTA held several meetings and considered alternatives to the current Alternative B design that the Board selected as the preferred alternative based on the benefits to the WVC Project corridor. The WVC Project was planned and designed in a manner to accomplish the greatest public good and cause the least private injury. SBCTA and its acquisition agents have had numerous communications with the owners of the properties impacted by the WVC Project and have worked with all owners of impacted parcels to minimize the impact of the Project on the subject properties and to assist those persons and businesses displaced by the WVC Project to receive applicable relocation assistance and benefits.

3. The Subject Property Interest SBCTA seeks to acquire is necessary for the WVC Project.

Although SBCTA is constructing portions of the WVC Project within existing ROW, the WVC Project requires acquisition of the Subject Property Interest listed below and cannot be constructed without the TCE. The SBCTA Board previously adopted Resolutions of Necessity to acquire property interests necessary for the WVC Project. However, due to delays in the construction of the Project, several TCEs have expired. It is now necessary to consider the adoption of a new Resolution of Necessity to acquire the right to possess and use the TCE described below and described more particularly in the respective Resolution of Necessity:

- Real Property Owned by Holt - San Antonio, LLC, a California limited liability company: An approximate 1,404 square foot TCE with a term of 9 months is needed to facilitate the construction of the WVC Project improvements.

As stated above, the public use for which SBCTA seeks to acquire the Subject Property Interest, which will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the area (Code of Civil Procedure Section 1240.510). The public use for which SBCTA seeks to acquire the Subject Property Interest, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated any utility easements located in the Subject Property Interest that is affected by the WVC Project. Accordingly, SBCTA is authorized to acquire the Subject Property Interest pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the Subject Property Interest is already devoted to a public use, the use proposed by this WVC Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, is already devoted.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

SBCTA, pursuant to Government Code Section 7260 et seq., obtained a fair market value appraisal of the Subject Property Interest, set just compensation in accordance with the fair market value and extended a written offer to the owner of record of the Subject Property Interest. As detailed above, SBCTA extended to the owner of record of the Subject Property Interest a written offer pursuant to Government Code Section 7267.2 to acquire the Subject Property Interest for a public use, namely public road widening and related purposes, and all uses necessary or convenient thereto. Specifically, SBCTA extended a written offer to the following record owner of the Subject Property Interest:

- SBCTA extended a written offer to Holt - San Antonio, LLC, a California limited liability company, to purchase an approximate 1,404 square foot TCE with a term of 9 months on portions of the real property located at 624 W. Holt Boulevard, Ontario, and identified as APN 1048-591-30, for public use, namely public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The Project is funded with Local Projects Fund and Federal Transit Administration 5309 funds in Program 30, Transit.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. The resolutions of necessity were prepared and reviewed by outside acquisition counsel.

Responsible Staff:
Ramie Dawit, Transit and Rail Consultant - WSP

RESOLUTION OF NECESSITY No. 26-003

HOLT-SAN ANTONIO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PROPERTY (APN 1048-591-30)

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

RESOLUTION NO. 26-003

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR'S PARCEL NO. 1048-591-30

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the West Valley Connector Project (the "Project"); and

WHEREAS, the Project involves the construction of a 100% zero-emissions Bus Rapid Transit (BRT) System, with phase 1 stretching from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, California. The Project seeks to improve corridor mobility, transit efficiency, and address growing traffic congestion in the western San Bernardino Valley from the City of Pomona to the City of Fontana; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement Project serving the public interest; and

WHEREAS, California Public Utilities Code Section 130809(b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, SBCTA is also authorized to acquire said property interests for public use by condemnation pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330. 1240.510, 1240.610, 1240.650 and by other provisions of law; and

WHEREAS, a portion of the real property located at 624 W. Holt Boulevard in the City of Ontario, California, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-591-30 (the "Property") is required for the Project. The specific portion of the Property required for the Project is an approximate 1,404 square foot temporary construction easement with a term of nine months legally described and depicted in Exhibit "1" hereto (the "Subject Property Interest"); and

WHEREAS, to the extent the Subject Property Interest or portions thereof are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330, if necessary. The requirements of said Code of Civil Procedure Sections have been satisfied and the acquisition of said substitute property

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is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project; and

WHEREAS, the Project will maintain reasonable vehicular and pedestrian access to and from the Property at all times; and

WHEREAS, SBCTA extended a written offer of compensation to the owner or owners of record for the acquisition of the Subject Property Interest in accordance with California Government Code Section 7267.2; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Property; and

WHEREAS, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the Subject Property Interest to the City of Ontario as required by Public Utilities Code Section 130220.5(c); and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, SBCTA scheduled a hearing for September 3, 2025 at 10:00 a.m., at the Santa Fe Depot-SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California, and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll and to the City of Ontario notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030. Said parties were also provided notice of the opportunity to submit written comments for consideration by SBCTA at said hearing; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in Code of Civil Procedure Section 1240.030; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to Code of Civil Procedure Section 1240.040.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under Code of Civil Procedure Sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. SBCTA has complied with the requirements of Code of Civil Procedure Section 1245.235 regarding the notice about the hearing to consider this Resolution and informing the owner of the opportunity to appear and be heard.

Section 3. Public Use. The Subject Property Interest is to be acquired for public use, namely for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the Project, a public bus rapid transit (BRT) project that would improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. Specifically, the Subject Property Interest is to be acquired to facilitate the construction of the Project.

(a) The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety. Public Utilities Code Section 130809(b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

(b) The purpose of the Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., the system that includes off-board fare vending, all-door boarding, TSP optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(c) The Project, is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the Project would provide such a service. The Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

Section 4. Necessity.

(a) The Project is necessary to improve corridor mobility and transit efficiency in the western San Bernardino Valley, decrease travel times, and improve the existing public transit system within the corridor. The Project, as planned and designed, helps address the growing traffic congestion and travel demands in this area of the County of San Bernardino. The construction of the Project would help SBCTA achieve its long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

(b) The Project, as planned and located, is designed to improve transit service by better accommodating existing high bus ridership. The Project also seeks to improve ridership by providing a viable and competitive transit alternative to the automobile. The Project, as planned and designed, seeks to improve efficiency of transit service delivery while lowering operating costs per rider. It seeks to support local and regional planning goals to organize development along transit corridors and around transit stations. The Project, as planned and located, responds to the need to establish a higher quality transit service to accommodate current and future population and employment conditions. It also seeks to meet the needs of improving the transit system to make transit an attractive alternative to travel by automobile and of providing high quality, reliable, rapid transit service needed to deliver riders to the multiple destinations.

(c) The public interest and necessity require the acquisition by eminent domain proceedings of the Subject Property Interest.

Section 5. Description of the Subject Property Interest. The Subject Property Interest SBCTA seeks to acquire to facilitate the construction of the Project is more particularly described and depicted in Exhibit "1" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The Subject Property Interest SBCTA seeks to acquire is necessary for the Project; and

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

(d) The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the Subject Property Interest is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Subject Property Interest, or any portion thereof, is already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interest, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Subject Property Interest, or portions thereof, is currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the Project.

Section 9. Environmental Review. The environmental effects of the Project and the acquisition of the Subject Property Interest needed for the Project were studied and analyzed as an integral part of the environmental review for the Project. The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the Project outweigh the unavoidable environmental impacts. The Board emphasized that the Project (under the approved Alternative B alternative) has significant benefits including, improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments' (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA's Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the Project with exclusive bus-only lanes on Holt Boulevard. In addition, the Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the Project area. The Project is supported by Caltrans, Districts 7 and 8, and the cities along the Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way. SBCTA has incorporated mitigation measures into the Project to reduce or eliminate potentially significant or adverse environmental impacts.

On September 3, 2025, SBCTA Staff reviewed the environmental documentation prepared for the Project in connection with SBCTA Staff's review of the proposed acquisition of the Subject Property Interest for the Project. City Staff reviewed the EIR and the FONSI, and related documents. SBCTA Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and SBCTA has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interest for the Project.

Section 10. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Subject Property Interest, including the improvements thereon, if any, by eminent domain for the Project.

Section 11. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Subject Property Interest in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Subject Property Interest at the earliest possible time.

Section 12. Executive Director Authority. The Executive Director is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 13. Effective Date. This Resolution of Necessity shall take effect upon adoption.

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

Adopted by the San Bernardino County Transportation Authority on September 3, 2025 by the following votes:

AYES:

NOES:

ABSENT:

_____
Rick Denison, Board President
San Bernardino County Transportation Authority

_____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

EXHIBIT "1"

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

EXHIBIT 'A'

Legal Description
Temporary Construction Easement

APN: 1048-591-30

That portion of Parcel 4 of Parcel Map No. 9753, in the City of Ontario, County of San Bernardino, State of California, as per map filed in Book 116, Pages 26 and 27 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Commencing at the centerline intersection of Bonita Court and Holt Boulevard, as shown on said Parcel Map;

thence along the centerline of said Holt Boulevard South 89°35'36" West 325.08 feet to the southerly prolongation of the easterly line of said Parcel 4;

thence leaving said centerline along said southerly prolongation and said easterly line North 00°24'24" West 52.04 feet to the **True Point of Beginning;**

thence leaving said easterly line North 88°15'05" West 68.69 feet to the beginning of a tangent curve concave southeasterly and having a radius of 10.28 feet;

thence southwesterly 7.51 feet along said curve through a central angle of 41°51'41" to the beginning of a reverse curve concave northwesterly and having a radius of 10.28 feet, a radial line to said curve bears South 40°06'46" East;

thence southwesterly 5.60 feet along said curve through a central angle of 31°11'47" to the southerly line of said Parcel 4;

thence along said southerly line South 89°35'36" West 4.72 feet;

thence leaving said southerly line North 88°15'05" West 35.56 feet to the beginning of a tangent curve concave northeasterly and having a radius of 9.94 feet;

thence northwesterly 0.58 feet along said curve through a central angle of 03°20'41" to the westerly line of said Parcel 4;

thence along said westerly line North 00°24'24" West 16.03 feet;

thence leaving said westerly line North 89°54'56" East 12.64 feet;

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

thence South 01°44'55" West 4.85 feet;

thence North 89°58'29" East 4.81 feet;

thence North 89°19'04" East 3.70 feet;

thence North 89°57'48" East 6.23 feet;

thence South 89°43'40" East 10.10 feet;

thence North 81°13'45" East 10.05 feet;

thence North 66°27'00" East 2.49 feet;

thence South 88°15'05" East 50.72 feet;

thence North 01°44'55" East 2.50 feet;

thence South 88°15'05" East 14.79 feet;

thence South 01°44'55" West 2.50 feet;

thence South 88°15'05" East 6.49 feet to said easterly line;

thence along said easterly line South 00°24'24" East 10.01 feet to the **True Point of Beginning.**

Containing 1,404 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5, 2007.00 epoch. Divide distances shown by 0.999945103 to obtain ground distance.

See Exhibit ‘B’ attached hereto and made a part hereof.

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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

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: Teri Kahlen
Teri Kahlen, PLS 8746

Date: 8/3/2021

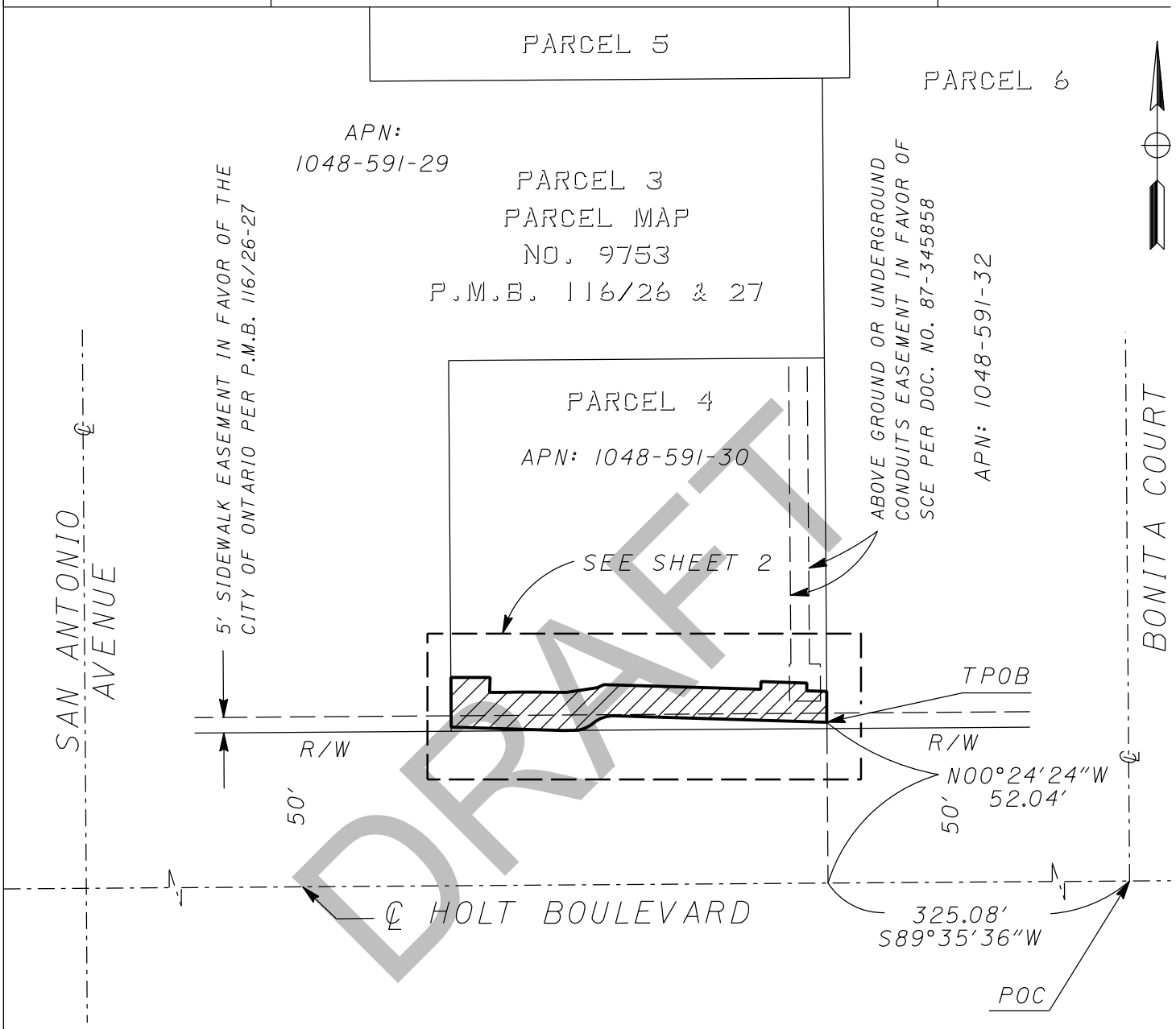


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Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

EXHIBIT B

APN	TYPE OF ESTATE	AREA
1048-591-30	TEMPORARY CONSTRUCTION EASEMENT	1,404 SF



CITY OF ONTARIO
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be acquired
POC	Point Of Commencement
TPOB	True Point of Beginning
(R)	Radial Bearing

THIS PLAT WAS PREPARED UNDER MY DIRECTION

Teri Kahlen 8/3/2021
TERI KAHLEN, PLS 8746 DATE

PROFESSIONAL LAND SURVEYOR
TERI KAHLEN
No. 8746
STATE OF CALIFORNIA

FEET 0 25 50 100 150

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
NB	1"=50'	1	

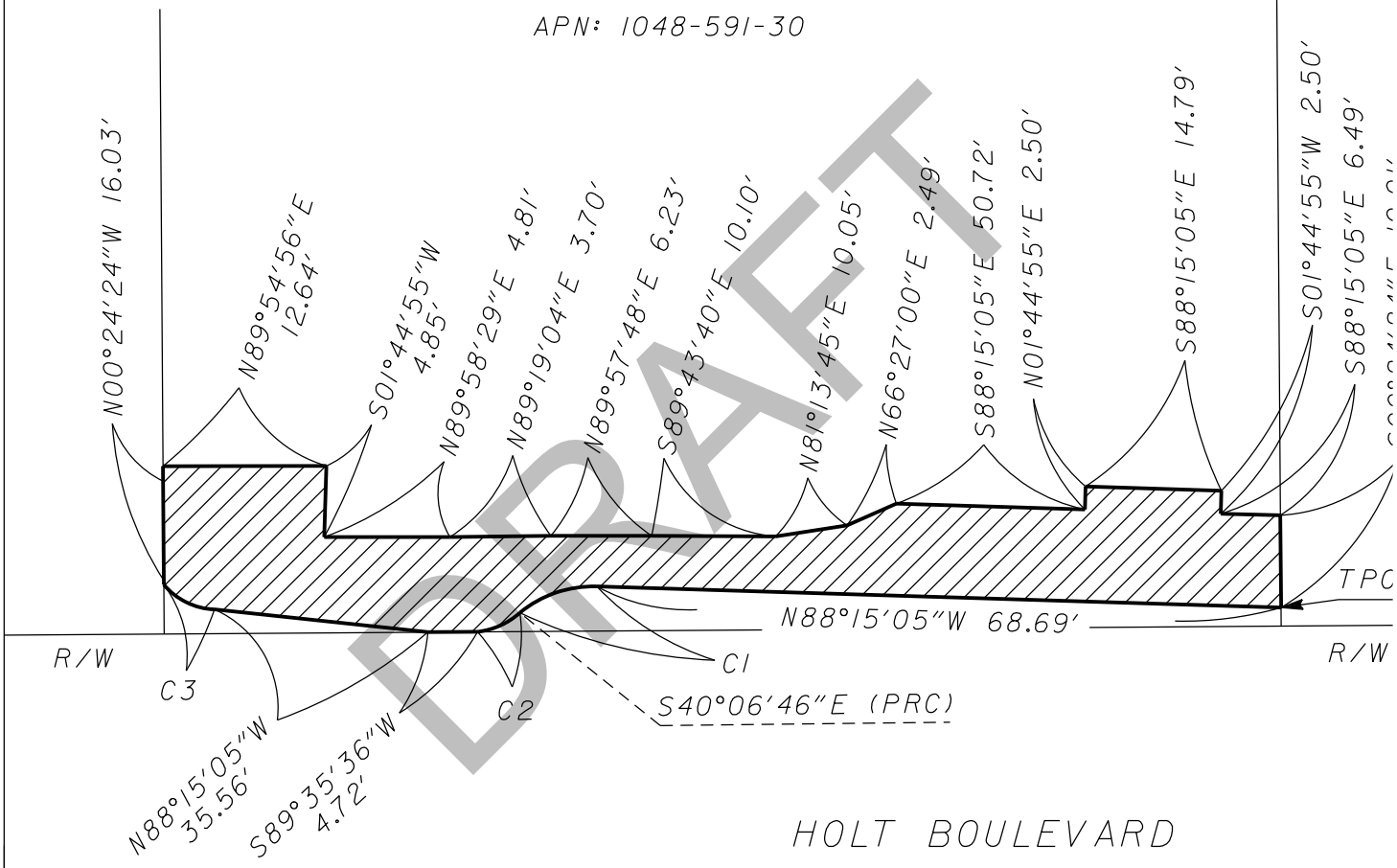
Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

EXHIBIT B

APN	TYPE OF ESTATE	AREA
1048-591-30	TEMPORARY CONSTRUCTION EASEMENT	1,404 SF

PARCEL 4
PARCEL MAP
NO. 9753
P.M.B. 116/26-27

APN: 1048-591-30



DRAFT

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO

LEGEND

▨	Indicates area to be acquired
POC	Point Of Commencement
TPOB	True Point of Beginning
(R)	Radial Bearing

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	10.28'	41°51'41"	7.51'
C2	10.28'	31°11'47"	5.60'
C3	9.94'	03°20'41"	0.58'

PREPARED BY:
PSOMAS
1650 Spruce Street, Suite 400
Riverside, California 92507
(951)787-8421 www.psomas.com

PREPARED BY	SCALE	SHEET NO.	TOTAL SHEETS
NB	NTS	2	

Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

Map Check Report

Project: WVC - OC
Alignment: 1048-591-30 TCE
Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POT	(85113)		1845658.800	6665008.497	0.000
	N 88°15'05" W	68.69			
TC	(85117)		1845660.896	6664939.841	0.000
	Radius:	10.28			
	Delta:	41°51'41"			
	Length:	7.51			
	Chord:	7.35			
	Tangent:	3.93			
	Middle Ordinate:	0.68			
	External:	0.73			
	N 1°44'55" E (Radial)				
CC	( )		1845650.616	6664939.527	0.000
	S 70°49'05" W (Chord)				
	N 40°06'46" W (Radial)				
PRC	(85120)		1845658.481	6664932.901	0.000
	Radius:	10.28			
	Delta:	31°11'47"			
	Length:	5.60			
	Chord:	5.53			
	Tangent:	2.87			
	Middle Ordinate:	0.38			
	External:	0.39			
	N 40°06'46" W (Radial)				
CC	( )		1845666.347	6664926.275	0.000
	S 65°29'08" W (Chord)				
	N 8°54'58" W (Radial)				
CT	(85122)		1845656.187	6664927.869	0.000
	S 89°35'36" W	4.72			
POT	(85123)		1845656.153	6664923.145	0.000
	N 88°15'05" W	35.56			
TC	(85124)		1845657.238	6664887.604	0.000
	Radius:	9.94			
	Delta:	3°20'41"			
	Length:	0.58			
	Chord:	0.58			
	Tangent:	0.29			
	Middle Ordinate:	0.00			
	External:	0.00			
	N 1°44'55" E (Radial)				
CC	( )		1845667.171	6664887.907	0.000
	N 86°34'44" W (Chord)				
	N 5°05'36" E (Radial)				
CT	(85047)		1845657.273	6664887.025	0.000
	N 0°24'24" W	16.03			
POT	(85048)		1845673.298	6664886.911	0.000
	N 89°54'56" E	12.64			
POT	(85125)		1845673.316	6664899.552	0.000
	S 1°44'55" W	4.85			
POT	(85126)		1845668.472	6664899.404	0.000
	N 89°58'29" E	4.81			
POT	(85127)		1845668.474	6664904.214	0.000
	N 89°19'04" E	3.70			
POT	(85128)		1845668.518	6664907.909	0.000
	N 89°57'48" E	6.23			

Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

POT (85129)		1845668.522	6664914.137	0.000
S 89°43'40" E	10.10			
POT (85130)		1845668.474	6664924.239	0.000
N 81°13'45" E	10.05			
POT (85131)		1845670.007	6664934.175	0.000
N 66°27'00" E	2.49			
POT (85132)		1845671.004	6664936.462	0.000
S 88°15'05" E	50.72			
POT (85133)		1845669.456	6664987.156	0.000
N 1°44'55" E	2.50			
POT (85134)		1845671.955	6664987.232	0.000
S 88°15'05" E	14.79			
POT (85135)		1845671.504	6665002.012	0.000
S 1°44'55" W	2.50			
POT (85136)		1845669.005	6665001.936	0.000
S 88°15'05" E	6.49			
POT (85138)		1845668.807	6665008.426	0.000
S 0°24'24" E	10.01			
POT (85113)		1845658.800	6665008.497	0.000

Northing Error: -0.004 ft
Easting Error: -0.003 ft
Closing Direction: N 38°58'30" E
Closing Distance: 0.005 ft
Closed Area: 1404.2 sq ft (0.0 ac)
Perimeter: 280.564 ft
Precision: 53600.791

Attachment: SBCTA - Resolution of Necessity (September 2025 RON) (11835 : Hearing to Consider RON for Property Interests for the WVC

WEST VALLEY CONNECTOR PROJECT

RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Ramie Dawit
SBCTA Right-of-Way Manager

Board of Directors
September 3, 2025

San Bernardino County Transportation Authority

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project

2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury

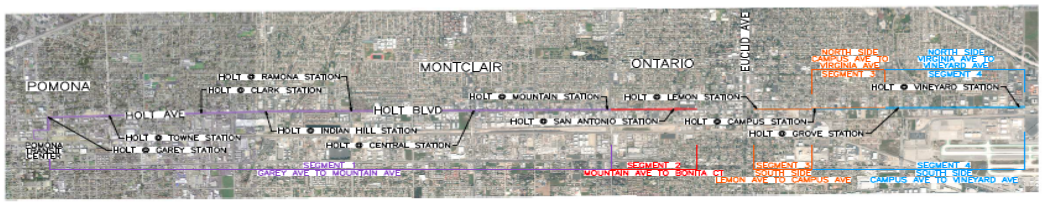
3. The real property to be acquired is necessary for the project

4. The offer of just compensation has been made to the property owner

SBCTA Request

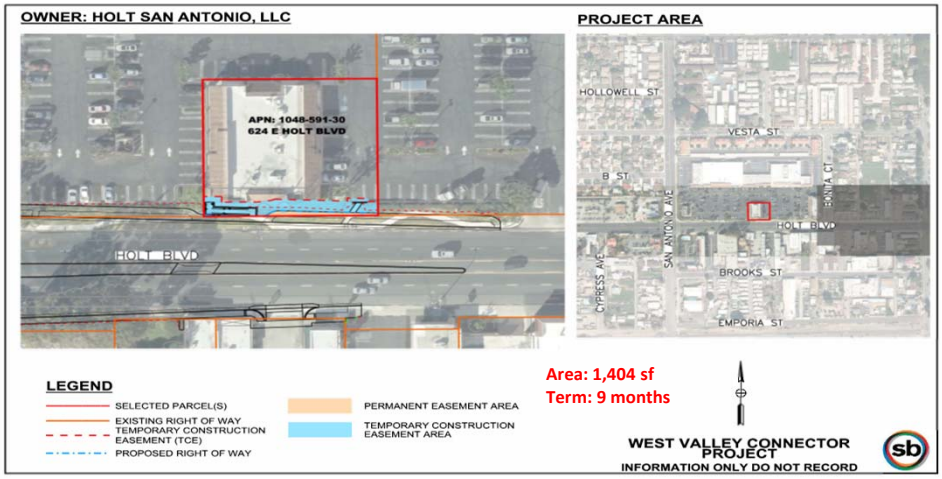
Attachment: 11835 PP (11835 : Hearing to Consider RON for Property Interests for the WVC Project)

- Connect the Pomona, Montclair, Ontario, and Rancho Cucamonga communities with improved bus service with 10-minute headways during peak hour and 15-minute headways off peak hour and with stops at the Pomona Transit Center, Ontario International Airport, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens
- Construct 21 bus stations serving the 19-mile-long route between the Pomona Transit Center in Pomona and Victoria Gardens in Rancho Cucamonga
- Widen approximately 3.5 miles of Holt Boulevard in Ontario to accommodate dedicated bus lanes and five center-running bus stations
- Introduce transit signal priority at intersections to improve bus service
- Provide enhanced amenities for passengers at stations including bike racks and improved wayfinding signage
- Install pantograph charging to allow for use of sustainable electric bus fleet
- Construct continuous sidewalk along both sides of Holt Boulevard through the City of Ontario to improve pedestrian accessibility



WEST VALLEY CONNECTOR PROJECT
INFORMATION ONLY DO NOT RECORD

West Valley Connector Project



Recommendation: B

Parcel Location

Attachment: 11835 PP (11835 : Hearing to Consider RON for Property Interests for the WVC Project)

Communication Summary

No.	Ownership	Mailing	In Person/Virtual Meeting	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
B.	Holt San Antonio, LLC					12		12
	*Property visit, phone call and/or email with no response							

Offer of Just Compensation

Item	Ownership		Offer Date
B.	Holt San Antonio, LLC		4/15/25

Communication Summary/ Offer of Just Compensation

SBCTA ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:

1. **The public interest and necessity require the proposed project**
2. **The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury**
3. **The real property to be acquired is necessary for the project**
4. **The offer of just compensation has been made to the property owner**

Staff Recommendation

Attachment: 11835 PP (11835 : Hearing to Consider RON for Property Interests for the WVC Project)

THANK YOU

Attachment: 11835 PP (11835 : Hearing to Consider RON for Property Interests for the WVC Project)

Minute Action

AGENDA ITEM: 37

Date: September 3, 2025

Subject:
Approve Policy No. 31602 Revisions and Adopt Resolution for Fee Increases Fiscal Year 2025/2026

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

A. Conduct a public hearing, pursuant to Government Code Section 66018, to consider approving an increase of fees charged for application, amendment, appeal, engineering review, complex review, and annual administration fees.

B. Adopt Resolution No. 25-064, establishing the schedule of fees collected under Policy No. 31602, SBCTA Real Property, for grants of use of SBCTA real property.

C. Approve revisions to Policy No. 31602, SBCTA Real Property, to clarify payment of complex review fees~~, and~~ authorize the Executive Director to write off uncollected fees up to $2,500, **and establish a lapse of grant of use applications for unresponsiveness**.

Background:
On July 2, 2014, the Board of Directors (Board) approved Rail Property Policy No. 31602 (Policy), which set forth the policies, procedures, delegations of authority, and bases for imposing fees and charges associated with ownership, management, and grants of rights of use of San Bernardino County Transportation Authority (SBCTA) Rail Property; Resolution No. 14-027, which established fees and charges for the Rail Property; and templates for license agreements and various grants of rights of use and documents pertaining to management of Rail Property.

During the development of policies, templates, fees, and charges, the management of SBCTA rail property was outsourced to a consultant. In 2021, SBCTA created an additional right-of-way staff position, began to manage rail properties internally, and revised the title of Policy No. 31602 from SBCTA Rail Property to SBCTA Real Property. As of March 2025, SBCTA's rail assets portfolio included approximately 1,173 licenses, leases, and agreements, generating roughly $282,000 in annual revenue.

Since more than ten years have passed since the fixed fee schedule for administrative fees was adopted, staff conducted a cost study analysis to determine the amount of staff and legal services, time, and other SBCTA expenses that were associated with typical grants of rights of use. This analysis is the basis for the schedule of fees and charges attached to Resolution No. 25-064. This Resolution ensures fees and charges collected pursuant to Policy No. 31602 fully recover SBCTA's costs and expenses associated with grants of rights of use.

As to granting the Executive Director authority to write off fees, Policy No. 31602 Part IX.G grants the Executive Director to waive fees but does not address uncollected fees.

Accordingly, an update to Policy No. 31602 is recommended. The proposed changes are summarized as follows:

a. Revision of language in Part IX Section A, separating engineering review from the base application fee, establishing a minimum Engineering Review Fee, and conforming

language regarding additional engineering reviews or complex reviews to reference the new Engineering Review Fee rather than the Application Fee.

b. Addition of Part IX Section I to grant the Executive Director authority to write off uncollected fees, not-to-exceed $2,500 per year per grant of use, where the Executive Director has determined it is in the best interests of SBCTA to do so. Written-off fees will be reported to the Board as part of the Bi-Annual Grant of Use Report of Executive Director actions taken pursuant to authority Policy No. 31602.

c. Addition of a new Part XI establishing time limits for grant of use applications, whereby an application lapses and is deemed terminated if the applicant fails to respond to SBCTA's written request for prescribed documents/actions within eight weeks of the request.

Pursuant to Government Code Section 66018, SBCTA must conduct a public hearing prior to considering an increase of fees charged for application, amendment, appeal, complex review, and annual administration so that the Board may hear testimony and evidence before making findings of facts that such increases are necessary and limited to the amounts required to cover SBCTA's reasonable regulatory costs.

Consistent with Policy No. 31602, IX.F, Resolution No. 25-064 ~~**authorizes the Executive Director to increase**~~ **automatically increases** the use fees annually using the Consumer Price Index. Resolution No. 25-064 supersedes Resolution No. 14-027 and Resolution No. 20-051.

As best practice, staff will conduct a cost study analysis every five years to determine if an increase to SBCTA's grant of use fees is needed, and any recommended changes will be presented to the Board for final approval.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The right of entry application and use fees are included in the adopted Budget for Fiscal Year 2025/2026 and will be received in the Rail Assets Fund in Program 30, Transit.

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 draft policy and resolution. **Updates were made to the draft policy and resolution after the June General Policy Committee meeting. Changes are shown in bold font in those documents, in the recommendations, and mentioned in the background of the item.**

Responsible Staff:
Ryan Aschenbrenner, Right of Way Manager

RESOLUTION NO. 25-064

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AMENDING FEES AND CHARGES FOR RAIL PROPERTY

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) owns and operates both active and inactive railroad right of way, as well as other rail related properties, including but not limited to rail stations and parking facilities (collectively "Rail Property") within the County of San Bernardino; and

WHEREAS, from time to time, individuals, government entities, and businesses need or desire access to, or a right to use SBCTA Rail Property for a variety of purposes; and

WHEREAS, SBCTA has adopted a Real Property Policy, Policy No. 31602, setting forth policies, procedures, delegations of authority, and bases for imposing fees and charges associated with ownership, management, and grants of rights of use of SBCTA Rail Property; and

WHEREAS, Policy No. 31602 establishes the principles of full recovery of SBCTA costs and expenses and fair market return for Rail Property use upon which applications, administration, use, amendment/extension, engineering review and appeal fees will be charged to those applying for and/or receiving grants of rights of use of SBCTA Rail Property; and

WHEREAS, SBCTA established fees and charges, including the Administration Fee, for use of the SBCTA Rail Property under Resolution No. 14-027; and

WHEREAS, SBCTA has approved and authorized use of templates for a Master License Agreement (MLA), Specific License Exhibit (SLE), and exhibits and attachments for granting of rights of use to a public or private entity that owns multiple utility facilities within SBCTA Rail Property; and

WHEREAS, by Resolution No. 17-029, the Board reduced the Administration Fee imposed on MLAs under Policy No. 31602 and Resolution No. 14-027 with the introduction of a sliding scale reflecting the lower "per license" cost of administration of multiple SLEs under an MLA; and

WHEREAS, by Resolution No. 20-051, the Board clarified that the aggregate Administration Fee shall increase with the number of SLEs in an MLA, however, the amount the aggregate Administration fee increases per location is reduced based upon how many locations are licensed under the MLA; and

WHEREAS, SBCTA staff studied the amount of staff, consultant and legal services time and other expenses spent to process and administer typical grants of rights of use ("SBCTA Fee Study"); and

DRAFT

Attachment: Resolution 25-064 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

WHEREAS, SBCTA's Fee Study has concluded that SBCTA's ongoing costs with respect to processing and administering typical grants of use, including insurance verifications, site inspections, billing and collections, and other administrative functions, exceed the fee schedule for Administration Fees established under Resolution No. 14-027.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Authority, as follows:

Section 1. The foregoing recitals are true and correct and are incorporated into this Resolution.

Section 2. The fees and charges set forth in Table 1, attached to and incorporated into this Resolution, are hereby adopted and imposed, and shall be payable as set forth in Table 1 and Policy No. 31602.

Section 3. The ~~SBCTA Executive Director or designee is hereby authorized to increase the fees and charges~~**Use Fees** set forth in Table 1 **shall be automatically increased** annually by the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside, San Bernardino, Ontario, all items (December 2017=100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above.

Section 4. The SBCTA Executive Director or designee is hereby authorized to apply MLA Administration Fee reductions as set forth in Table 2, attached to this Resolution, calculated based upon the number of active SLE locations under any MLA executed after the date of adoption of Resolution 20-051 and the Administration Fee amount established by this Board of Directors under this Resolution or as later amended.

Section 5. This resolution shall apply to grants of use issued or amended, in part or whole, after the Effective Date.

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

DRAFT

Attachment: Resolution 25-064 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority Board held on **September 3**, 2025.

_____
Rick Denison, Board President
San Bernardino County Tranportation Authority

ATTEST:

_____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

DRAFT

Attachment: Resolution 25-064 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

RESOLUTION 25-064
TABLE 1
SCHEDULE OF FEES AND CHARGES

2025

Admin Fees Fixed, effective September 3, 2025

FEE TYPE	APPLICATION/EXPLANATION	AMOUNT OF FEE
Application Fee	All grants of rights of use, except special right of entry when waived by the Executive Director pursuant to Policy No. 31602. Also applies to application for Consent to an Assignment, Assumption of Lease or License, or to a Sublease. Payable at time of filing application. Where the Executive Director determines that the nature of the use or other circumstances is likely to render **SBCTA**' s costs for processing and evaluating the application significantly higher than for a typical application, the minimum fee shall be a deposit against the actual costs. The Executive Director may require the deposit to be replenished prior to incurring additional costs.	$3,500 Minimum
Engineering Review Fee	Payable upon determination that engineering review is necessary to ensure compatibility with exisitng property uses and compliance of applicable standards	$1,500 Minimum
Administration Fee	All grants of rights of use, except special rights of entry and leases; payable annually in advance on each anniversary of the grant of right of use.	$1,500 per annum per location
Amendment or Extension Fee	Payable upon submitting a request for amendment or extension of the term of an existing **SBCTA** Rail Property grant of right of use. Where the Executive Director determines that the nature of the use or other circumstances is likely to render **SBCTA**'s costs for processing and evaluating the amendment or extension significantly higher than for a typical application, the minimum fee shall be a deposit against the actual costs. The Executive Director may require the deposit to be replenished prior to incurring additional costs.	$1,500 Minimum
Appeal Fee	Payable by Appellant upon filing of an appeal of any Executive Director Decision regarding a grant of right of use, or an applicant's request for referral of an application to the Board.	$2,500
Use Fee	Based Upon Type of Use As Set Forth Below	Payable upon Right of Use Effective Date, then annually on the Effective Date anniversary, except as specified below

Attachment: Resolution 25-064 Table 1 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

Admin Fees cannot be CPI escalated, require a Public Hearing to increase.

RESOLUTION 25-064
TABLE 1
SCHEDULE OF FEES AND CHARGES

2025

Admin Fees Fixed, effective September 3, 2025

	Transverse Crossings	
	Commercial use fiber optic, cable or other conduit crossings--aerial or subsurface	Per annum per conduit:
	>0" - 2" Diameter	$2,918
	>2" - 3" Diameter	$6,564
	>3" - 4" Diameter	$11,670
	>4" - 5" Diameter	$18,236
	>5"	$927 per sq. inch or part thereof of conduit cross-section area (πR^2 x)
	Other aerial and subsurface utilities and other commercial uses	Fair Market-Minimum $2,186 per annum per location
	Basic public safety and welfare uses for public agencies (e.g., traffic signal wires and conduits, flood control facilities, etc.)	$2,186 one-time fee per location
	Longitudinal Uses	
	All utilities, and may also apply to access roads and similar non-exclusive uses.	Fair Market-Minimum $727 per annum
	Lease Fees/Rents	Fair Market-Minimum $2,186 per annum.
	Surface Uses	
	On-site motion picture filming-commercial non- public producers	Fair Market-Minimum $2,918 per day (up to 24 hours)
	On-site motion picture filming--Public agencies, tax qualified non-profit entities and student projects	$365 per day
	Support uses associated with commercial off-site motion picture filming activities such as parking, storage, camera placement, etc.	Fair Market-Minimum $1,459 per day or portion thereof
	Short term commercial, public or quasi-public uses and/or events admitting members of the public (e.g. carnivals, parking, Christmas tree sales, pumpkin sales, etc.)	Fair Market-Minimum $727 per day or portion (may be subject to bid per Policy 31602)
	Short term, low-risk uses associated with property surveys, non-invasive environmental reviews, etc. of adjoining properties, and similar purposes, less than one week in duration	$2,186 one-time fee

Attachment: Resolution 25-064 Table 1 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

Admin Fees cannot be CPI escalated, require a Public Hearing to increase.

TABLE 2

SBCTA RAIL PROPERTY MASTER LICENSE AGREEMENT (MLA)

ADMINISTRATION FEE REDUCTION

Number of Active Licenses (SLEs)	Percent Administration Fee Reduction
Qty. 2-15	Thirty (30%) percent
Qty. 16-30	Fifty (50%) percent
Qty. 31 or more	Eighty (80%) percent

The Administration Fee for a MLA shall increase for each additional location and the average Administration Fee per location shall decrease for each additional location.

Example: A MLA with a single location has an Administration Fee equivalent to the Administration Fee for a single license. A MLA with two locations has an Administration Fee equivalent to one hundred seventy percent times the Administration Fee for a single license.

Locations	Discount Tier	Equivalent Individual License Admin Fee	Admin Fee Per Location	Locations	Discount Tier	Equivalent Individual License Admin Fee	Admin Fee Per Location
1	0%	100%	100.0%	17	50%	1180%	69.4%
2	30%	170%	85.0%	18	50%	1230%	68.3%
3	30%	240%	80.0%	19	50%	1280%	67.4%
4	30%	310%	77.5%	20	50%	1330%	66.5%
5	30%	380%	76.0%	21	50%	1380%	65.7%
6	30%	450%	75.0%	22	50%	1430%	65.0%
7	30%	520%	74.3%	23	50%	1480%	64.3%
8	30%	590%	73.8%	24	50%	1530%	63.8%
9	30%	660%	73.3%	25	50%	1580%	63.2%
10	30%	730%	73.0%	26	50%	1630%	62.7%
11	30%	800%	72.7%	27	50%	1680%	62.2%
12	30%	870%	72.5%	28	50%	1730%	61.8%
13	30%	940%	72.3%	29	50%	1780%	61.4%
14	30%	1010%	72.1%	30	50%	1830%	61.0%
15	30%	1080%	72.0%	31	80%	1850%	59.7%
16	50%	1130%	70.6%	32	80%	1870%	58.4%

Attachment: Resolution 25-064 Table 2 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

San Bernardino County Transportation Authority		**Policy**	**31602**
Adopted by the Board of Directors	July 2, 2014	Revised	~~10/06/21~~09/03/25
SBCTA Real Property		Revision No.	~~2~~3

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

Table of Contents

| Purpose | References | Definitions | Policy | Types of Grants of Right of Use | Principles of Grants of Right of Use | |Executive Director Authority | Specific Uses | Fees and Charges | Appeals | Revision History

I. PURPOSE

This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of real property owned by SBCTA.

II. REFERENCES

California Government Code § 6066
Policy 10006, Authority to Act Upon Certain Claims
Policy 11000, Procurement and Special Risk Assessment
Policy 34509, Project Development and Program Management Signatory and Approval Authority

III. DEFINITIONS

"AMTRAK" – means the National Railroad Passenger Corporation.

"BNSF" – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.

"Board of Directors" – means the legislative body of SBCTA.

"Board" – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.

"Encroachment" – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.

"Executive Director" – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.

"Grant of Right of Use" – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of SBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.

"Longitudinal use" – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.

"Operator" – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any SBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on SBCTA Property.

Attachment: Policy 31602 Rev 3 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

"Permittee" – means the person or entity to whom the grant of right of use is issued.

"Railroad Operating Envelope" – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.

"SANBAG Entity(ies) – means SBCTA's predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.

"SBCTA" – means the San Bernardino County Transportation Authority.

"SBCTA Authority" – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.

"SBCTA Property" – means any real property in which SBCTA has any right, title or interest.

"SCRRA" – means Southern California Regional Rail Authority, also known as Metrolink.

"Temporary Construction Easement" or "TCE" – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.

"UPRR" – means Union Pacific Railroad, or any applicable related entity or affiliate.

IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

V. TYPES OF GRANTS OF RIGHT OF USE

A. Easements. Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA's interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.

B. Leases.

1. SBCTA Property. Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed $5,000 per month. All other leases of SBCTA Property require Board review and approval.

2. Santa Fe Depot. Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:

   a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices

Attachment: Policy 31602 Rev 3 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.

b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.

c. The Executive Director is authorized to approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.

d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.

C. Licenses. Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.

D. Permits. Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:

1. **Right of Entry Permit**. A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.

2. **Special Event Permit**. A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.

3. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by ~~the Risk Manager or Director of Special Projects and Strategic Initiatives~~**SBCTA** would be an economic hardship on the applicant and ~~the Risk Manager~~**SBCTA's Executive Director, Deputy Executive Director, Procurement Manager,** and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

A. Limitations on Authority. No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.

B. Approved Templates. All grants of rights of use shall be issued on the templates approved as to form by General Counsel. The Executive Director, with the approval of General Counsel, shall have power to alter or amend the form of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section

Attachment: Policy 31602 Rev 3 (11714 : Policy No. 31602 Revisions and Resolution for Fee Increases Fiscal Year 2025/2026)

VII, subsection ~~D~~B below, but shall not have the power to lessen or waive SBCTA's protections, except as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections as previously approved by Board shall require Board approval and the payment of the Appeal Fee to cover the cost of processing the request to the Board.

C. **Extensions, Renewals and Amendments**. Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.

D. **Termination of Grant of Right of Use**. Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.

E. **Consent to Assignment, Assumption or Sublease**. Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.

F. **Encroachment/Trespass/Nuisance**. Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her authority level authorized under Policy 10006, with the advice and approval of General Counsel.

G. **Discretionary Actions**. Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.

H. **Insurance Requirements.** In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's ~~Risk Manager or~~ **Executive Director,** Deputy Executive Director**, or Procurement Manager** ~~of Special Projects and Strategic Initiatives.~~. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section ~~IX~~XI when applicable.

I. **Inspections**. After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.

J. **Exceptions**. Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of

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use document implementing such Board approval or authorization, when approved by General Counsel.

VII. EXECUTIVE DIRECTOR AUTHORITY.

A. Approval of Grant of Right of Use. The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:

1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
   a. It is in the best interest of SBCTA to issue the grant of right of use.
   b. The prospective user is creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
   c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
   d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
   e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
   f. The proposed use does not create a park or recreational use of the SBCTA Property subjecting the SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the SBCTA Property.
   g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the SBCTA Property, including those with Operators or adjoining landowners.
   h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
   i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
   j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
   k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
2. Verify that the prospective user has delivered to SBCTA all of the following:
   a. Valid insurance certificates documenting compliance with all applicable SBCTA and Operator insurance requirements, including required additional insured endorsements.
   b. Proof that all other applicable requirements of any Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
   c. All required fees and charges, including use fees for the initial period of use.

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d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.

3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's **Executive Director, Deputy Executive Director, or Procurement Manager~~Risk Manager~~**.

B. Conditions. The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.

C. Board Approval. Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.

D. Title to SBCTA Property. The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.

E. Emergency Expenditures. In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

VIII. SPECIFIC USES

A. Signs. Only the Board may approve a grant of right of use for a permanent sign structure.

B. Roads and Pathways. Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager~~the Risk Manager~~**.

C. Uses Open to Invitees or the Public. Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager~~the Risk Manager~~**, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.

D. Filming. Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager~~the Risk Manager~~**.

E. Baldwin Park Branch. The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

IX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

A. Application Fee

1. **Payment of Fee**. Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of grants of rights of use, including but not limited to the cost of employees' and contractors' time~~,~~ and attorney ~~and engineering~~ review of SBCTA template agreements, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.

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2. **Engineering Review Fee**. Where engineering expertise is needed to review the proposed use, a non-refundable Engineering Review Fee will apply to cover a minimum of four hours of engineering review. If greater than four hours of engineering review is required, then an additional deposit may be required, and any Engineering Review Fees collected will be credited towards deposits required under Complex Reviews/Additional Fees.

~~2.~~3. **Separate Fee for Subsequent Reviews**. If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee and, if applicable, Engineering Review Fee for each such subsequent review.

~~3.~~4. **Complex Reviews/Additional Fees**. Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application ~~Fee~~and/or Engineering Review Fees, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted ~~Application~~Engineering Review Fee amount shall then be a deposit against such full actual ~~cost~~costs for engineering and/or legal review, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.

~~4.~~5. **Consent Assignment, Assumption, Subleases Fee**. At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

B. Administration Fee. Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

C. Use Fee.

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as “Rents”, and the terms “Use Fee” and “fee” or “fees” as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

1. **Fixed Use Fee**. The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.

2. **Fair Market Use Fee**. The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of SBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:

   a. appraisal data related to the acquisition of property for SBCTA projects;

   b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;

   c. comparable sales and/or rents of adjacent properties;

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d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject SBCTA Property;

e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and

f. appraised value of neighboring properties (commonly referred to as "Across the Fence" or ATF values) as determined by a periodic appraisal of SBCTA's ROW properties.

3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10' wide facility corridor.

4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA's economic return on the SBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.

5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.

6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.

7. Revenue Sharing. For commercial uses generating revenue on SBCTA Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee's earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA's best interests to do so and all other requirements of this Policy have been met.

8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.

D. Extension Fee. Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.

E. Appeal Fee. The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.

F. Adjustments. Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.

G. Waivers. The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.

H. Reporting. The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.

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I. **Write-off of Fees**. The Executive Director may write off uncollected sums of up to $2,500, per year per grant of use, when the Executive Director determines it is in the best interests of SBCTA to do so.

X. APPEALS

A. Executive Director Decision.

The following decisions by the Executive Director are appealable by a Permittee or applicant for a grant of right of use:

1. Denial of an application for issuance, amendment, extension, or assignment of a grant of right of use;
2. Establishment of a Fair Market Use Fee;
3. Termination of a grant of right of use;
4. Imposition of a condition; or
5. Any other discretionary decision permitted under this Policy.

B. Appeal Procedures.

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

1. Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
2. The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
    a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
    b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

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~~XI~~

XI. LAPSING/TERMINATION OF APPLICATION

An application for a grant of use shall lapse and thereby be deemed terminated if the applicant is not responsive after SBCTA receives a completed application and prior to any grant of use approval under the application. An applicant is not responsive for purposes of this Section XI of the Policy if the applicant fails to provide requested documents and perform requested actions, as described in a written communication from SBCTA to the applicant, within eight (8) weeks from SBCTA sending such request. Once an application is hereby terminated, the applicant must comply with all application submittal requirements for any subsequent/renewed requests for a grant of use, including a new payment of all applicable fees.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602 Part II – Update definitions reflecting a change to SBCTA from SANBAG Part III Section A – Remove Form of Title as SBCTA is a singular entity. Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies. Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying language updates. Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance. Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps. Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies. Changes approved by the Board on March 6, 2019, Agenda Item 16.	03/06/19
2	Part I – revised to indicate this policy applies to all Real Property and not just Rail Property. Part II – added references Part III – revised definitions to reflect the change from Rail to Real Property Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000. Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement. Part IX Section A minor corrections. Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy. Changes approved by the Board on October 6, 2021, Agenda Item 3.	10/06/21
3	Part IX Section A – revised to separate engineering review from the application fee and added a new subsection at subsection 2to indicate payment of a minimum Engineering Review Fee when applicable, existing subsections renumbered to accommodate the inserted subsection. Clarified language in Payment of Fee, Separate Fee for Subsequent Reviews, and Complex Reviews/Additional Fees concerning scope of the respective fees in relation to the Engineering Review Fee Part IX Section "I" – added to define Executive Director authority limits to write off uncollected fees. Part XI Revision History renumbered to Part XII **Part XI added Timeliness of Applications concerning discontinuance of applications for lack of responsiveness**	09/03/25

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San Bernardino County Transportation Authority		Policy	31602
Adopted by the Board of Directors	July 2, 2014	Revised	09/03/25
SBCTA Real Property		Revision No.	3

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

Table of Contents

| Purpose | References | Definitions | Policy | Types of Grants of Right of Use | Principles of Grants of Right of Use | |Executive Director Authority | Specific Uses | Fees and Charges | Appeals | Revision History

I. PURPOSE

This policy establishes guidelines, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of real property owned by SBCTA.

II. REFERENCES

California Government Code § 6066
Policy 10006, Authority to Act Upon Certain Claims
Policy 11000, Procurement and Special Risk Assessment
Policy 34509, Project Development and Program Management Signatory and Approval Authority

III. DEFINITIONS

"AMTRAK" – means the National Railroad Passenger Corporation.

"BNSF" – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.

"Board of Directors" – means the legislative body of SBCTA.

"Board" – means the Board of Directors or such committee or other body comprised of members of the Board of Directors, as the Board of Directors may designate.

"Encroachment" – means any use of, or entry upon, any property without a written grant of right of use from SBCTA.

"Executive Director" – means the Executive Director of SBCTA and shall be deemed to include any designee specified by the Executive Director to act in his or her place.

"Grant of Right of Use" – means any permit, license, lease, or easement duly authorized, executed and issued by SBCTA in writing, that expressly authorizes a specific use of SBCTA Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.

"Longitudinal use" – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e., across) it.

"Operator" – means any and all applicable persons or entities having any right to operate any railroad or transit service over or along any SBCTA Property, including but not limited to BNSF, UPRR, SCRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad or transit service on SBCTA Property.

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"Permittee" – means the person or entity to whom the grant of right of use is issued.

"Railroad Operating Envelope" – means the right-of-way area within 20 feet of the centerline of any railroad tracks used or useable for railroad operations.

"SANBAG Entity(ies) – means SBCTA's predecessor, San Bernardino Associated Governments, and its various entities, including but not limited to, the San Bernardino County Transportation Commission.

"SBCTA" – means the San Bernardino County Transportation Authority.

"SBCTA Authority" – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.

"SBCTA Property" – means any real property in which SBCTA has any right, title or interest.

"SCRRA" – means Southern California Regional Rail Authority, also known as Metrolink.

"Temporary Construction Easement" or "TCE" – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.

"UPRR" – means Union Pacific Railroad, or any applicable related entity or affiliate.

IV. POLICY

All grants of right of use for SBCTA Property will be authorized and managed in accordance with the following provisions. This policy shall not affect existing grants of right of use entered into prior to the effective date of this Policy, but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

Any SBCTA Property subject to the terms and conditions of a cooperative agreement which provides that another agency is responsible for managing and/or operating such property is exempt from the provisions of this policy. Property acquired in connection with construction of an SBCTA project, which property SBCTA will dispose of after completion of the project, are exempt from the provisions of this policy.

V. TYPES OF GRANTS OF RIGHT OF USE

A. Easements. Easements are generally disfavored. Easements which may impact existing or future rail operations will be granted only when compelled by law or when necessary to protect SBCTA from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SBCTA property; easements needed to relocate an existing public utility easement having prior rights as against SBCTA's interest in the property, where the need for relocation was caused by a SBCTA project; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year or less, may be approved and executed by the Executive Director. All other easements must be approved by the Board.

B. Leases.

1. SBCTA Property. Leases are generally disfavored but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the Railroad Operating Envelope, and will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section IX of this policy, does not exceed $5,000 per month. All other leases of SBCTA Property require Board review and approval.

2. Santa Fe Depot. Notwithstanding Subsection 1 above, leasing of space within the Santa Fe Depot shall be subject to the following:

   a. Notices requesting offers to lease shall be posted in the SBCTA offices, mailed or emailed to any person who has filed a written request with SBCTA for such notice, and published in a newspaper of general circulation as provided in Government Code § 6066. All such notices

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shall be posted, mailed or emailed, and published at least 15 days prior to accepting any offers to lease. All requests to receive notices of offers to lease shall be renewed annually.

b. Notices requesting offers to lease shall describe the property proposed to be leased, the terms of the lease, and the location where offers to lease will be accepted.

c. The Executive Director is authorized to approve and execute leases processed in accordance with this section, so long as the lease term is for 5 years or less.

d. Board approval is required for all leases exceeding 5 years, and for renewals/extensions of leases originally approved and executed by the Executive Director that extend the original lease term to longer than 5 years.

C. Licenses. Licenses are favored when the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.

D. Permits. Permits are favored when the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SBCTA:

1. **Right of Entry Permit**. A Right of Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to: environmental studies; property surveys; and the construction, maintenance, or renovation of an improvement or facility, either on SBCTA Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.

2. **Special Event Permit**. A Special Event Permit is issued where the applicant will be using SBCTA Property to conduct a special event, such as, but not limited to, a party, sale, show, festival, sporting event, or filming of a motion picture or television. It shall be issued in substantially the same form as a Right of Entry Permit. However, the Executive Director is authorized to condition, add to, delete from, and/or modify the Right of Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, including the power to lessen or waive SBCTA's protections, with the advice and approval of General Counsel.

3. **Special Right of Entry Permit.** A Special Right of Entry permit is issued when an adjoining property owner needs access to SBCTA Property for mutually beneficial purposes not involving significant risks and hazards, such as, but not limited to, lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the insurance requirements as stipulated by **SBCTA** would be an economic hardship on the applicant and **SBCTA's Executive Director, Deputy Executive Director, Procurement Manager,** and/or General Counsel determines that the level of risk involved does not require more protection for SBCTA, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.

VI. PRINCIPLES AND AUTHORITY TO EXECUTE GRANTS OF RIGHT OF USE

A. Limitations on Authority. No SBCTA employee, officer or agent, or any other person, has any authority to promise, commit or bind SBCTA to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.

B. Approved Templates. All grants of rights of use shall be issued on the templates approved as to form by General Counsel. The Executive Director, with the approval of General Counsel, shall have power to alter or amend the form of the template for a particular transaction where necessary or desirable to protect SBCTA's interests, including but not limited to the imposition of conditions as set forth in Section VII, subsection **B** below, but shall not have the power to lessen or waive SBCTA's protections, except

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as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SBCTA's protections as previously approved by Board shall require Board approval and the payment of the Appeal Fee to cover the cost of processing the request to the Board.

C. Extensions, Renewals and Amendments. Except as provided in V.B., any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SBCTA Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.

D. Termination of Grant of Right of Use. Any grant of right of use may be terminated in accordance with its terms by the same level of SBCTA Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.

E. Consent to Assignment, Assumption or Sublease. Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SBCTA Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.

F. Encroachment/Trespass/Nuisance. Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SBCTA's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/ trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SBCTA in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees, charges owed, and costs to be collected, up to the amount of his or her authority level authorized under Policy 10006, with the advice and approval of General Counsel.

G. Discretionary Actions. Wherever any grant of right of use, regardless of the level of SBCTA Authority originally approving it, provides or implies that SBCTA has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SBCTA's behalf.

H. Insurance Requirements. In most cases, insurance will be required for all grants of right of use. All insurance requirements will be determined and approved by SBCTA's **Executive Director,** Deputy Executive Director**, or Procurement Manager**. Modifications to the insurance requirements will be made pursuant to SBCTA Policy 11000 Section XI when applicable.

I. Inspections. After the grant of right of use has been approved and is being used, SBCTA may, but shall not be required to, conduct an annual or other periodic inspection of the property to verify the Permittee's compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SBCTA may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SBCTA's best interests, or those of the public, to do so. The Permittee shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.

J. Exceptions. Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by General Counsel.

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VII. EXECUTIVE DIRECTOR AUTHORITY.

A. Approval of Grant of Right of Use. The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:

1. Make all of the following findings concerning the proposed use and prospective user, based upon reliable, verified information and evidence:
   a. It is in the best interest of SBCTA to issue the grant of right of use.
   b. The prospective user is creditworthy, can meet the insurance requirements of SBCTA, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
   c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any present or future City, County, Caltrans, Operator, or SBCTA transportation uses, projects or operations, or any SBCTA property or facilities, whether or not rail- or transportation-related.
   d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the prospective user under the current applicable zoning regulations and code requirements.
   e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SBCTA policy, would not create a dangerous or unsafe condition, and is compatible with nearby property uses.
   f. The proposed use does not create a park or recreational use of the SBCTA Property subjecting the SBCTA Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the SBCTA Property.
   g. The proposed use conforms to SBCTA policies and requirements affecting the proposed use and the SBCTA Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the SBCTA Property, including those with Operators or adjoining landowners.
   h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
   i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SBCTA shall have no responsibility or liability for compliance with CEQA or NEPA.
   j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
   k. The fees and charges required to be paid by the prospective user constitute a fair market return on the property or comply with the SBCTA Schedule of Fees and Charges, or that SBCTA is precluded by law from charging a higher fee.
2. Verify that the prospective user has delivered to SBCTA all of the following:
   a. Valid insurance certificates documenting compliance with all applicable SBCTA and Operator insurance requirements, including required additional insured endorsements.
   b. Proof that all other applicable requirements of any Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
   c. All required fees and charges, including use fees for the initial period of use.
   d. Documentation of CEQA/NEPA compliance, where SBCTA is not the lead agency with regards to CEQA/NEPA.

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3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SBCTA's **Executive Director, Deputy Executive Director, or Procurement Manager**.

B. Conditions. The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SBCTA's best interests and public safety are adequately protected.

C. Board Approval. Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.

D. Title to SBCTA Property. The Executive Director is authorized to take all actions and execute all documents necessary or desirable to transfer any SBCTA Property currently held in the name of any SANBAG Entity to the San Bernardino County Transportation Authority, with the approval of General Counsel.

E. Emergency Expenditures. In the event of an emergency or discovery of a dangerous condition of any SBCTA Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds pursuant to SBCTA Policy 11000 Section VI.D.

VIII. SPECIFIC USES

A. Signs. Only the Board may approve a grant of right of use for a permanent sign structure.

B. Roads and Pathways. Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager**.

C. Uses Open to Invitees or the Public. Uses open to invitees of the Permittee or to the public may be subject to additional insurance requirements by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager**, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.

D. Filming. Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by **SBCTA's Executive Director, Deputy Executive Director, or Procurement Manager**.

E. Baldwin Park Branch. The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned, but SBCTA does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SBCTA encourages compatible uses within the right of way which further public purposes and improve the quality of life.

IX. FEES AND CHARGES – NOT APPLICABLE TO THE SANTA FE DEPOT

A. Application Fee

1. **Payment of Fee**. Each prospective user shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of grants of rights of use, including but not limited to the cost of employees' and contractors' time and attorney review of SBCTA template agreements, for the protection of SBCTA's interests over the term of the grant of right of use, and for all anticipated SBCTA administrative and overhead costs for the initial 12 month (or part thereof) period of use.

2. **Engineering Review Fee**. Where engineering expertise is needed to review the proposed use, a non-refundable Engineering Review Fee will apply to cover a minimum of four hours of engineering review. If greater than four hours of engineering review is required, then an additional deposit may

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be required, and any Engineering Review Fees collected will be credited towards deposits required under Complex Reviews/Additional Fees.

3. **Separate Fee for Subsequent Reviews**. If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee and, if applicable, Engineering Review Fee for each such subsequent review.

4. **Complex Reviews/Additional Fees**. Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application and/or Engineering Review Fees, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted Engineering Review Fee amount shall then be a deposit against such full actual costs for engineering and/or legal review, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made, and any overpayment returned to the applicant, and any deficiency shall be paid to SBCTA prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.

5. **Consent Assignment, Assumption, Subleases Fee**. At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

B. Administration Fee. Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12-month period of use.

C. Use Fee.

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as “Rents”, and the terms “Use Fee” and “fee” or “fees” as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

1. **Fixed Use Fee**. The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.

2. **Fair Market Use Fee**. The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of SBCTA Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:

   a. appraisal data related to the acquisition of property for SBCTA projects;

   b. rent/use fees of other nearby and comparable SBCTA grants of rights of use;

   c. comparable sales and/or rents of adjacent properties;

   d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject SBCTA Property;

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e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and

f. appraised value of neighboring properties (commonly referred to as "Across the Fence" or ATF values) as determined by a periodic appraisal of SBCTA's ROW properties.

3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10' wide facility corridor.

4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SBCTA's economic return on the SBCTA Property. The Executive Director shall document the considerations used in setting or agreeing to the value.

5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet), the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.

6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.

7. Revenue Sharing. For commercial uses generating revenue on SBCTA Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the Permittee's earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SBCTA's best interests to do so and all other requirements of this Policy have been met.

8. Pursuant to Board Action taken October 1, 2014, the County of San Bernardino and the incorporated cities and towns located within said county are exempt from the collection of Use Fees imposed by this Policy.

D. Extension Fee. Each Permittee shall pay SBCTA, upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.

E. Appeal Fee. The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid by the Appellant at the time of submitting an Appeal to SBCTA. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.

F. Adjustments. Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.

G. Waivers. The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SBCTA receives value, consideration and/or benefit from the use or the Permittee, or that the Executive Director determines it is in the best interests of SBCTA to do so.

H. Reporting. The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.

I. Write-off of Fees. The Executive Director may write off uncollected sums of up to $2,500, per year per grant of use, when the Executive Director determines it is in the best interests of SBCTA to do so.

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X. APPEALS

A. Executive Director Decision.

The following decisions by the Executive Director are appealable by a Permittee or applicant for a grant of right of use:

1. Denial of an application for issuance, amendment, extension, or assignment of a grant of right of use;
2. Establishment of a Fair Market Use Fee;
3. Termination of a grant of right of use;
4. Imposition of a condition; or
5. Any other discretionary decision permitted under this Policy.

B. Appeal Procedures.

An appeal of an Executive Director Decision by a Permittee or applicant shall comply with the following procedures:

1. Permittee or applicant (Appellant) shall submit a written appeal to the SBCTA Board addressed to the SBCTA Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
2. The Board President shall have authority to, in his or her sole discretion: act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SBCTA officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
    a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
    b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

XI. LAPSING/TERMINATION OF APPLICATION

An application for a grant of use shall lapse and thereby be deemed terminated if the applicant is not responsive after SBCTA receives a completed application and prior to any grant of use approval under the application. An applicant is not responsive for purposes of this Section XI of the Policy if the applicant fails to provide requested documents and perform requested actions, as described in a written communication from SBCTA to the applicant, within eight (8) weeks from SBCTA sending such request. Once an application is hereby terminated, the applicant must comply with all

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application submittal requirements for any subsequent/renewed requests for a grant of use, including a new payment of all applicable fees.

XII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14
1	Part I – Reaffirm Policy 31600 Baldwin Park Branch language inadvertently omitted from Policy 31602 Part II – Update definitions reflecting a change to SBCTA from SANBAG Part III Section A – Remove Form of Title as SBCTA is a singular entity. Part III Section B Subsection 12 – Reference Executive Director Authority pursuant to Policy 11000 to ensure consistency between policies. Part III Section C Subsection 1 – Change permittee to prospective user as not all requests for a grant of right of use will result in a grant of right of use, and other clarifying language updates. Part III Section C Subsection 2 – Formally require prospective users to provide documentation of environmental compliance. Part III Section F – Update Insurance Minimum Requirements to close possible coverage gaps. Part V Section C Subsection 8 added reference to Board action waving fees for SANBAG member agencies. Changes approved by the Board on March 6, 2019, Agenda Item 16.	03/06/19
2	Part I – revised to indicate this policy applies to all Real Property and not just Rail Property. Part II – added references Part III – revised definitions to reflect the change from Rail to Real Property Part V Section B Subsection 2 – added provisions for leases for Santa Fe Depot facility which were previously under Policy 11000. Part VII Section D minimum insurance requirements were deleted as insurance language and limits will be established for each lease or license agreement. Part IX Section A minor corrections. Overall update of terms throughout the policy and reorganize some of the clauses to simplify the policy. Changes approved by the Board on October 6, 2021, Agenda Item 3.	10/06/21
3	Part IX Section A – revised to separate engineering review from the application fee and added a new subsection at subsection 2to indicate payment of a minimum Engineering Review Fee when applicable, existing subsections renumbered to accommodate the inserted subsection. Clarified language in Payment of Fee, Separate Fee for Subsequent Reviews, and Complex Reviews/Additional Fees concerning scope of the respective fees in relation to the Engineering Review Fee Part IX Section "I" – added to define Executive Director authority limits to write off uncollected fees. Part XI Revision History renumbered to Part XII **Part XI added Timeliness of Applications concerning discontinuance of applications for lack of responsiveness**	09/03/25

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Minute Action

AGENDA ITEM: 38

Date: September 3, 2025

Subject:
Amendment to the Fiscal Year 2025/2026 Budget for Arrow Operations

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

A. Approve a funding allocation for $3,000,000 to support litigation services related to the Arrow Service using Measure I Valley Metrolink Rail Service Program funds.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget for Task No. 0314 – Transit Operations to increase Measure I Valley Metrolink/Rail Service Program funds (Fund 4150) by $3,000,000.

Background:
On May 6, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agreement No. 20-1002367 with the Southern California Regional Rail Authority (SCRRA) for operations of the Arrow Service. The agreement was executed to memorialize specific terms for the Arrow Service, including that SCRRA would set up a separate cost center for Arrow operations since the Arrow Service is solely funded by SBCTA. The Arrow Service launched on October 24, 2023, and a yearly operating budget is coordinated with SCRRA and presented to the SBCTA Board for approval. The yearly operating budget includes a budget item for insurance and legal costs, which are intended to cover SCRRA insurance costs and minor claims administration. However, outside legal support for litigation related to the Arrow Service is not included. SCRRA has one active case related to the Arrow Service, in which SCRRA and SBCTA have been named as defendants, and which requires outside legal counsel support. Staff recommends increasing the Arrow Service budget as noted under Recommendation B in order to reimburse SCRRA for outside litigation support and to issue payments directly to the firm supporting SBCTA and SCRRA in litigation support related to the Arrow Service.

Financial Impact:
The litigation services for the Arrow Service was not included in the adopted Budget for Fiscal Year 2025/2026. A budget amendment is required as described in Recommendation B and described in the Background section of this item.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item. This item is going straight to the Board for approval to avoid interruption in litigation support.

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

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Minute Action

AGENDA ITEM: 39

Date: September 3, 2025

Subject:
Gold Line to Montclair Project Cost Increase and Funding Request

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

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

~~B. Provide direction on what the recommendation should be in response to the recent funding request from the Metro Gold Line Foothill Extension Construction Authority.~~

B. Make a determination, based on finalization of the Memorandum of Understanding (MOU) with the Construction Authority and receipt of legal opinion on CMAR, as to how to proceed with MOU. Transit Committee had recommended negotiations conclude and the MOU be finalized by August 29, 2025.

C. Approve keeping $37,199,643 in funding in place until a decision is made regarding how to proceed.

D. Establish an Ad Hoc Committee to work with staff to examine alternatives to the Gold Line Extension for the City of Montclair.

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 the City of Azusa to Pomona, and Phase 2B2 (Project) extends from the City of Pomona to Montclair.

On July 2, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received a Project update and authorized 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 (Construction Authority) Board and return to the Transit Committee in August to consider reallocating $37,199,643 of SBCTA funds from the Project. The two members appointed to the Joint Ad Hoc Committee were Council Member Ray Marquez from the City of Chino Hills and Mayor John Dutrey from the City of Montclair.

During the July Board update, staff mentioned that a major topic under discussion with the Construction Authority was the need for increased collaboration and to memorialize the commitment via a Memorandum of Understanding (MOU). The draft MOU was provided in late June, with initial comments going back to the Construction Authority in early July. Various terms of the MOU were then discussed at a meeting on July 14, 2025, which included Joint Ad Hoc Committee members and staff. The Construction Authority agreed to make further edits to the MOU and the updated draft was provided to SBCTA in late July. Staff has been negotiating the MOU terms in good faith but as of the date of publishing this agenda item, an agreement has not reached because the MOU does not include adequate language to protect

SBCTA's financial interests and long-term liability. While the Construction Authority agreed to make some edits, staff is concerned that an agreement will not be reached and recommends the Board should not consider allocating any additional project funds until an MOU that protects SBCTA's interests is finalized.

In addition, on July 8, 2025, the Construction Authority notified SBCTA of the following items and requests:

- According to the updated estimate, designing and building in San Bernardino County costs estimate will range from $145 million - $244 million (the "upper bound" amount is based on the one bid received in March 2025, which the Construction Authority purports as unrealistically high).
- SBCTA must provide $15.2 million by October 2025 in non-Transit and Intercity Rail Capital Program (TIRCP) funds and then $130 million - $229 million within the next two years.
- By July 25, 2025, provide:
    - The specific funding source for the existing $39 million in non-federal formula funds ($41 million is TIRCP);
    - Evidence that the $39 million has been approved and fully allocated to the Project by the SBCTA Board, with no further action required except to approve the funding agreement described below;
    - An approval schedule that shows a signed funding agreement between SBCTA and Los Angeles Metro in place by October 2025 that commits the entire amount required to pay for design and Construction Manager at Risk (CMAR) pre-construction activities in San Bernardino County;
    - The specific funding source for the additional $130 million (or more) that is expected to be required within two years;
    - A detailed plan to obtain approvals and full allocations of the additional $130 million (or more) to the Project by the SBCTA Board within two years;
    - An approval schedule that shows a signed funding agreement between SBCTA and Los Angeles Metro in place within two years that commits the entire $130 million (or more) to the Project in San Bernardino County.

The latest Project cost to complete the San Bernardino County segment has gone up and is now estimated at $145 million to $244 million, with the low end of the range representing the latest estimate developed for the Project by the Construction Authority and the high end of the range representing the bid previously received by the Construction Authority from the design-build procurement process.

The total allocation previously approved by the Board for the Project is $39 million, of which $1.9 million has been expended on prior phase work. When combined with the $41 million of 2018 TIRCP funds awarded to the San Bernardino County portion of the Project, a total of $80 million has been allocated to the Project with $78.1 million available for remaining Project work.

That means SBCTA will need to increase the funding for the remaining Project work and allocate at least an additional $67 million, and potentially up to $166 million, to cover the current funding gap. Further, SBCTA staff recommends allocating an additional $4 million to $7 million to a Project funding reserve to fund work SBCTA deems necessary but is not included in the Construction Authority's "baseline" project.

The San Bernardino County portion of the Project was fully funded and ready to proceed after the award of the TIRCP funding in 2018. When the first bids were received for the Phase 2B project in 2019, they exceeded the funds available in Los Angeles County and Phase 2B was split into Phase 2B1, the City of Azusa to Pomona, and Phase 2B2, the City of Pomona to Montclair. While the Construction Authority included a "bid option" for the Montclair segment, they were unable to execute on that bid option due to lack of funding to go beyond the City of Pomona and the option expired in 2021. The Construction Authority re-bid Phase 2B2, and the bid received in March 2025 was even higher.

In 2018, the estimated cost to complete the work in San Bernardino County was $80 million and now, in 2025, the estimated cost to complete the work in San Bernardino County is $145 million to $244 million – which is an increase of 80% to 300% in seven years.

The Construction Authority has switched to the CMAR procurement method from the design-build procurement method, which has added a year to the Project schedule, in hopes of reducing contractor risks substantially enough to have lower bids two years from now, in August 2027.

The Construction Authority has initiated procurement activities, and in late June, it released the Request for Proposals (RFP) to hire a team to complete the design/engineering services. The RFP for the CMAR is expected to be issued in October 2025. At the July 2025 meeting of Joint Ad Hoc Committee members and staff, SBCTA requested the Construction Authority to provide written assurance of the propriety of proceeding with the CMAR approach. As of the date this item is published, SBCTA has not received any such assurance from the Construction Authority or the State.

Award of the design/engineering services contract is expected in November 2025, and the award of the CMAR contract is scheduled for early 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 $15.2 million, which is the amount the Board will need to approve to fund the next phase of the Project.

The Construction Authority has requested that $15.2 million in non-TIRCP funds be allocated by October 2025 and then at least an additional $130 million within the next two years.

As reported to the Board on July 2, 2025, prior to the notice of the further Project cost increase, allocating additional funding to the Project 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 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 operation needs, including Metrolink, Arrow, and Omnitrans. The project is not eligible for federal funds as this portion was never federalized.

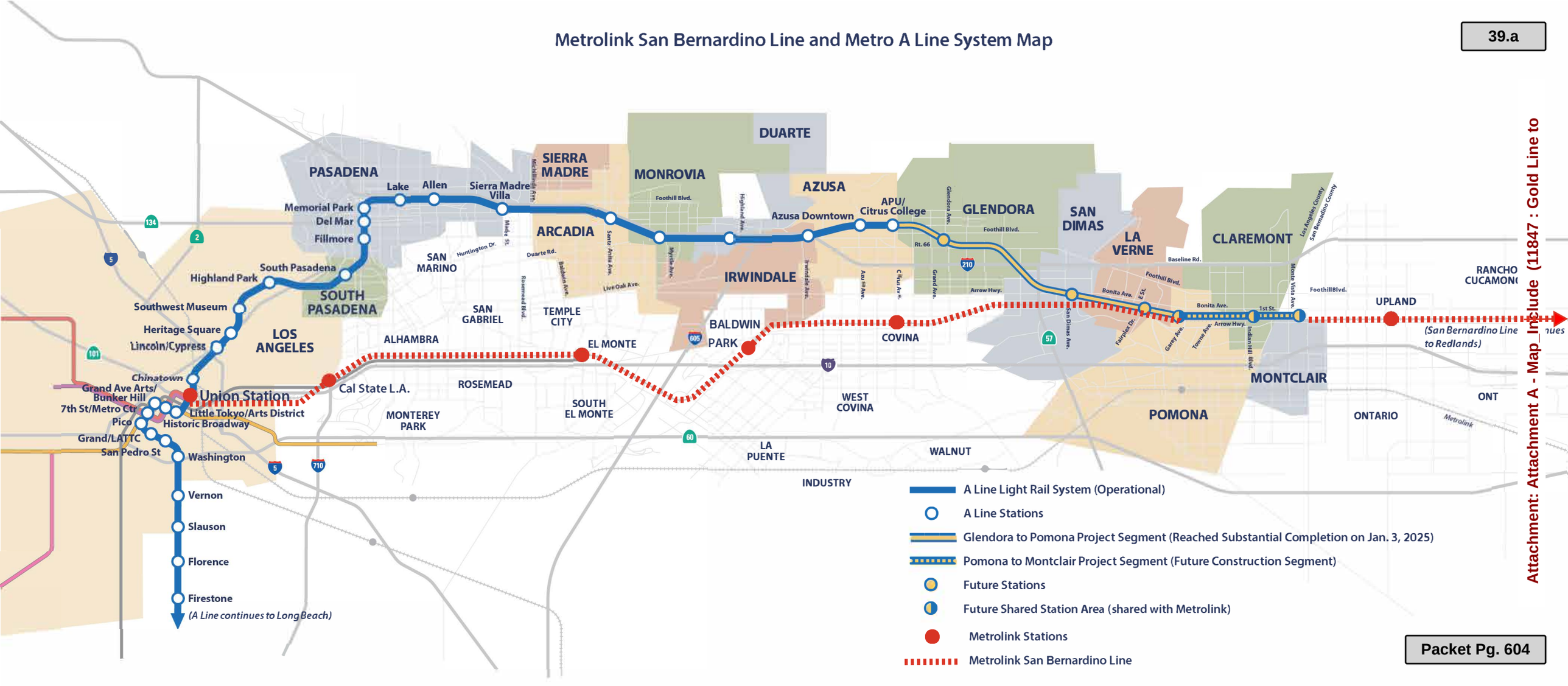
The Transit Committee directed staff to continue negotiations of the MOU with the Construction Authority, and to obtain Gold Line's legal opinion regarding use of the CMAR procurement method, with a hard deadline of August 29, 2025, with the expectation the Board will make a final determination as to how to proceed at the September 3, 2025 Board meeting. The Transit Committee recommended the Board leave the funds as is until further direction is decided on and that the Board President establish an Ad Hoc Committee to work with staff to examine alternatives for the City of Montclair.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. Should the Board decide to allocate the $15.2 million as requested by the Construction Authority by October 2025, a future budget amendment will be required.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on August 14, 2025.

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

Metrolink San Bernardino Line and Metro A Line System Map



Attachment: Attachment A - Map_Include (11847 : Gold Line to

Attachment B

Public Comments and Letters Received

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

From: [redacted]
To: clerkoftheboard
Subject: Item 12 "Gold line..." August 14 SBCTA Transit Committee
Date: Saturday, August 9, 2025 10:24:07 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 Board Members,

I am writing to advocate against the extension of the METRO A line (formerly the Gold line) along the San Bernardino Metrolink right of way. I am excited about the nearly complete station at Pomona North and the valuable interconnection it creates between Metrolink and the Los Angeles METRO A line but additional shared stations in close succession are redundant. Instead I suggest the board push for alternate METRO A line corridors beyond the Pomona North station. Possible alternatives could turn the A line south or southeast of the Pomona North station. This will prevent the A line from cannibalizing the San Bernardino line ridership. Destinations for the A line extension could be LA METRO's Pomona Transit Center near 1st street, the Chino Transit Center, the Ontario Civic Center Transit Center, or (most ambitiously) the Ontario Airport. Any of these options would increase transit interconnectivity and allow for more bus lines to feed into both the A line and Metrolink's San Bernardino line boosting the potential ridership of Omnitrans, Metrolink and LA METRO. Please do not squander the opportunity to better connect the southwest portion of our county. Do not spend funds to replicate the existing double tracked San Bernardino Metrolink corridor between Montclair and Pomona North. Instead, enhance the value of the Metrolink/LA METRO interconnection at Pomona North station by extending the A line into underserved areas of Montclair, Chino, Ontario, or Pomona.

Thank you for your service,

--
Martín Hoecker-Martínez
[redacted]

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

From: [redacted]
To: clerkoftheboard
Subject: Public comment for SBCTA Transit Committee Meeting August 14, 2025
Date: Monday, August 11, 2025 1:09:44 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,

I am writing on Agenda Item 12: Gold Line to Montclair. I share the frustrations with the Metro Gold (A) Line extension to Montclair. Nobody is happy with the delays, cost increases, and ongoing challenges to the project.

I recommend SBCTA to proceed with the Metro A Line to Montclair. This includes a $15.2 million amendment to the SBCTA budget for the project by October 2025.

The Montclair extension is not a threat to Metrolink service as an SBCTA Board member said at the last Board meeting. Metrolink specifically mentions that as a last mile connection for future market growth (pg. 44). Montclair will have 6,130 daily riders for the Metro A Line (pgs. 205, 233), and the extension would create 2,000 additional daily Metrolink riders at Claremont and Montclair (pg. 3).

Montclair Transcenter will miss out on valuable infrastructure improvements should SBCTA continue undermining the Metro A Line to Montclair. The Montclair Transcenter is also underappreciated and underinvested by SBCTA than Fontana and the San Bernardino Transit Center (SBTC). For example, none of SBCTA and Omnitrans' "top tier" Priority Transit Corridors touch the Montclair Transcenter (pgs. 59-60). All the corridors begin or end at the San Bernardino Transit Center, and the Foothill Corridor has the option to stop at the Fontana Transit Center (pg. 8).

The Metro Gold (A) Line to Montclair is an ongoing test of patience and money for everyone. However, the project remains a benefit for the City of Montclair, Metrolink, and quality of life for the county.

Kevin Dedicatoria
Transit Advocate

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

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35TH DISTRICT, CALIFORNIA

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Congress of the United States
House of Representatives
Washington, DC 20515

COMMITTEE ON APPROPRIATIONS

SUBCOMMITTEES
NATIONAL SECURITY, DEPARTMENT OF STATE, AND RELATED PROGRAMS

TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND RELATED AGENCIES

COMMITTEE ON HOUSE ADMINISTRATION

August 14, 2025

The Honorable John Dutrey
Chair, Transit Committee
San Bernardino County Transportation Authority
1170 West 3rd Street, 1st Floor
San Bernardino, CA 92410

Dear Chair Dutrey and Members of the SBCTA Transit Committee,

As the Representative for California's 35th Congressional District, which includes the City of Montclair, I write to express my support for the Gold Line extension to the Montclair Transit Center. The decision before you regarding Agenda Item No. 12 represents a critical moment for regional transportation and economic development. In Fiscal Year 2023, Congress appropriated $1 million for the Montclair Transit Center to support anticipated increases in ridership on the Foothill Gold Line and to enhance connections with other federally funded transit initiatives. I believe that this investment reflects federal interest in this effort and demonstrates that the extension advances both regional mobility and national transit objectives.

It is my understanding that in 2004 the voters of San Bernardino County approved Measure I, dedicating a half-cent sales tax to fund critical transportation projects. The Gold Line extension to the Montclair Transit Center was explicitly designated as a priority project under this voter-approved mandate. For decades, the City of Montclair has planned, invested, and developed its Transit Oriented District based on this promise, spurring more than $3.5 billion in economic activity. My understanding is that the City expects the project to add an additional $10 to $15 billion in future development for the City of Montclair and our neighboring communities.

I believe the Gold Line extension represents more than a transportation project; it signifies a fundamental shift in regional mobility. It will provide 8-minute peak and 15-minute off-peak service from 4 a.m. to midnight. As the eastern terminus, the Montclair Transit Center is strategically positioned to serve as a regional hub, with projections of up to 7,200 daily riders, a figure that could potentially double with the introduction of Brightline service to Las Vegas. Planned improvements, including a multi-level parking structure and shuttle services to Ontario International Airport and the Brightline terminal, will further solidify the Transit Center's role as a critical connection point for the region.

It is my understanding that cost increases for this extension have been identified. The projected funding gap is currently unknown, with estimates ranging from $67 million to $166 million. However, it is important to recognize that cost increases are not unique to this project. Recent SBCTA projects, such as the I-10 Freeway Phase I Widening, the West Valley Connector, and the ONT Connector, have all experienced similar significant cost escalations. These challenges, while substantial, are part of the reality of large-scale infrastructure development.

Therefore, I respectfully urge you to take the following actions:

1. Retain all existing project funding for the Gold Line extension.
2. Allocate the requested $15.2 million for project design from the currently available non-TIRCP funds.
3. Commit to a strategic plan for identifying and securing additional funding once the CMAR bid process has determined the final cost in 2026.

Regional transportation infrastructure plays a crucial role in fostering strong, sustainable, and inclusive communities. The Gold Line extension is a promise of enhanced regional mobility and a higher quality of life for our constituents. For these reasons, I respectfully request that you give Agenda No. 12 your full and fair consideration pursuant to all applicable rules and regulations.

Sincerely,

Norma J. Torres

Norma J. Torres
Member of Congress (CA-35)

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

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ASSEMBLYMEMBER.MICHELLERODRIGUEZ@ASSEMBLY.CA.GOV

Assembly
California Legislature

MICHELLE RODRIGUEZ
ASSEMBLYMEMBER, FIFTY-THIRD DISTRICT

COMMITTEES
BANKING & FINANCE
GOVERNMENTAL ORGANIZATION
INSURANCE
MILITARY AND VETERANS AFFAIRS
RULES

August 12, 2025

San Bernardino County Transportation Authority Transit Committee (SBCTA)
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

RE: Letter of Support for the Gold Line Extension to the Montclair Transit Center

Dear Members of the SBCTA Transit Committee,

The decision before you regarding Agenda Item No. 12 on the Gold Line extension is a pivotal moment for our city and for the entire region. It is a decision that must honor the commitments made to our constituents and protect the immense investments already made in our communities.

In 2004, the voters of San Bernardino County overwhelmingly approved **Measure I** with over 80 percent of the vote, dedicating a half-cent sales tax to fund critical transportation projects. The Gold Line extension to the Montclair Transit Center was designated as a priority project under this voter-approved mandate. For decades, the City of Montclair has planned, invested, and developed its Transit Oriented District (TOD) based on this promise. This commitment has spurred **more than $3.5 billion in economic activity** from a wide range of new retail, entertainment, housing, and office projects. The project's completion is not just a hope—it is a promise that will lead to an additional **$10 to $15 billion in future development** for Montclair and our neighboring communities. Abandoning this project would undermine the foundation of the city's economic future, jeopardizing billions of dollars in private investment.

I understand the fiscal challenges and cost increases that happen with inflation and policies put in place that are out of your control. However, as an elected body, it is our responsibility to find solutions and adapt to these challenges. It is important to recognize that cost increases are not unique to this project. Recent SBCTA projects, such as the I-10 Freeway Phase 1 Widening, the West Valley Connector, and the ONT Connector, have all experienced similar significant cost escalations. These challenges, while substantial, are part of the reality of large-scale infrastructure development. The projected funding gap is currently an unknown, with estimates ranging from $67 million to $166 million. Rather than taking action based on an estimate, we must allow the CMAR bid process to conclude to determine the actual funding needs. The most responsible path forward is to honor our commitments while actively seeking the means to overcome these obstacles. We must work collaboratively with our partners to secure the necessary funding and bring this vital project to fruition.

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

The Gold Line extension is more than just a transportation project; it is a fundamental shift in regional mobility. Unlike Metrolink, which plans for 30-minute headways, the Gold Line will offer frequent and reliable service with 8-minute headways during peak hours and 15-minute off-peak service from 4 a.m. to midnight. This level of service is what truly attracts development and changes ridership patterns. Furthermore, the Montclair Transit Center, as the eastern terminus, is strategically positioned to become a regional hub. This project could bring up to 7,200 daily riders, with that number potentially doubling with the upcoming Brightline service to Las Vegas. The city is already planning for a multi-level parking structure and shuttle services to Ontario International Airport and the Brightline terminal, which will make the Montclair Transit Center a critical connection point for the entire region.

Therefore, I respectfully urge you to consider the following actions:

1. **Retain all existing project funding** for the Gold Line extension. These funds are an essential part of our commitment to the public and must be protected from being reallocated to other projects.
2. **Allocate the requested $15.2 million** for project design from the currently available non-TIRCP funds. This is a critical next step that must be taken now to keep the project on its current timeline and demonstrate a continued commitment to its completion.
3. **Commit to a strategic plan** for identifying and securing additional funding once the CMAR bid process has determined the final cost in 2026. This is the only responsible way to proceed with a clear understanding of the project's financial needs.

The Gold Line extension is a promise of enhanced regional mobility, economic opportunity, and a higher quality of life for our residents. We must honor this commitment and secure a prosperous future for all of San Bernardino County.

Sincerely,

Michelle Rodriguez

MR: rg

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

MONTCLAIR
CHAMBER of COMMERCE

9916 Central Ave, Montclair, CA 91763
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Hammitt Benefits Group
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Rosa Rangel
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Virginia Riley
Soroptimist
951-317-9010

Donald Rucker
Christian Development
909-367-9093

Ethel Rucker
Christian Development
909-319-2240

Tenice Johnson
Executive Director
909-985-5104

Letter of Support for the Gold Line Extension to the Montclair Transit Center

August 11, 2025

To: San Bernardino County Transportation Authority Transit Committee

Subject: The Gold Line Extension: A Vital Investment in Our Local Economy

Dear Members of the SBCTA Transit Committee,

I am writing to you today on behalf of the Montclair Chamber of Commerce and its valued members, representing a diverse range of local businesses and professionals. The upcoming consideration of Agenda Item No. 12 is of paramount importance to our business community, as the Gold Line extension to the Montclair Transit Center is a critical driver for our economic growth and long-term vitality.

The promise of this project has already been a catalyst for business development. Our members have made strategic investments in anticipation of the increased foot traffic, new customer base, and enhanced regional accessibility that the Gold Line will bring. This vision, first solidified by the voters through Measure I and consistently championed by SBCTA leadership, has enabled over $3.5 billion in local economic activity. The completion of this project is expected to generate an additional $10 to $15 billion in economic improvements, creating a robust and prosperous environment for businesses both large and small.

Terminating this project now would be a significant setback, not just for the City of Montclair's master plan but for every local business that has planned for this future. It would jeopardize the investments made by our entrepreneurs and entrepreneurs-to-be, and it would send a negative signal that could deter future business growth. The economic stability and job creation that this project promises are simply too valuable to abandon.

We understand the challenges related to cost increases in major infrastructure projects. However, these challenges are best met with collaboration and determination, not by retreating from a long-standing commitment. To protect our local economy and secure the promised economic returns for our community, we strongly urge the committee to:

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

1. **Retain all existing project funding** for the Gold Line extension.
2. **Immediately allocate the $15.2 million** needed for project design to ensure the project remains on schedule.
3. **Commit to a plan for addressing the final funding needs** once the construction manager at risk bid process is complete in early 2026, and actively pursue additional state and federal grants.

The Gold Line's frequent and reliable service will not only attract new customers from across the region but will also create new job opportunities and provide a vital transportation link for our employees. Completing the Gold Line extension to the Montclair Transit Center is the single most important action SBCTA can take to demonstrate its commitment to the economic prosperity of our region's business community. Please honor your commitments and secure a prosperous future for all of our members and residents.

Sincerely,



The Montclair Chamber of Commerce

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

TRAMMELL CROW RESIDENTIAL
A CROW HOLDINGS COMPANY

Letter of Support for the Gold Line Extension to the Montclair Transit Center

Date: August 11, 2025

To: San Bernardino County Transportation Authority Transit Committee

Subject: Protecting Investments and Securing Future Growth Through Gold Line Extension Funding

Dear Members of the SBCTA Transit Committee,

I am writing to you today on behalf of the development community that has invested and continues to invest in Montclair's Transit Oriented District (TOD). Our significant capital commitments in this region are directly predicated on the long-standing promise of the Gold Line extension to the Montclair Transit Center. The decision facing your committee regarding Agenda Item No. 12 is not just about a single transit project; it is about the financial viability of billions of dollars in private investment and the economic future of this region.

Our commitment to Montclair's North Montclair Downtown Specific Plan (NMDSP) is rooted in the TOD concept, which is made possible by the development of the Montclair Transit Center into a world-class transit hub. This vision, supported by Measure I and reiterated by past SBCTA leadership, has already spurred over $3.5 billion in new development and economic activity. We are actively working on projects that, with the Gold Line as their anchor, are projected to generate an additional $10 to $15 billion in economic improvements for the city and surrounding communities.

Terminating this project by divesting its funding would have catastrophic consequences for our investments. The value of our current and planned properties, which are priced and marketed with the expectation of a major transit terminus, would be severely diminished. This action would not only undermine the city's master plan but would also erode developer confidence, bringing future growth and job-creating projects to a halt.

We urge the committee to take a financially responsible and forward-thinking position. As the provided memo illustrates, cost increases are a reality of major infrastructure projects, and they should be addressed through collaborative problem-solving, not project abandonment. To protect existing investments and ensure the promised economic returns for San Bernardino County, we ask that you:

1. **Retain all existing project funding** for the Gold Line extension.
2. **Immediately allocate the $15.2 million** needed for project design to keep the current procurement process on track.
3. **Commit to assessing the final funding needs** once the construction manager at risk bid process is complete in early 2026, and actively seek additional funding from state and federal sources.

The Gold Line provides the frequent, reliable service necessary to attract residents and businesses to transit-adjacent developments. Its connection to Los Angeles and the Brightline to Las Vegas creates an unparalleled market opportunity that cannot be replaced by alternative, less-frequent transit options.

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

TRAMMELL CROW RESIDENTIAL
A CROW HOLDINGS COMPANY

We believe that completing the Gold Line extension to Montclair is the single most important action SBCTA can take to demonstrate its commitment to the economic prosperity and mobility of the region. Please honor your long-standing commitments and secure the return on investment for all stakeholders involved.

Sincerely,

Garth Erdossy
Senior Managing Director

5790 Fleet Street, Suite 140 | Carlsbad, CA 92008 | 760.431.3366 | crowholdings.com/tcr

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

Village Partners

Letter of Support for the Gold Line Extension to the Montclair Transit Center

Date: August 11, 2025

To: San Bernardino County Transportation Authority Transit Committee

Subject: Protecting Investments and Securing Future Growth Through Gold Line Extension Funding

Dear Members of the SBCTA Transit Committee,

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Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

Village Partners

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Sincerely,

J. Donald Henry

Founding Partner
Village Partners, Inc.

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

Moule & Polyzoides
ARCHITECTS & URBANISTS

August 11, 2025

San Bernardino County Transportation Authority Transit Committee

SUBJECT: The Gold Line Extension: A Cornerstone of Sustainable Urban Planning and Regional Mobility

Dear Members of the SBCTA Transit Committee,

I am writing to you today from the perspective of sound urban planning and sustainable development, urging your continued support for the Gold Line extension to the Montclair Transit Center. This project is not merely a transportation endeavor; it is the lynchpin of a comprehensive urban strategy that will define the future of Montclair and the broader West End region.

The City of Montclair has strategically invested in and planned its Transit Oriented District (TOD) around the firm commitment to this light rail extension. This vision, outlined in the Amended North Montclair Downtown Specific Plan (NMDSP), is designed to create a vibrant, walkable, and high-density community. This approach aligns with modern planning principles that prioritize public transit to reduce traffic congestion, improve air quality, and foster a more resilient urban form. By concentrating development at a major transit hub, we are maximizing land use and creating a more efficient and equitable city.

The economic activity already generated—over $3.5 billion in private investment—is a direct result of this forward-thinking planning. Halting the project now would not only destabilize these investments but also cripple our ability to realize the projected $10 to $15 billion in future economic improvements. This is a rare opportunity to leverage public infrastructure to drive substantial private-sector growth and create a sustainable development pattern for decades to come.

We recognize the fiscal challenges and cost increases associated with a project of this scale. However, these issues must be addressed through strategic collaboration, not by sacrificing a foundational element of regional planning. Therefore, we respectfully request that the committee take the following actions:

1. **Retain all existing project funding** for the Gold Line extension, as divesting these funds would signal a retreat from long-held planning commitments.
2. **Allocate the requested $15.2 million** for project design to ensure the procurement process remains on track and critical planning work can continue.
3. **Commit to a strategic plan** for closing the final funding gap once the CMAR bid process yields a definitive cost in early 2026, including the aggressive pursuit of state and federal funding opportunities.

180 EAST CALIFORNIA BOULEVARD *at Picher Alley* PASADENA, CALIFORNIA 91105
phone (626) 844-2400 *email* info@mparchitects.com *web* mparchitects.com

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

The Gold Line's service frequency and schedule, combined with planned multi-modal connections to Ontario International Airport and the Brightline service, will establish the Montclair Transit Center as a critical regional hub. This connectivity is essential for the mobility of our workforce, the accessibility of our communities, and the economic integration of the region.

Completing the Gold Line extension is a fundamental step toward achieving a more sustainable and prosperous future for San Bernardino County. We urge you to honor this commitment to long-term planning and urban development.

Sincerely,

Elizabeth Moule
Chairperson and Partner
Moule & Polyzoides, Architects and Urbanists
180 E. California Blvd.
Pasadena, CA 91105

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

Moule & Polyzoides
ARCHITECTS & URBANISTS

August 11, 2025

San Bernardino County Transportation Authority Transit Committee

SUBJECT: The Gold Line Extension: A Cornerstone of Sustainable Urban Planning and Regional Mobility

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phone (626) 844-2400 *email* info@mparchitects.com *web* mparchitects.com

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

The Gold Line's service frequency and schedule, combined with planned multi-modal connections to Ontario International Airport and the Brightline service, will establish the Montclair Transit Center as a critical regional hub. This connectivity is essential for the mobility of our workforce, the accessibility of our communities, and the economic integration of the region.

Completing the Gold Line extension is a fundamental step toward achieving a more sustainable and prosperous future for San Bernardino County. We urge you to honor this commitment to long-term planning and urban development.

Sincerely,

Stefanos Polyzoides
Partner and Executive Vice President
Moule & Polyzoides, Architects and Urbanists
180 E. California Blvd.
Pasadena, CA 91105

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

RANGWALA ASSOCIATES
Planning, Design, Economic Development

San Bernardino County Transportation Authority Transit Committee

08/11/2025

Subject: Gold Line Extension: A Cornerstone of Sustainable Urban Planning and Regional Mobility

Dear Members of the SBCTA Transit Committee

The Gold Line extension to the Montclair Transit Center is the single most important project for our region's future. I am writing to you today to urge your continued support for this vital transportation and urban development initiative.

The City of Montclair has strategically planned its future around the Gold Line extension. Our Transit Oriented District (TOD), as outlined in the amended North Montclair Downtown Specific Plan, is designed to create a vibrant, walkable community with a high-density urban core. This vision isn't just about growth; it's about building a more equitable and resilient city. By concentrating development at a major transit hub, we are making a firm commitment to reducing traffic, improving air quality, and creating an equitable community for all.

The initial public investment has already spurred over $3.5 billion in private-sector activity. The Gold Line extension offers an unparalleled return on investment, with projections showing it will generate an additional $10 to $15 billion in economic benefits. Halting the project would not only risk these existing investments but would also be a missed opportunity to create a productive and resilient development pattern that will drive our region's prosperity for decades.

We recognize the fiscal challenges and cost increases associated with a project of this scale. However, these issues must be addressed through strategic collaboration, not by sacrificing a foundational element of regional planning. Therefore, we respectfully request that the committee take the following actions:

1. Retain all existing project funding for the Gold Line extension, as divesting these funds would signal a retreat from long-held planning commitments.
2. Allocate the requested $15.2 million for project design to ensure the procurement process remains on track and critical planning work can continue.
3. Commit to a strategic plan for closing the final funding gap once the CMAR bid process yields a definitive cost in early 2026, including the aggressive pursuit of state and federal funding opportunities.

The Gold Line's frequent service and its connections to Ontario International Airport and Brightline will make the Montclair Transit Center a major regional hub. This will not only improve the mobility of our workforce but also strengthen the economic ties across our communities.

Completing the Gold Line extension is a fundamental step toward achieving a more resilient and prosperous future for San Bernardino County. We urge you to honor this commitment to long-term planning and urban development.

Sincerely,

Kaizer Rangwala, AICP, CEcD, CNU-a
Principal, Rangwala Associates

(805) 850 9779
23361 Aetna Street, Woodland Hills, CA 91367

www.rangwalaassoc.com

Attachment: Attachment B - Public Comments and Letters (11847 : Gold Line to Montclair Project Funding)

ADDITIONAL INFORMATION

Communication: Additional Information (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	X					
Dawn Rowe Board of Supervisors		X		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	X					
Daniel Ramos City of Adelanto		X	X	X		X	X					
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X					
Tim Silva City of Barstow	X	X	X	X	X	X	X					
Rick Herrick City of Big Bear Lake	X	X	*	X	X	X	X					
Eunice Ulloa City of Chino	X	X	X	X	X	X	X					
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X					
Frank Navarro City of Colton	X	X	X	X	X	X	X					
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X					
Bill Hussey City of Grand Terrace	X	X	*	X	X	X	X					
Josh Pullen City of Hesperia		X	X	X	X	X	X					
Larry McCallon City of Highland	X	X	X		X	X	X					

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS 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	X					
John Dutrey City of Montclair	X	X	X	X	X	X	X					
Janet Jernigan City of Needles	X	X	X	X	X	X	X					
Alan Wapner City of Ontario		X	X	X	X	X	X					
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X	X	X	X					
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X	X	*	*					
Joe Baca City of Rialto	*	X	X	X	X	X	X					
Helen Tran City of San Bernardino	X	X	X	*	X	X	X					
Daniel L. Mintz City of Twentynine Palms		X	X	X	X	X	X					
Rudy Zuniga City of Upland	X	X	*	X	*							
Debra Jones City of Victorville	X	X	X	X	X	X	X					
Judy Woolsey City of Yucaipa	X	X	X	X	X	X	X					
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X					
Catalino Pining Ex-Official Member	X		X	Joe Solis	Haissam Yahya	X	X					

Communication: Attendance (Additional Information)

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

AGENCY REPORTS

Communication: Mobile Source Air Pollution Reduction Review Committee Report (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.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following actions:

1. County of Los Angeles, Contract #ML18060 to purchase 29 light-duty zero emission vehicles, 6 heavy-duty near-zero vehicles and install EV charging stations, approval of eighteen-month term extension; and
2. Geographics, Contract #MS21006 to host and maintain the MSRC website, approval of $1,800 contract value increase.

Implementation of MOUs with Ports for Electric Vehicle Support Infrastructure

To effectuate projects specified in MOUs between the Port of Long Beach (POLB) and Port of Los Angeles (POLA) and South Coast AQMD on behalf of MSRC, previously the MSRC and South Coast AQMD approved three awards for zero emission drayage truck charging infrastructure projects with funds from POLA/POLB EVSE Infrastructure Projects Special Revenue Fund (92). One of these awards was to Forum Mobility Inc. in an amount not to exceed $6,000,000 to install EVSE at the Port of Long Beach. After the award, staff were notified that another entity, FM Harbor LLC, now holds title to the charging infrastructure. In order to enhance accountability and enforceability in the administration of the project, it was recommended to approve the addition of FM Harbor LLC as a party to the proposed agreement. The MSRC considered and approved the addition of FM Harbor LLC as a party to the agreement.

Report on MSRC Extension and Scope Change Decision Process

As requested by MSRC, staff provided an overview of elements impacting the MSRC's decision process for contract extensions and scope changes. Staff reviewed highlights of the MSRC's Policy on Contract Modifications, adopted in February 2022. This includes the potential for the MSRC Contracts Administrator to approve initial extensions up to one year. All other extensions are at the MSRC's discretion. The report also provided updates on practices designed to ensure that the MSRC has early notice of potential issues, including but not limited to a revised contract status report, enhanced contacts with contractors, greater MSRC-TAC engagement, and contract language refinements.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

FY 2025-26 Administrative Budget

Every year the MSRC adopts an Administrative Budget for the upcoming Fiscal Year to ensure costs remain within the limitation, currently 6.25 percent. For FY 2025-26, the MSRC adopted an Administrative Budget in the amount of $1,011,185, which is $30,288 below the 6.25 percent cap. Administrative expenditures such as postage and office supplies are not directly drawn from the MSRC fund account, but instead from South Coast AQMD's budget. To cover these expenses, the MSRC approved up to a $56,000 fund transfer from the AB 2766 Discretionary Fund, Special Fund 23, to 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 Report (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 (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 (Past President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Curt Hagman, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor (Chair/Vice President) <u>Mountain/Desert</u> Art Bishop, Apple Valley (MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley (Vice Chair/President) Dawn Rowe, Supervisor 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.	6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026
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 engagement 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

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 th 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).

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)