

**AGENDA**  
**General Policy Committee Meeting**

**August 13, 2025**

**9:00 AM**

**Location**

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

***General Policy Committee Membership***

**Chair – Vice President**

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

**President**

Rick Denison, Council Member  
*Town of Yucca Valley*

**Past President**

Ray Marquez, Council Member  
*City of Chino Hills*

**West Valley Representatives**

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

Curt Hagman, Supervisor  
*County of San Bernardino*

**Mt./Desert Representatives**

Art Bishop, Council Member  
*Town of Apple Valley*

Debra Jones, Council Member  
*City of Victorville*

Dawn Rowe, Supervisor  
*County of San Bernardino*

**East Valley Representatives**

Frank Navarro, Mayor  
*City of Colton*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Helen Tran, Mayor  
*City of San Bernardino*

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

**AGENDA**

**General Policy Committee Meeting**

**August 13, 2025**

**9:00 AM**

**Location**

**SBCTA**

**First Floor Lobby Board Room**

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

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

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

**CALL TO ORDER**

(Meeting Chaired by Joe Baca Jr.)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Mayra Alfaro

**Public Comment**

**Brief Comments from the General Public**

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

## **Possible Conflict of Interest Issues**

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

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

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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. May and June 2025 Procurement Report**

Pg. 11

Receive the May and June 2025 Procurement Report.

**Presenter: Alicia Bullock**

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

### **3. Measure I Revenue**

Pg. 19

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

**Presenter: Michael Hernandez**

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

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **4. Release Request for Proposals No. 25-1003322 for Third-Party Administrator and Incident Management Services**

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That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.**

### **Discussion - Regional/Subregional Planning**

#### **5. Transportation Development Act Article 3 Annual Update: Fiscal Year 2024/2025 & Extension Requests**

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That the General Policy Committee recommend 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.

Agenda Item 5 (Cont.)

B. Extend the deadline for the County of San Bernardino's 3<sup>rd</sup> 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' Fiscal Year (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 is not scheduled for review by any other policy committee or technical advisory committee.**

**6. Climate Pollution Reduction Grant Program Update**

Pg. 42

Receive an update on the Environmental Protection Agency's Climate Pollution Reduction Grant.

**Presenter: Josh Lee**

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

**7. Award Contract No. 25-1003186 for Evacuation and Resilience Center Design Study**

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That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.**

**8. Senate Bill 1 Cycle 5 Candidate Projects**

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

**Discussion - Council of Governments**

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

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That the General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG):

### Agenda Item 9 (Cont.)

Award 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 SBCOG Member Dues and Indirect funds.

**Presenter: Suzanne Peterson**

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

### **10. California Energy Commission Equitable Decarbonization Program**

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Receive an update on the California Energy Commission Equitable Decarbonization Program.

**Presenter: Jennifer Aguilar**

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

### **Discussion - Legislative/Public Outreach**

### **11. Fiscal Year 2025/2026 Budget Amendment for Measure I Outreach and Elimination of Enterprise Risk Manager Position**

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That the General Policy Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee.**

### **Comments from Board Members**

**Brief Comments from Board Members**

### **ADJOURNMENT**

### **Additional Information**

Attendance

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Acronym List

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Mission Statement

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**The next General Policy Committee meeting is scheduled for September 10, 2025.**

## **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](mailto:clerkoftheboard@gosbcta.com) and the office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](mailto:clerkoftheboard@gosbcta.com). La oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** August 13, 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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
7	25-1003186	Jacobs Engineering Group, Inc. <i>John Khoury</i> <i>Hany Haroun</i>	Hout Construction Services PAE
9	25-1003265	Costin Public Outreach Group, Inc. <i>Sara Costin Mockus</i>	Become Intertwined

***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:***

Andrea Zureick, Deputy Executive Director

Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

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

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** August 13, 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.
- Ten contract amendments were executed.
- Eight CTO's 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*

General Policy Committee Agenda Item

August 13, 2025

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

***Responsible Staff:***

Alicia Bullock, Procurement Manager

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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

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San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**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 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 Amendment	19-1002203	6	Trapeze Software Group, Inc.	To increase the contract value and extend contract termination date for ongoing collaboration for Regional Rideshare Software.	\$ 350,000.00	\$ 1,633,370.00	\$ 382,902.00	\$ 2,366,727.00	N/A
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 (11143 : 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 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 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 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

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** August 13, 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 is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Michael Hernandez, Chief of Fiscal Resources

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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

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

Attachment: MSI Receipts PDF June 25 (11677 : Measure I Revenue - 4th Qtr 2024/2025)

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** August 13, 2025

***Subject:***

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

***Recommendation:***

That the General Policy Committee recommend 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*

## General Policy Committee Agenda Item

August 13, 2025

Page 2

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

***Responsible Staff:***

Iain MacMillan, Assistant General Counsel

Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**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.

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.



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 Manager and General Counsel, access to the Consultant's Risk Management Information System

(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

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:

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

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.

### 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.

<b>Program Year</b>	<b># of Claims Processed</b>
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.

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** August 13, 2025

***Subject:***

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

***Recommendation:***

That the General Policy Committee recommend 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 3<sup>rd</sup> 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' Fiscal Year (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,

*Entity: San Bernardino County Transportation Authority*

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
<b>Active Projects</b>	56	67	53
<b>Completed</b>			
<b>Count</b>	16	15	19
<b>Total</b>	\$2,180,444	\$1,915,597	\$4,174,368
<b>Rescinded/Forfeited</b>			
<b>Count</b>	10	0	2
<b>Total</b>	\$1,653,299	\$0	\$233,912
<b>Extensions</b>			
<b>Count</b>	25	16	14
<b>Total</b>	\$5,665,626	\$3,966,762	\$3,567,009
<b>Scope Changes</b>			
<b>Count</b>	13	11	6
<b>Total</b>	\$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. 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. 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. 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 is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Ginger Koblasz, Senior Planner

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Approved  
General Policy Committee  
Date: August 13, 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

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 Dispersed	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

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

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



## Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Special Districts
- Surveyor
- Transportation

[www.SBCounty](http://www.SBCounty)

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

## BOARD OF SUPERVISORS

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Vice Chair, Fifth District



14000 City Center Drive  
Chino Hills, CA 91709  
(909) 364-2600

[www.chinohills.org](http://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 SBCTA,

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



# CITY OF VICTORVILLE

14343 Civic Drive  
P.O. Box 5001  
Victorville, California 92393-5001



**ENGINEERING DEPARTMENT**  
CIP • Development • Survey • Traffic

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[engineeringshared@victorvilleca.gov](mailto: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](mailto:fbonilla@victorvilleca.gov) or 760-955-5200.

Sincerely,  
Fredy A. Bonilla, P.E.  
City Engineer



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

## ***Minute Action***

AGENDA ITEM: 6

***Date:** August 13, 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 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

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

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 Climate Action Plans (CAP) 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: Greenhouse Gas 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 within 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.

## General Policy Committee Agenda Item

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- On October 25, 2023, kickoff meeting with the SBCTA/SBCOG jurisdictions at the October 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 is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Josh Lee, Deputy Director of Planning

Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

# Riverside-San Bernardino-Ontario Metropolitan Statistical Area Comprehensive Climate Action Plan

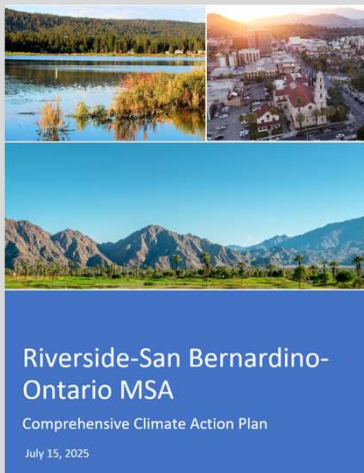


## CTA

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

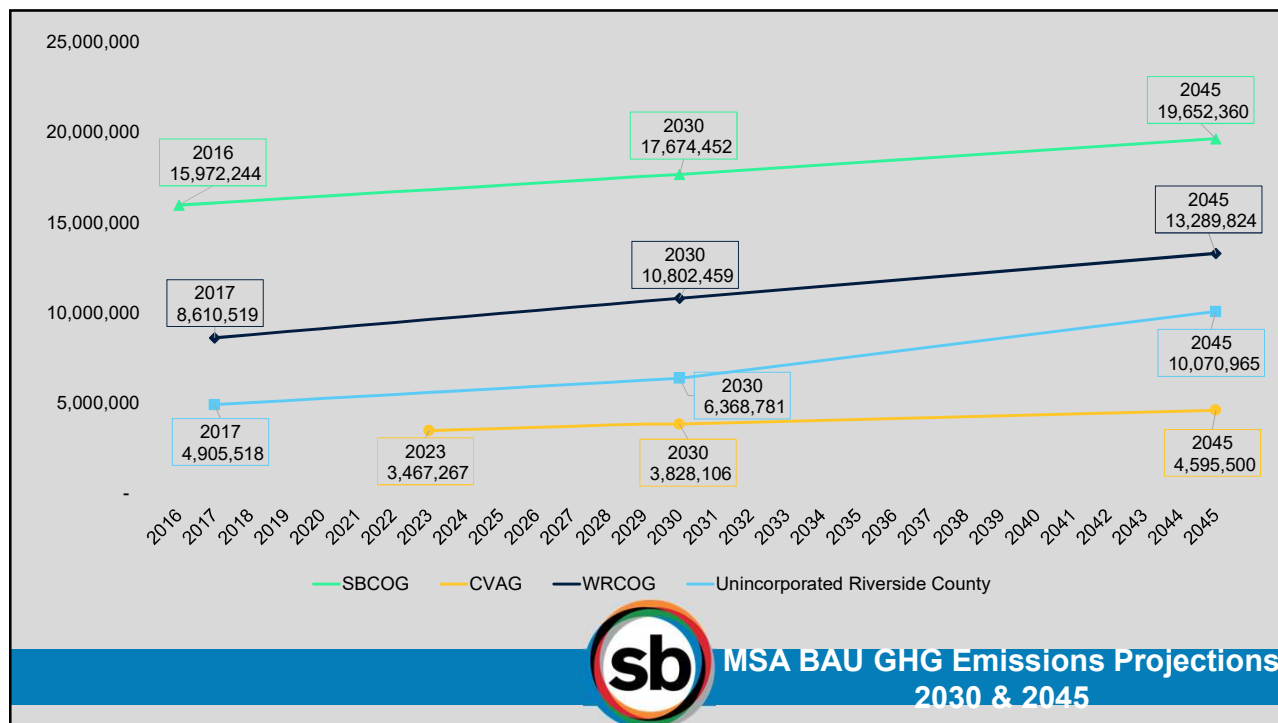


CCAP/CPRG Overview


GHG Emissions by Sector (MTCO <sub>2</sub> e) 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%
<b>Total</b>	<b>3,467,267</b>	<b>15,972,243</b>	<b>8,610,519</b>	<b>4,878,731</b>	<b>32,955,546</b>	<b>100.0%</b>


Note: Totals may not add up due to rounding.


**MSA GHG Inventory (MTCO<sub>2</sub>e)**

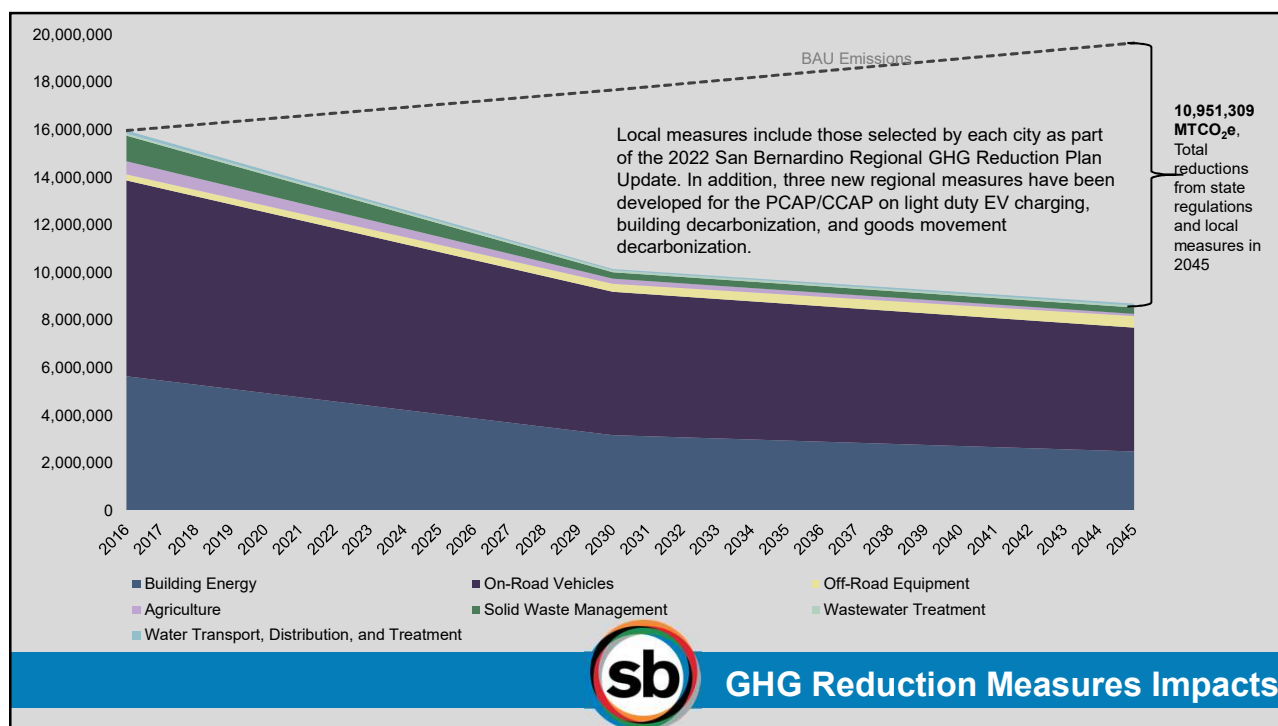




SBCOG Jurisdictions Baseline Level and 2030 Emissions Reduction Targets		
Jurisdiction	Baseline level	Reduction % by 2030
Adelanto	2020 BAU	40%
Apple Valley	2005	40%
Barstow	2020 BAU	40%
Big Bear Lake	2008	32%
Chino	2008	46%
Chino Hills	2008	35.1%
Colton	2008	46%
Fontana	2008	46%
Grand Terrace	2020 BAU	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)		
 <b>GHG Reduction Targets – 2030</b>		

SBCOG Emissions Reduction Targets for 2045	
Data/Metric	Amount (MTCO <sub>2</sub> e) <sup>a</sup>
2016 Baseline Emissions for all 25 cities	15,972,244
2016 Population <sup>b</sup>	2,134,967
2016 Employment <sup>b</sup>	791,252
2016 Service Population (SP)	2,926,219
2016 (Baseline) GHG SP (MTCO <sub>2</sub> e/SP) <sup>c</sup>	5.5
2045 GHG SP Target (MTCO <sub>2</sub> e/SP) – 84% reduction	0.88
2045 Service Population	3,873,737
2045 GHG Emissions Target (Total MTCO <sub>2</sub> e)	3,408,899
<small>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).</small>	
(for consistency with AB 1279 state target)	
 <b>GHG Reduction Aspirational Targets</b>	





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

**sb** Co-benefits Analysis

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

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** August 13, 2025

***Subject:***

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

***Recommendation:***

That the General Policy Committee recommend 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:***

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 25-1003186 on May 6, 2025, seeking a firm knowledgeable and experienced in development of an Evacuation and Resilience Center Design 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 the California Department of Transportation, 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

*Entity: San Bernardino County Transportation Authority*

## General Policy Committee Agenda Item

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

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:



**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. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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."

**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.

- 1.2 The Project Manager for this Contract is Ryan Graham, 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

- 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 10<sup>th</sup>. 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@gosbeta.com](mailto:ap@gosbeta.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.



- 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.

- 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:

- 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:

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.

## 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



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

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

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



- 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

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

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.

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.

- 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



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.

## **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.

## 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.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
<b>3550 Vine Street, Suite 205</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Riverside, CA 92507</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: John Khoury</b>	<b>Attn: Ryan Graham</b>
<b>Email: John.Khoury@jacobs.com</b>	<b>Email: rgraham@gosbcta.com</b>
<b>Phone: (619) 956-6622</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact: Hany Haroun</b>	<b>Copy: Procurement Manager</b>
<b>Email: Hany.Haroun@jacobs.com</b>	<b>Email: procurement@gosbcta.com</b>

## 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.



## **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

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.

**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-----

DRAFT

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

**JACOBS ENGINEERING GROUP, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Hany Haroun  
Vice President

By: \_\_\_\_\_  
Rick Denison  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Jason Adkisson  
Secretary

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

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

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

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

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

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

# SCOPE OF WORK

Project Information	
<b>Grant Category</b>	<b>Climate Change</b>
<b>Grant Fiscal Year</b>	<b>2024/2025</b>
<b>Project Title</b>	SBCTA Evacuation and Resilience Center Design Study
<b>Organization</b> (Legal name)	<b>San Bernardino County Transportation Authority</b>

## 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. Secondly 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.**

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.

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.



## **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.

**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.

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.

# EXHIBIT B

## COMPENSATION SUMMARY

## EXHIBIT "B"

COMPENSATION SUMMARY<sup>1</sup>

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
	<b>SUBTOTAL</b>	<b>553,130.12</b>
	<b>OTHER DIRECT COSTS</b>	<b>63,700.00</b>
	<b>TOTAL COSTS</b>	<b>\$ 616,830.12</b>

<sup>1</sup> 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.

## *Minute Action*

AGENDA ITEM: 8

***Date:*** August 13, 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

*Entity: San Bernardino County Transportation Authority*

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**

The TCEP Program 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 Trade Corridor Enhancement Program 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 Program 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)**

<b>Funding Program</b>	<b>Project</b>	<b>Total Cost</b>	<b>Funding Request</b>
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**

<b>Funding Program</b>	<b>Project</b>	<b>Total Cost</b>	<b>Funding Request</b>
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

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August 13, 2025

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

***Responsible Staff:***

Steve Smith, Director of Planning & Regional Programs

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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** August 13, 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 General Policy Committee recommend the Board, acting as the San Bernardino Council of Governments (SBCOG):

Award 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 SBCOG Member Dues and Indirect funds.

***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 not always fitting 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 for small businesses 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.

*Entity: San Bernardino Council of Governments*

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- 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 and 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 firms' 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 score and overall score. The firm clearly demonstrated a thorough understanding of the SOW and proposed an overall solid team.

Conclusively, 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 is not scheduled for review by any other policy committee or technical advisory committee. 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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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

## 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 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## 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					
										Total Contract Funding:		Total Contingency:			
Fund		Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		\$	2,055,800.00	\$	-		
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		-		
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Suzanne Peterson

Project Manager (Print Name)

Suzanne Peterson

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10:11am [Revision 1] (11501 : Award Contract No. 25-1003265 for SBCOG Outreach &amp; 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**

This contract ("Contract") is made and entered into by and between the San Bernardino Council of Governments ("SBCOG"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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.

- 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.



## 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 10<sup>th</sup>. 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](mailto: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.

#### 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.

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.

- 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.

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



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

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.

- 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:



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

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

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

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.

- 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



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

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,

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



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

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.

<b>To CONSULTANT</b>	<b>To SBCOG</b>
18091 Fieldbury Lane	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
Huntington Beach, CA 92647	<b>San Bernardino, CA 92410-1715</b>
Attn: Sara Costin Mockus	<b>Attn: Suzanne Peterson</b>
Email: <a href="mailto:sara@costinoutreachgroup.com">sara@costinoutreachgroup.com</a>	<b>Email: <a href="mailto:speterson@gosbcta.com">speterson@gosbcta.com</a></b>
Phone: (310) 806-3825	<b>Phone: (909) 884-8276</b>
2 <sup>nd</sup> Contact: Marisa Campos Trautz	<b>Copy: Procurement Manager</b>
Email: <a href="mailto:marisa@cpoginc.com">marisa@cpoginc.com</a>	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>

### **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.

**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

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.

**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. (11501 : 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**

**SAN BERNARDINO COUNCIL  
OF GOVERNMENTS**

By: \_\_\_\_\_  
Sara Costin Mockus  
Chief Executive Officer and  
Secretary

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

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: \_\_\_\_\_

Attachment: 25-1003265. (11501 : Award Contract No. 25-1003265 for SBCOG Outreach & Engagement)

**EXHIBIT “A”**  
**“SCOPE OF WORK”**

## 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)



- 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

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/](http://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.

<b>SBCOG Work Plan Program</b>	<b>Description</b>
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.

**EXHIBIT B “COMPENSATION SUMMARY”**

EXHIBIT "B"

COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Costin Public Outreach Group, Inc.	All areas of Work Plan Implementation	\$ 2,055,800.00
<i>Sub Consultants:</i>		
Intertwined, Inc.	Outreach and Engagement	Amount not specified <sup>2</sup>
TOTAL COSTS		\$ 2,055,800.00

<sup>1</sup> 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.

<sup>2</sup>Amounts to be determined as task orders are issued.

**EXHIBIT “C”  
“SBCOG ENTITIES”**

## 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	

## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** August 13, 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

*Entity: San Bernardino Council of Governments*

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

#### ***Responsible Staff:***

Jennifer Aguilar, Energy Program Manager

San Bernardino Council of Governments

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Approved  
General Policy Committee  
Date: August 13, 2025

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** August 13, 2025

***Subject:***

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

***Recommendation:***

That the General Policy Committee recommend 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 Fund (Fund 1040).

A similar request was approved by the Board 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 is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

*Entity: San Bernardino County Transportation Authority*

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Otis Greer, Acting Deputy Executive Director

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Approved  
General Policy Committee  
Date: August 13, 2025  
Witnessed By:

## Additional Information

## GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dawn Rowe</b> Board of Supervisors		X	X			X						
<b>Joe Baca, Jr.</b> Board of Supervisors		X	X	X	X	X						
<b>Jesse Armendarez</b> Board of Supervisors		X	X	X	X	X						
<b>Curt Hagman</b> Board of Supervisors												
<b>Art Bishop</b> Town of Apple Valley		X	X	X	X	X						
<b>Ray Marquez</b> City of Chino Hills		X	X	X	X	X						
<b>Frank Navarro</b> City of Colton				X	X	X						
<b>Larry McCallon</b> City of Highland		X	X	X	X	X						
<b>John Dutrey</b> City of Montclair		X	X		X	X						
<b>Alan Wapner</b> City of Ontario			X		X							
<b>Helen Tran, Mayor</b> City of San Bernardino		X	X	X	X	X						
<b>Debra Jones</b> City of Victorville		X		X	X							
<b>Rick Denison</b> Town of Yucca Valley		X	X	X		X						

Communication: Attendance (Additional Information)

X = Member attended meeting.  
Shaded box = No meeting.

\* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

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

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

**Acronym List**

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





## MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019