

# **AGENDA**

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

**August 14, 2025**

**\*\*\*Start Time: 9:40 AM\*\*\***

### **Location**

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

### **TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Hesperia City Council Chambers**  
**9700 Seventh Avenue**  
**Hesperia, CA 92345**

### ***Board of Directors***

#### **Valley Representatives**

#### **Study Session Chair**

Helen Tran, Mayor  
*City of San Bernardino*

#### **Study Session Vice-Chair**

Jesse Armendarez, Supervisor  
*Second District*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Council Member  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Bill Hussey, Mayor  
*City of Grand Terrace*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

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

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

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

Mario Saucedo, Mayor  
*City of Redlands*

Joe Baca, Mayor  
*City of Rialto*

Rudy Zuniga, Mayor Pro Tem  
*City of Upland*

Judy Woolsey, Council Member  
*City of Yucaipa*

#### **Mountain/Desert Representatives**

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Council Member  
*Town of Apple Valley*

Timothy Silva, Mayor  
*City of Barstow*

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

Josh Pullen, Council Member  
*City of Hesperia*

Janet Jernigan, Mayor  
*City of Needles*

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

Debra Jones, Council Member  
*City of Victorville*

Rick Denison, Council Member  
*Town of Yucca Valley*

#### **County Board of Supervisors**

Paul Cook, *First District*

Curt Hagman, *Fourth District*

*Ex-Officio Member – Catalino Pining, Caltrans*

*Carrie Schindler, Executive Director*

*Julianne Tillquist, General Counsel*

Dawn Rowe, *Third District*

Joe Baca, Jr., *Fifth District*

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

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Hesperia City Council Chambers  
9700 Seventh Avenue  
Hesperia, CA 92345**

**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 Helen Tran)

- 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 for review by Board of Directors and Committee Members.**

## **INFORMATIONAL ITEMS**

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

### **2. Interstate 10 Express Lanes Contract 1 Quarterly Report**

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Receive and file the June 2025 Interstate 10 Express Lanes Contract 1 - 4<sup>th</sup> Quarter Report.

**Presenter: Philip Chu**

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

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

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Receive and file Change Order Report.

**Presenter: Kristi Lynn Harris**

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

## **DISCUSSION ITEMS**

### **Discussion - Project Delivery**

#### **4. Progress Briefing Report through June 2025**

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

**Presenter: Kristi Lynn Harris**

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

#### **5. I-10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Cooperative Agreement No. 23-1002893**

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

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

**Presenter: Juan Lizarde**

Agenda Item No. 5 (cont.)

**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 amendment.**

**6. Release Request for Proposals No. 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project** Pg. 64

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

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

**Presenter: Jeffery Hill**

**This item 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 - Express Lanes**

**7. Software Source Code Escrow Agreement for Toll System - Contract No. 26-1003353** Pg. 98

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

A. Approve Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, for a not-to-exceed amount of \$255,745.00.

B. Waive the five-year contract term set forth in Contract and Procurement Policy No. 11000, IV.B.4, for Contract No. 26-003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, which has no defined term, to accommodate the life of the current toll system.

**Presenter: Jillian Peterson**

**This item 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 agreement.**

**8. Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 2 to Utility Agreement 24547** Pg. 124

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

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

**Presenter: Khalid Bazmi**

*Agenda Item No. 8 (cont.)*

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

**Comments from Board Members**

**Brief Comments from Board Members**

**ADJOURNMENT**

**Additional Information**

Attendance

Acronym List

Mission Statement

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**The next Metro Valley Study Session meeting is scheduled for September 11, 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, 1<sup>st</sup> 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 14, 2025

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

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

***Background:***

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

Item No.	Contract No.	Principals & Agents	Subcontractors
7	26-1003353	NCC Group Escrow Associates, <i>LLC</i> <i>Mary English</i>	None
		Transcore, LP <i>Whitt Hall, P.E., President</i>	

***Financial Impact:***

This item has no direct impact on the budget.

***Reviewed By:***

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

***Responsible Staff:***

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

Approved  
Board of Directors Metro Valley Study Session  
Date: August 14, 2025  
Witnessed By:

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

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** August 14, 2025

***Subject:***

Interstate 10 Express Lanes Contract 1 Quarterly Report

***Recommendation:***

Receive and file the June 2025 Interstate 10 Express Lanes Contract 1 - 4<sup>th</sup> Quarter Report.

***Background:***

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

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

Key Observations from this Quarterly Report:

- **Express Lanes Usage:** In the first 10 months of operation, the Express Lanes recorded 10.6 million trips, averaging 34,900 daily trips. Of these, 77% were tolled trips, while 23% were non-tolled, such as HOV3+ and other toll-exempt users.
- **Traffic Operations:** Peak period Express Lane capacity utilization ranged from 31% to 72%, with recurring congestion observed near the Haven Avenue eastbound bottleneck. Despite this, all segments maintained speeds above 45 mph over 90% of the time, complying with federal performance standards.
- **Toll System Operations:** FasTrak usage continued to grow, supported by the transition to Dynamic Pricing, which enhanced toll rate responsiveness. In the 4<sup>th</sup> quarter, pricing algorithms were refined to better manage peak-period congestion.
- **Customer Service Operations:** 4<sup>th</sup> quarter experienced a decline in customer contact volumes and improved service metrics, following a spike in 3<sup>rd</sup> quarter due to widespread smishing incidents (SMS phishing – where fraudsters send fake text messages pretending to be from a toll agency to get personal or payment information). Walk-in center visits and call volumes both decreased.
- **Financial Performance:** Financial operations have stabilized over the past two quarters. The focus has now shifted to continuous improvement, with the team actively analyzing trends to enhance revenue collection and operational efficiency.

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

***Financial Impact:***

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

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2025

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***Reviewed By:***

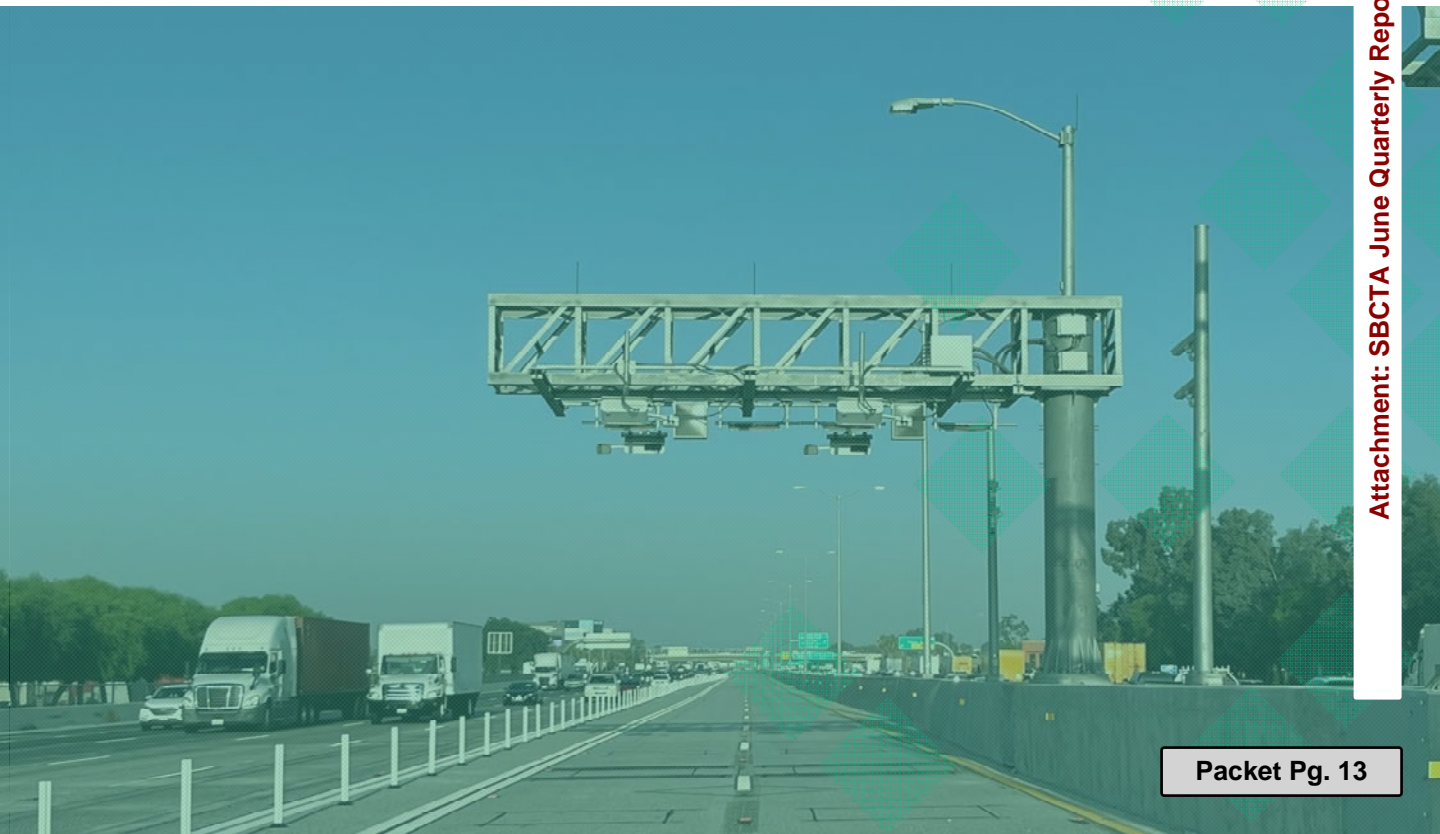
This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Philip Chu, Deputy Director of Express Lanes

# I-10 EXPRESS LANES QUARTERLY OPERATIONS REPORT

JUNE 2025



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

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# 1. EXECUTIVE SUMMARY

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

## Traffic Operations

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

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

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

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

## Toll System Operations

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

The system transitioned from a Time-of-Day (TOD) schedule to a Dynamic Pricing Algorithm (DPA) on December 26, 2024, enabling more responsive toll rate adjustments in response to non-recurring congestion. From April to June (Q4), the average toll paid was \$1.42, with FasTrak users averaging \$1.24 and Non-FasTrak users averaging \$2.49. This period also coincided with a seasonal decline in traffic volumes beginning Memorial Day weekend, which contributed to lower overall toll revenue. Two key changes to the DPA were implemented during Q4 that influenced toll behavior:

1. On May 1, 2025, the DPA lookback time was reduced from 10 minutes to 7 minutes, allowing toll rates to respond more quickly to real-time traffic conditions.
2. On May 30, 2025, the maximum toll rate for EB travel was increased from \$8.00 to \$14.50, expanding the pricing ceiling and enhancing the system's ability to manage congestion during peak demand.



# 1. EXECUTIVE SUMMARY

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

## Customer Service Operations

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

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

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

## Financial Performance

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

## 2.1 TRAFFIC VOLUMES

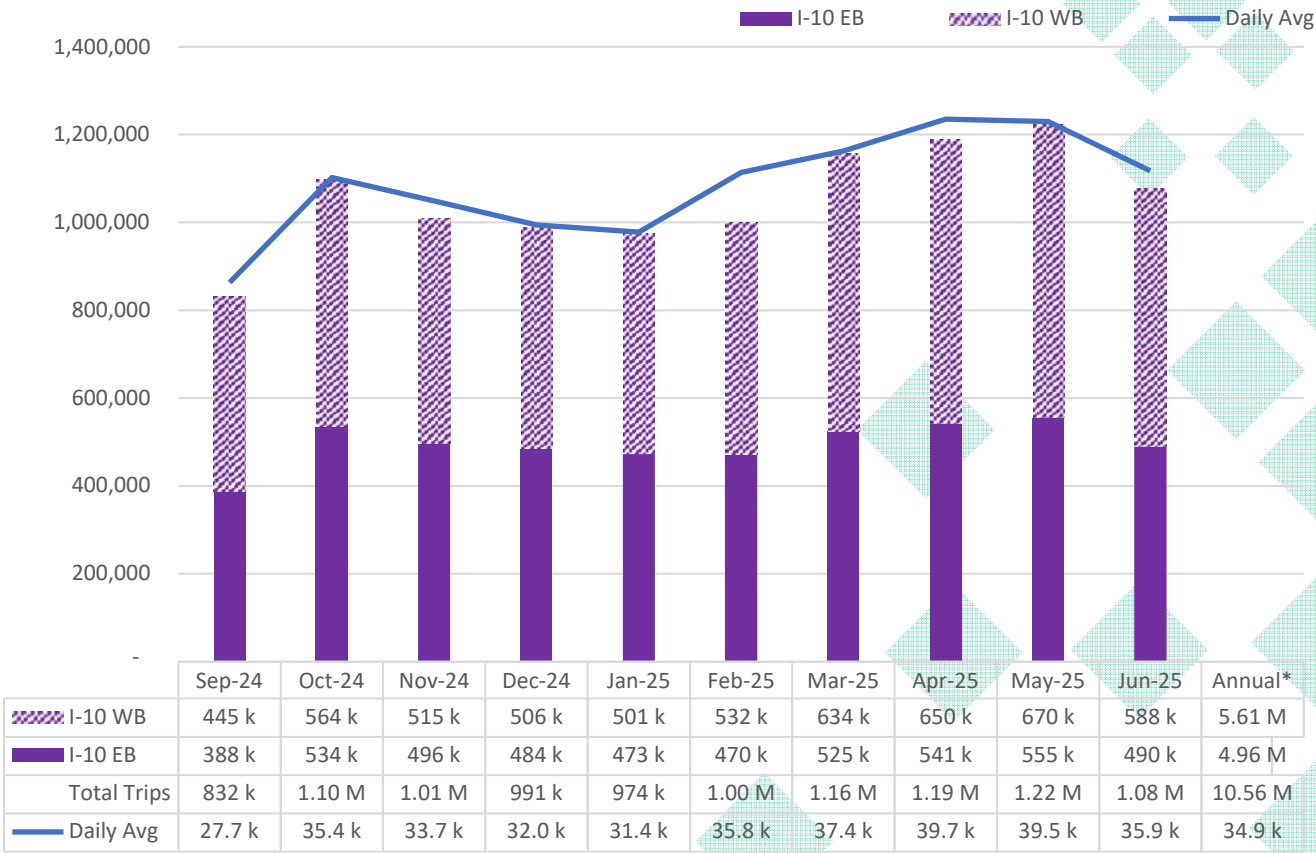
Since the EL's launch on August 28, 2024, trip volumes have demonstrated consistent and encouraging growth, with a seasonal dip observed between November and January followed by a more pronounced decline in June 2025.

**Figure 1** summarizes monthly trip volumes on the EL by direction. Over the 10-month period from September 2024 to June 2025, the EL recorded a total of 10.56 million trips, with 5.61 million WB and 4.96 million EB. Monthly trip volumes steadily increased since January, peaking in May with 1.22 million trips, followed closely by April and March, each surpassing the 1.15 million mark. This upward trend reflects growing public confidence and

reliance on the EL as a reliable transportation option. June saw a drop in traffic by 12% compared to May which correlated with reduction in traffic volumes from the GP lanes and adjacent corridor attributable to seasonal fluctuations. Since opening westbound trips have exceeded eastbound by 13% with the gap widening to 20% in the most recent quarter (April–June).

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

**Figure 1 –Monthly Total Express Lane Trips**



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

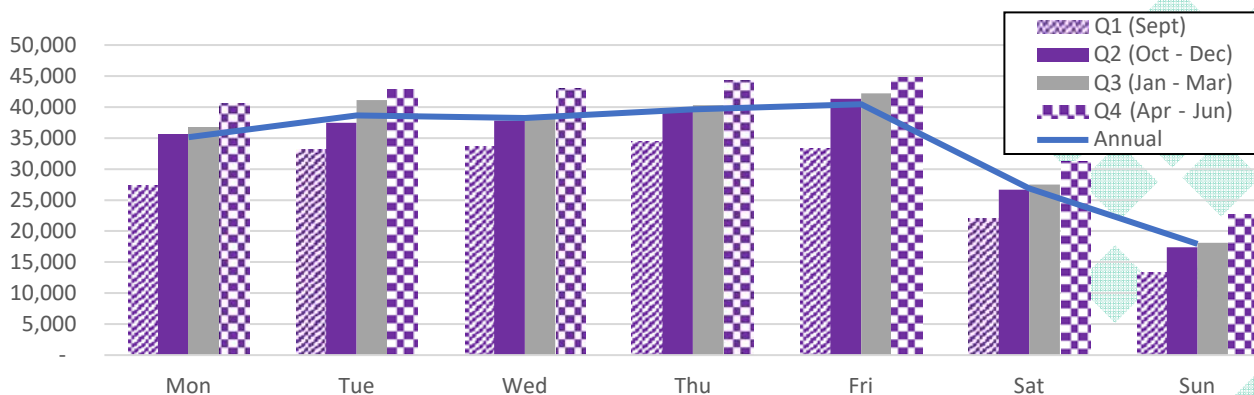
**Figure 2** presents a comparison of average daily trips by day of the week across each quarter. A clear upward trend is evident from Monday to Friday, with Friday consistently being the peak day across all quarters. The day-of-week trends align with expectations, with the lowest trips observed on Sundays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

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

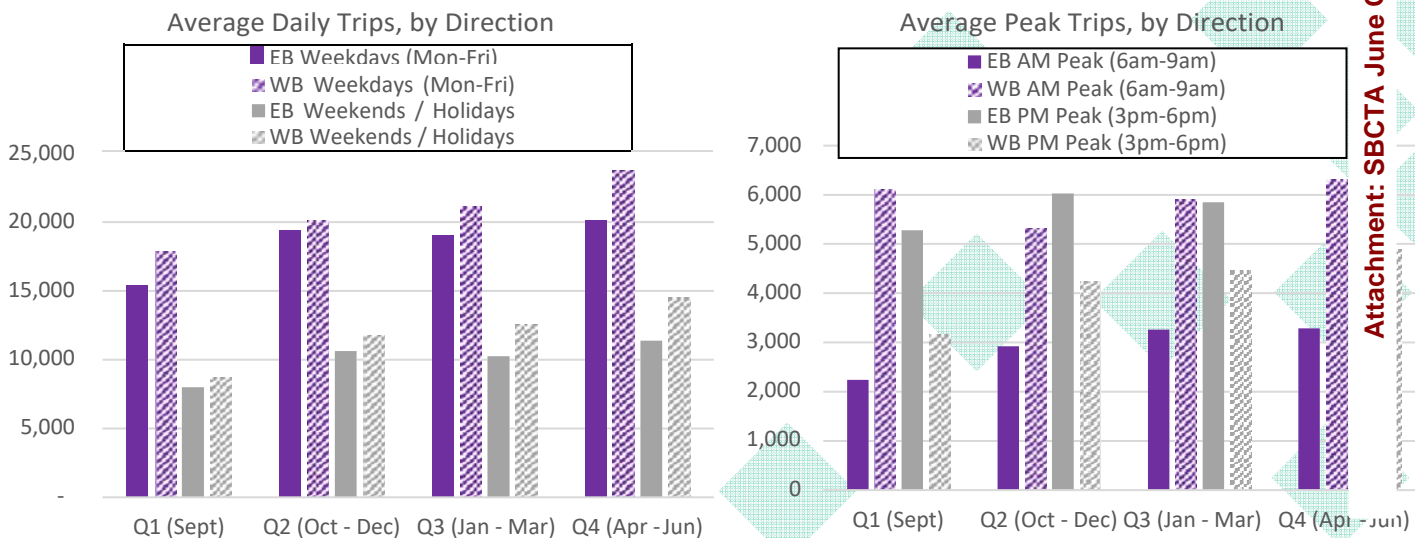
**Figure 3** also shows WB AM peak trips consistently outnumber EB AM trips across all quarters reflecting a strong WB travel demand during weekday morning hours (6am – 9 am). In Q4, the WB AM peak volume was 93% higher than EB AM peak volume while EB PM peak volume was 21% heavier than WB during the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

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

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



**Figure 3 - Express Lanes Average Daily and Peak Period Trips**

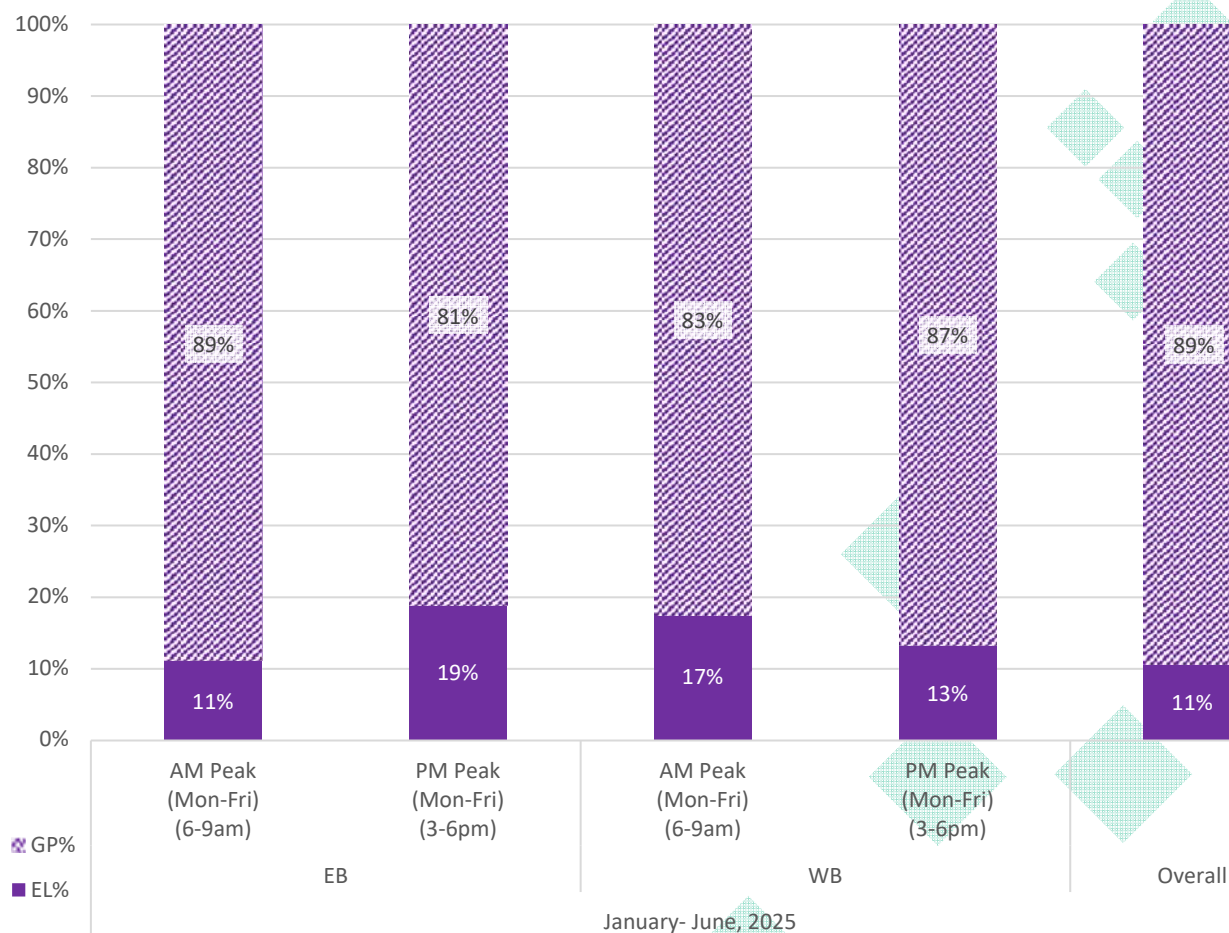


**Figure 4** shows directional and temporal distribution of total traffic between the EL and GP lanes during peak periods along the I-10 corridor for Q3 and Q4. This date range was selected because the GP lane data, sourced from VDS detectors, was not reliably available prior to January due to calibration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

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

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

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





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

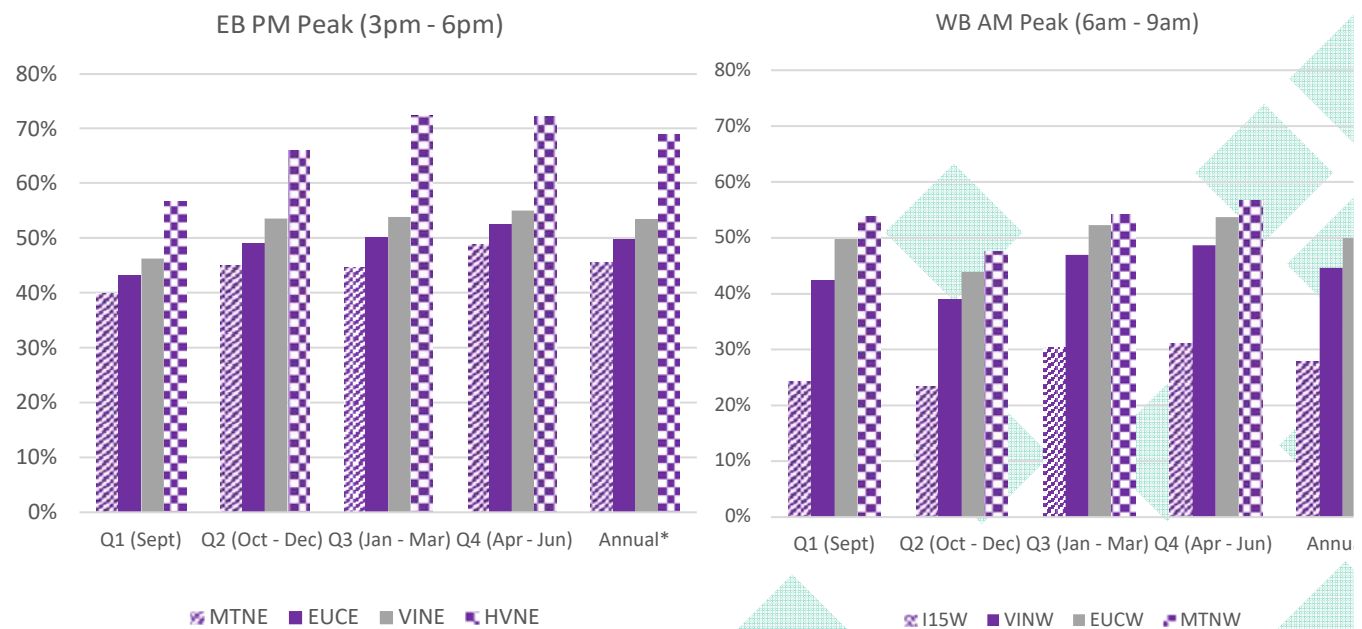
**Figure 5** presents the capacity utilization which refers to the extent to which the ELs are being used compared to the EL capacity. This analysis is based on traffic volumes observed in each toll zone during peak periods, applying an assumed lane capacity of 1,600 vehicles per hour per lane (vph). Since opening of the ELs, HVNE consistently accounted for the highest average capacity utilization (approx. 70%). The capacity of this toll zone is calculated for one lane since it merges from two lanes to one lane at the end of the EB EL. MTNE, EUCE and VINE show moderate and relatively stable capacity utilization between 40-50%, during AM peak periods. For WB direction, MTNW consistently accounted for the largest share at 50% capacity during AM peak, across all quarters. VINW and EUCW followed closely

behind, while I15W consistently represented the smallest proportion of WB AM peak capacity utilization. **Figure 5** shows that MTNE, EUCE and VINW capacity utilization increased slightly between Q3 and Q4, while the HVNE capacity utilization remained the same. This small difference may be a result of increased toll rates in the HVNE zone, which is discussed further in section 2.3.

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

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

**Figure 5 – Quarterly Average Peak Period Express Lanes Capacity Utilization**



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

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

## 2.2 TRAFFIC COMPOSITIONS

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

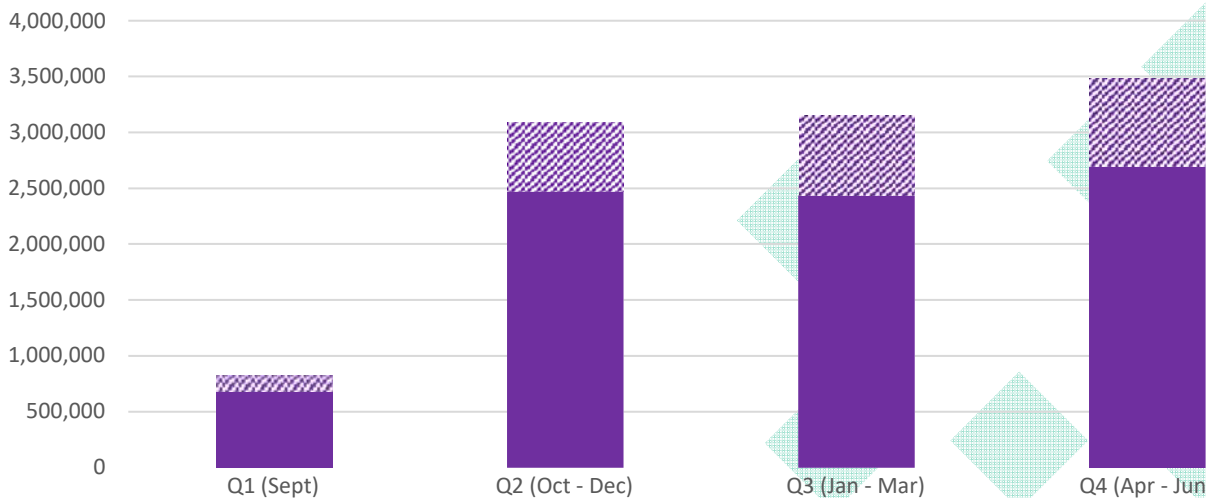
**Figure 6** categorizes total trips into those greater than zero dollars (Tolloed) and zero-dollar trips (Non-Tolloed). Tolloed trips consistently dominate, accounting for the majority of total trips each quarter. Non-Tolloed trips have steadily increased across quarters. From just over 150,000 trips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

of operation) to nearly 3.5 million in Q4, indicating strong upward trend in overall corridor usage.

The percentage of Non-Tolloed trips has increased 5% between Q1 and Q4. Since 99% of Non-Toll trips are HOV3+, SBCTA is checking whether this is an increase in HOV3+ or customers are incorrectly selecting the HOV3+ setting. To assess HOV compliance, SBCTA plans to conduct a manual survey of EL vehicle occupancy in July 2022. Additionally, the agency is considering the deployment of an automated vehicle occupancy detection system in 2026.

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

**Figure 6 – Quarterly Total Tolloed and Non-Tolloed Express Lanes Trips**

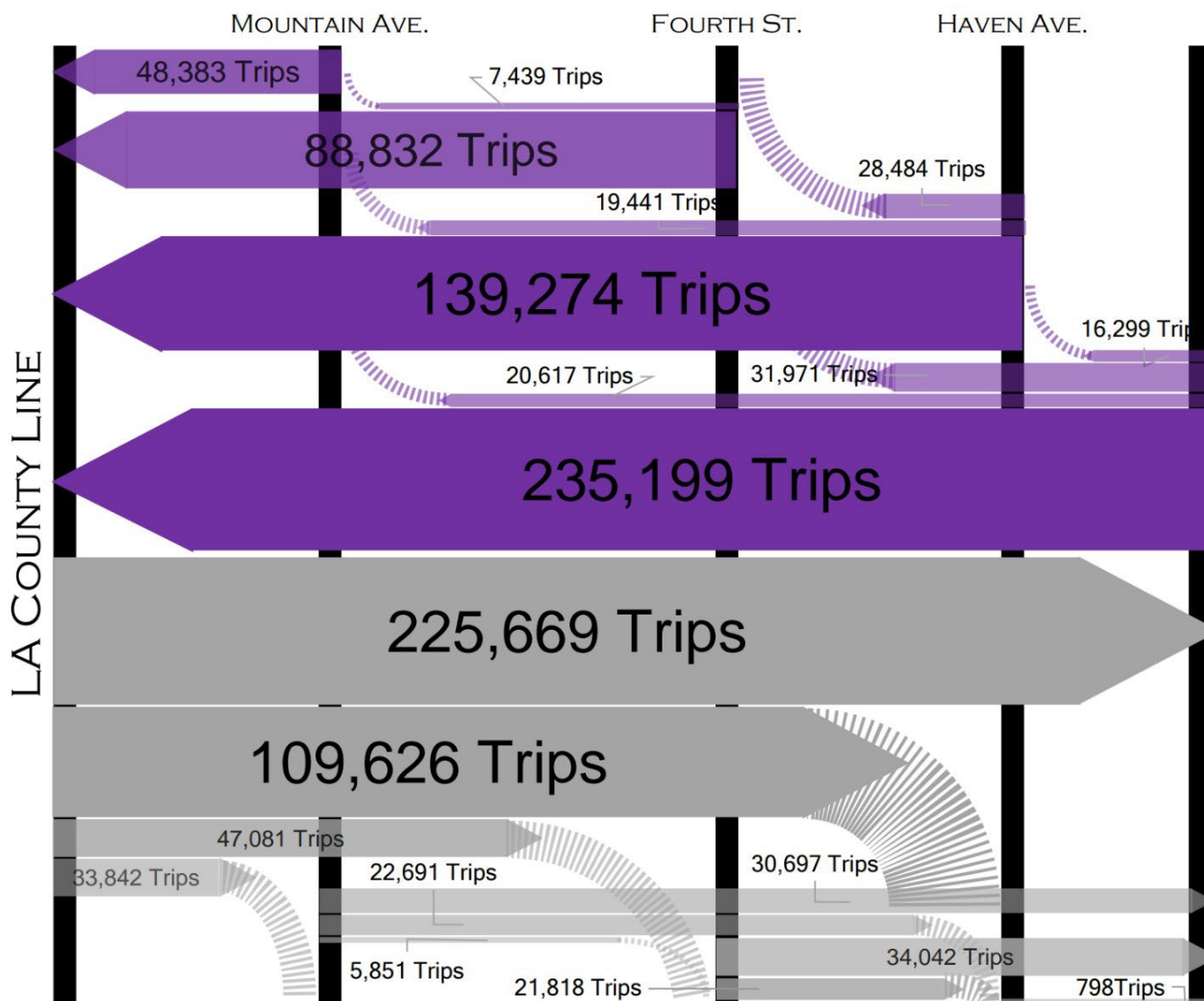


	Q1 (Sept)	Q2 (Oct - Dec)	Q3 (Jan - Mar)	Q4 (Apr - Jun)
Tolloed Trips	682,419	2,467,667	2,436,423	2,692,976
% of Non-Tolloed Trips	18%	20%	23%	23%
% of Tolloed Trips	82%	80%	77%	77%
Total Trip	832,467	3,100,254	3,155,510	3,493,939

**Figure 7** presents the Q4 monthly average of trips by entry and exit toll plazas. The most frequent origin-destination pairs were full-length trips spanning all four plazas in one direction, comprising 42% of EB and 37% of WB trips. While the share of EB full-length trips rose steadily throughout Q3 by 57%, it

dropped in Q4 by 8%, possibly due to restriping the HVNE toll zone on April 11, discouraging drive cut-through behavior and reducing congestion. In contrast, the percentage of WB full-length trips remained stable across both quarters.

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



## 2.3 TRAVEL TIME & SPEED

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

**Figure 8** summarizes the estimated travel time saved from April to June 2025 for all vehicles using the ELs. Over this three-month period, an estimated 106,418

vehicle-hours were saved. Travel time savings vary by time of day, with the greatest benefits observed during peak periods. Factoring in vehicle occupancy could provide the total person-hours saved.

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

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

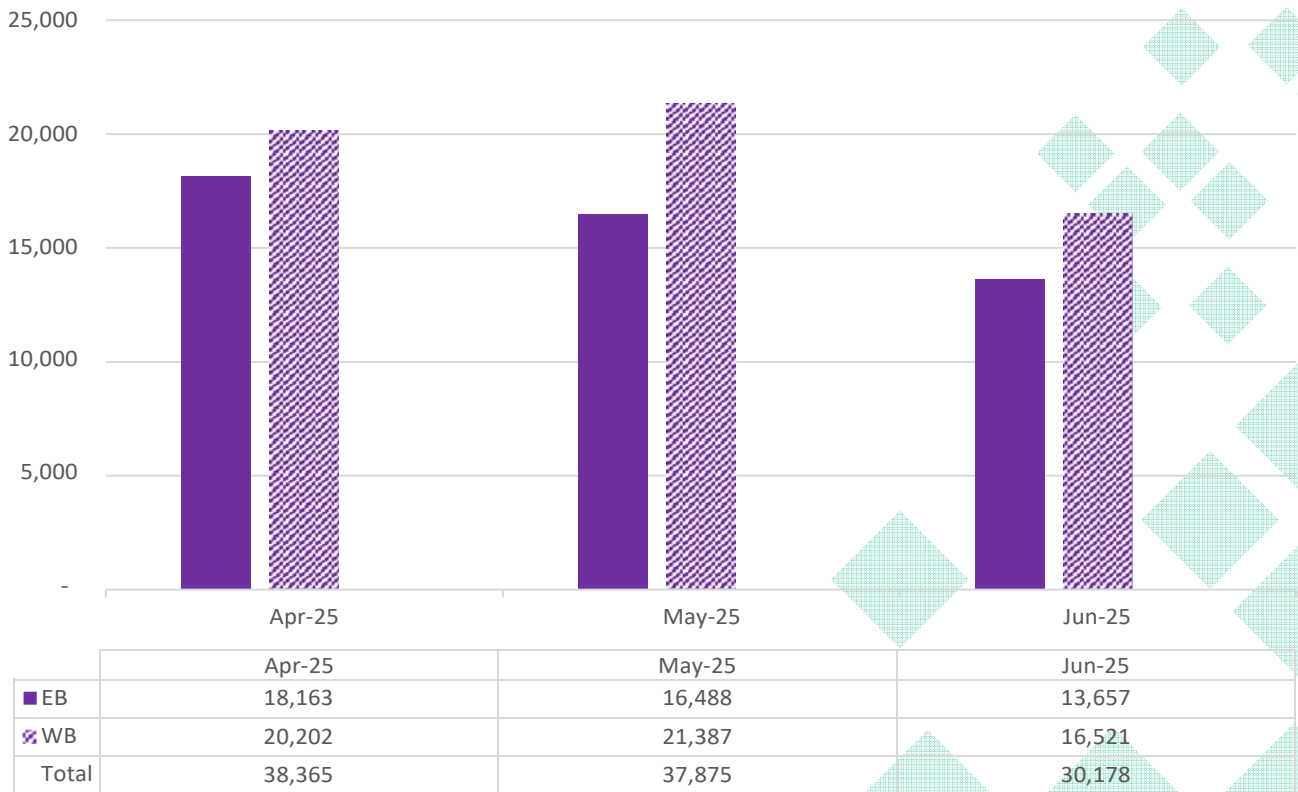




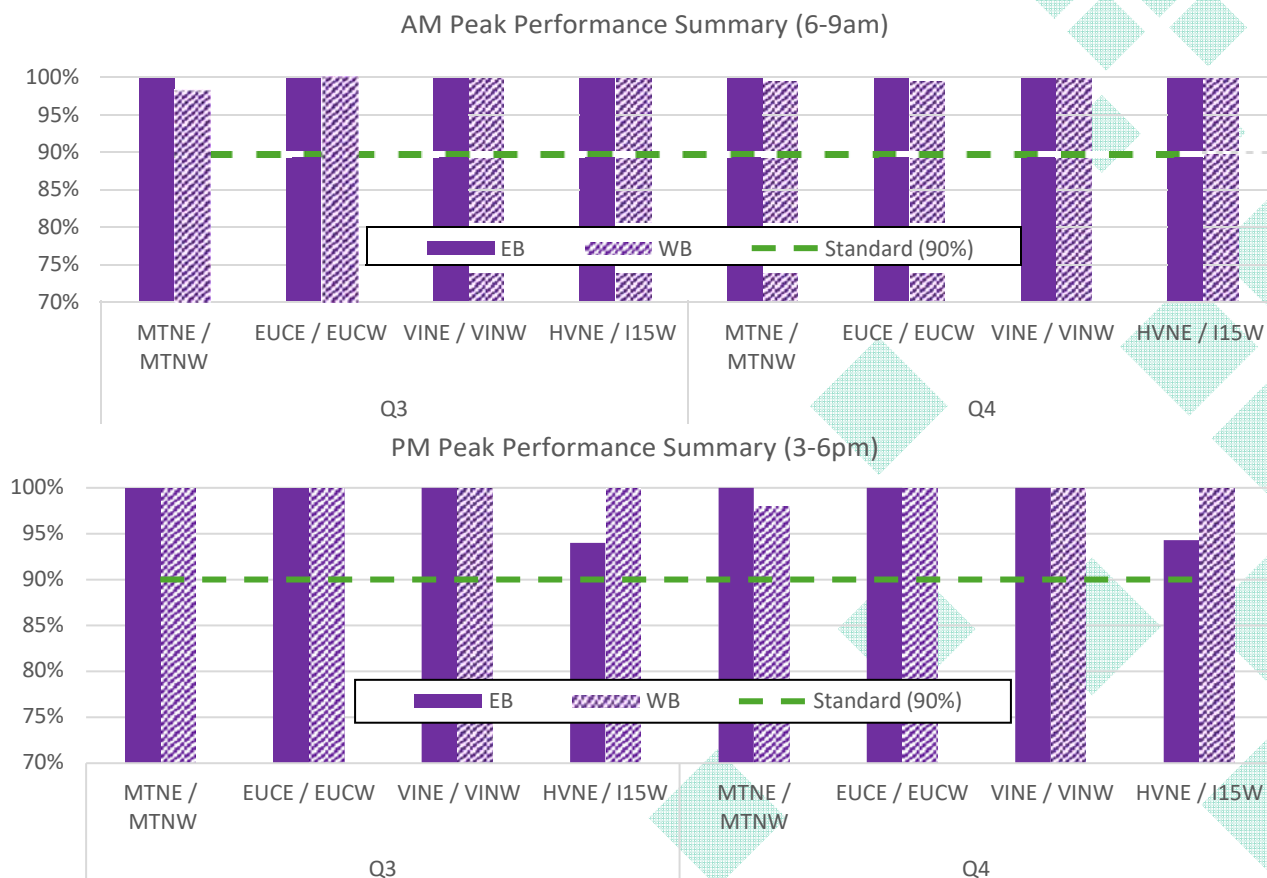
Figure 9 shows that average speeds along the corridor were rarely below 45 mph for Q3 and Q4. Q1 and Q2 are not included as VDS calibration was ongoing until January 2025. The green line in the figure represents the threshold to meet the Federal Highway Administration (FHWA) requirement that managed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

On April 11, restriping was completed at the EB EL terminus, resulting in improved traffic condition for drivers exiting the EL. However, congestion

continues to occur where the EL narrows to a single lane before reaching the terminus.

To address this, SBCTA made efforts to adjust the Dynamic Pricing Algorithm (DPA) to better manage demand at HVNE. Specifically, on April 24, the floor threshold for the HVNE zone was lowered from 15 to 500 vphpl, enabling the pricing mode to switch from “adaptive value” to “demand management” more readily. This adjustment has resulted in higher tolls for Segment 2 (HVNE), particularly during PM peak hours when traffic volumes are high. Furthermore, on May 30, the maximum toll rate for the eastbound segment was increased from \$8.00 to \$14.50 to manage traffic demand during congested periods. Despite these substantial rate increases, especially on Fridays—overall demand has remained largely unchanged.

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



## 2.4 CHP Enforcement

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

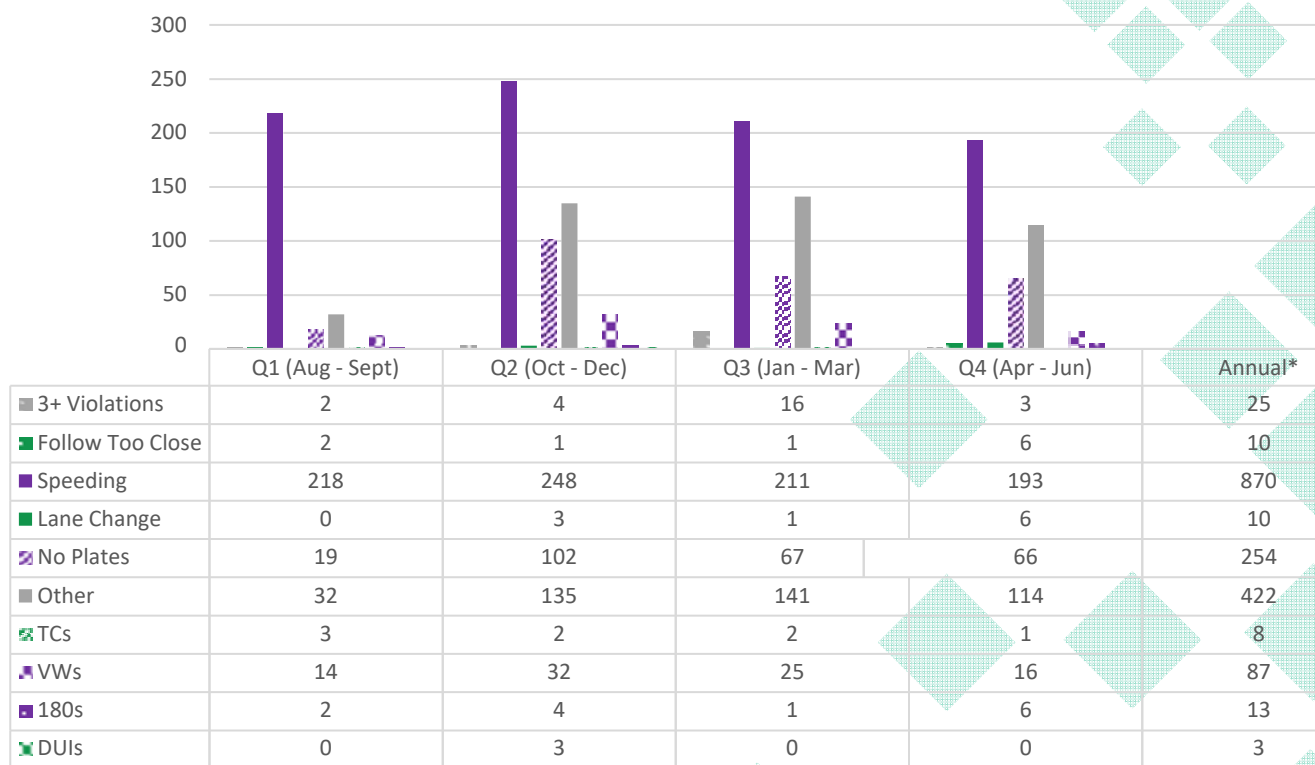
3+ Violations saw a significant spike in Q3 with 16 incidents, contributing to an annual total of 25.

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

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

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

**Figure 10 - Quarterly CHP Enforcement Data**



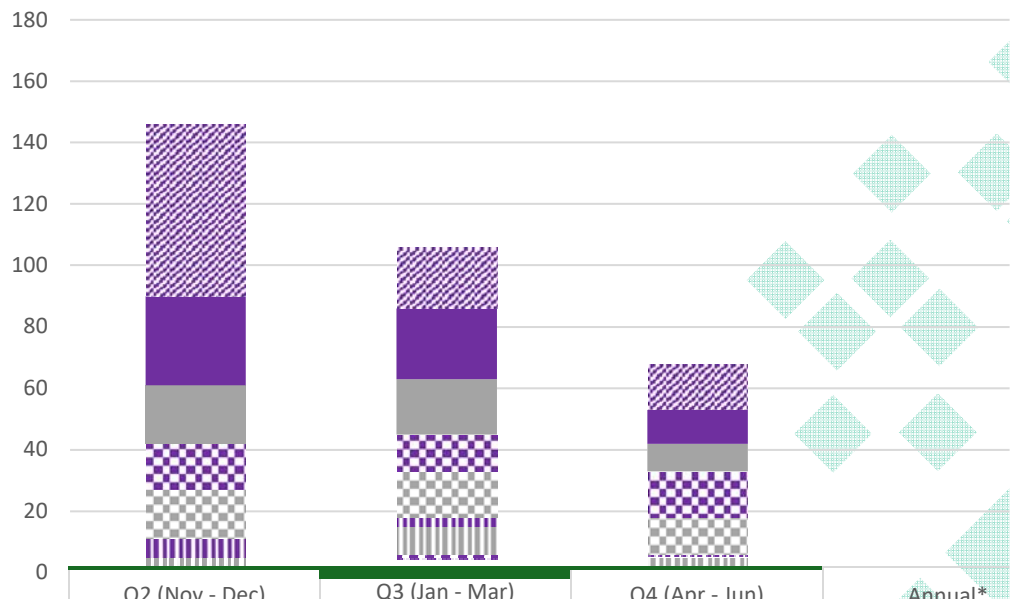
\*Annual refers to 10 months-September 2024 to June 2025

## 2.5 FSP ASSISTANCE

**Figure 11** presents a breakdown of FSP assists incidents on EL across Q2, Q3, and Q4, along with an annual summary. The data categorizes incidents into types such as vehicle safety checks, flat tires, mechanical problems, debris removal, and more. There were a total of 448 FSP assists provided over the past eight months indicating consistent

operational activity throughout the year. FSP have consistently reduced in Q3 and grew in Q4. Debris removal and accidents had a notable increase in Q4 being the primary reasons FSP was dispatched

**Figure 11 - Quarterly FSP Assist Data**



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

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

## 3.1 TRIPS & TOLL RATES

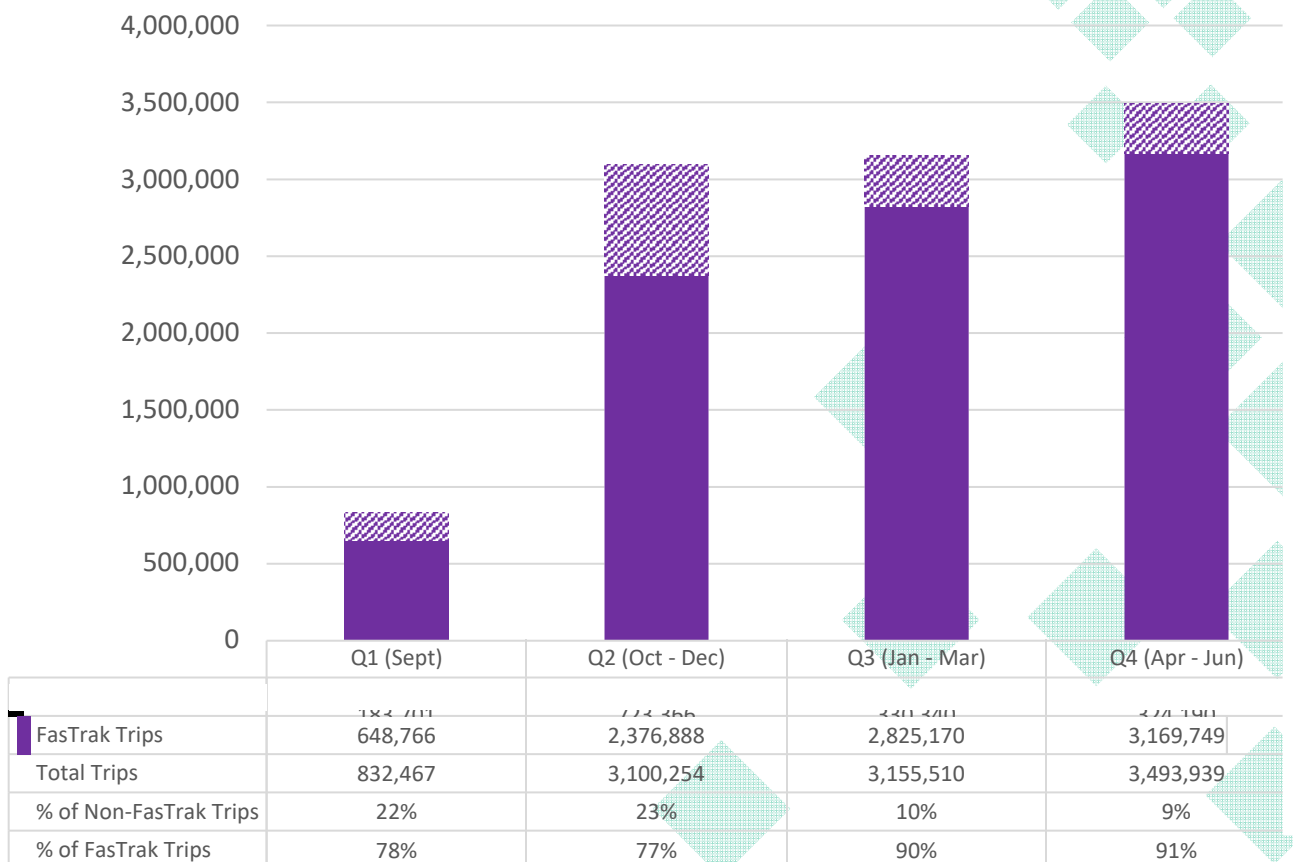
**Figure 12** summarizes quarterly EL trips for the quarter from the current fiscal year. The trips are broken out by FasTrak and Non-FasTrak trips. The total trips has increased each quarter up to the Q4. The total trips in Q4 has increased 9.69% from last quarter, Q3. There is a clear and consistent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

solidified further, with FasTrak Trips reaching over 3.1 million and accounting for 91% of the total 3.49 million trips.

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

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

**Figure 12 – Quarter Total Express Lanes Trips**



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

**Figure 13** presents a breakdown of the quarterly average toll for revenue trips on Thursdays of each month during Q3 and Q4, by direction. The comparison excludes HOV3+, Non-Revenue, and Disabled Veteran trips. The breakdown includes the averages for FasTrak, Non-FasTrak, and total tolled trips (average of FasTrak and Non-FasTrak trips)

combined). The average toll data for Q3 and Q4 reveals a clear trend: FasTrak continues to offer the most cost-effective option for drivers, while Non-FasTrak users consistently pay significantly more.

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

**Figure 13 –Average Tolls on Thursdays for Q3 and Q4**





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

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

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

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

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

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

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

**Table 1 – Posted Toll Rate Summary, Q4**

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

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

In Q4, the expected revenue is approximately 6.19% lower than in Q3, primarily due to a decline in June revenue across both directions. While EB revenue continues to slightly exceed WB revenue overall, the EB direction experienced a notable 13.34%

decrease from Q3 to Q4. In contrast, WB direction expected revenue showed a modest increase of 1.03% during the same period.

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

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

**Figure 14 – Quarterly and Annual Expected Revenue by direction**



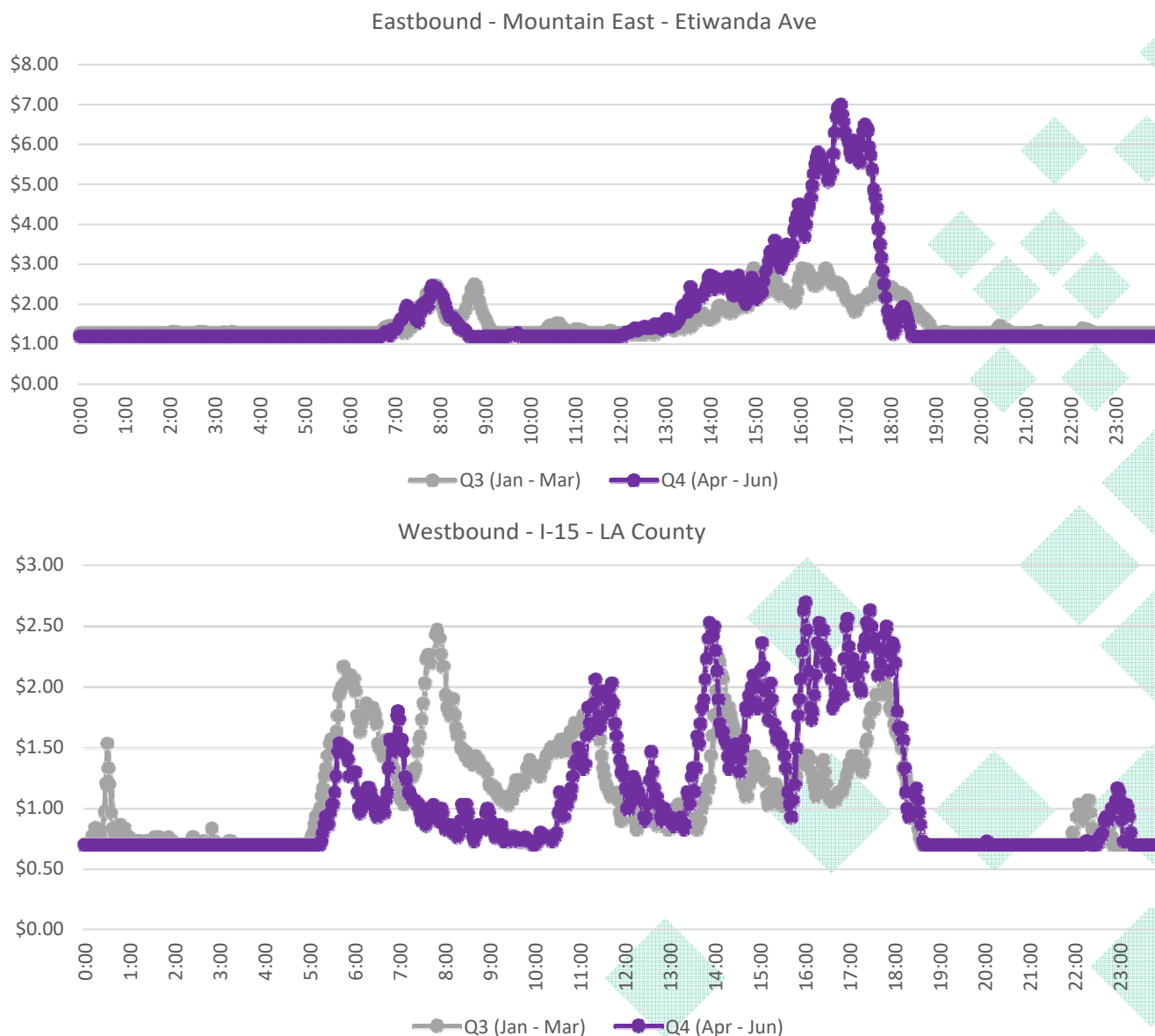
\*Annual refers to 10 months-September 2024 to June 2025

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

In Q4, morning toll rates averaged lower than those in Q3, while afternoon toll rates showed an increase. These trends reflect changes in traffic patterns, with a decline in overall traffic volumes beginning Memorial

Day weekend, and a rise in PM peak-period demand. Additionally, during Q4, the Dynamic Pricing look-ahead time parameter was adjusted from 10 minutes to 15 minutes, and the maximum toll for full-length travel was increased from \$8.00 to \$14.50. These changes enhanced the system's responsiveness to real-time traffic conditions and allowed for higher ceilings during periods of elevated congestion.

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





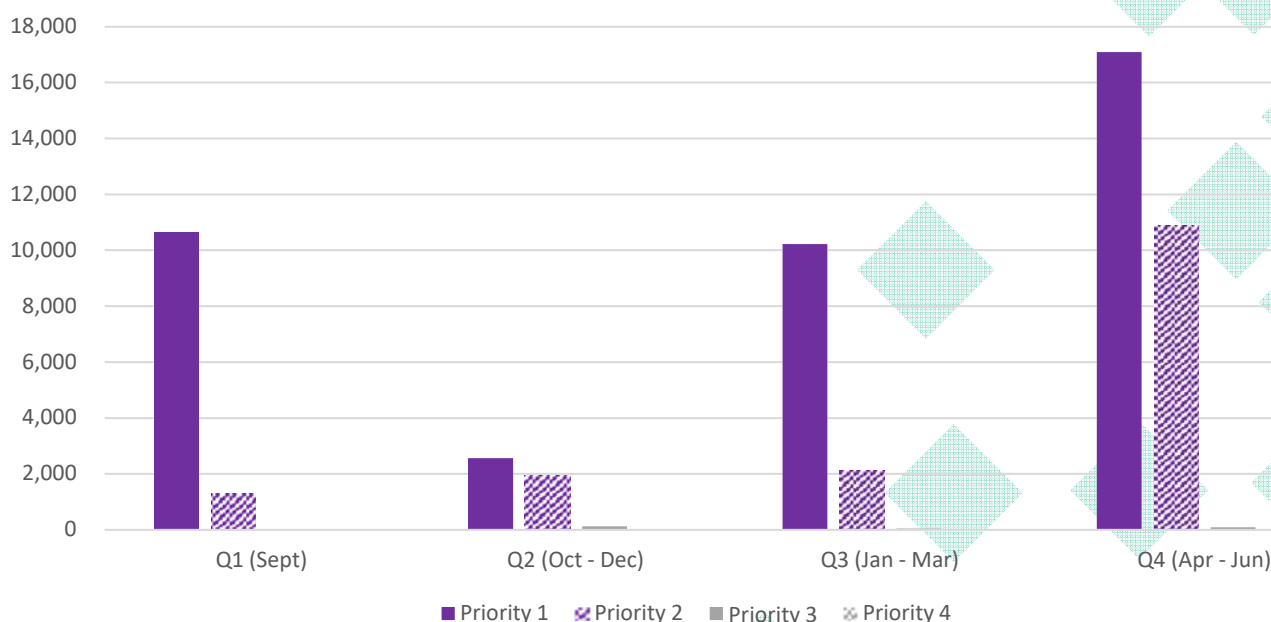
## 3.2 SYSTEM PERFORMANCE

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

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

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

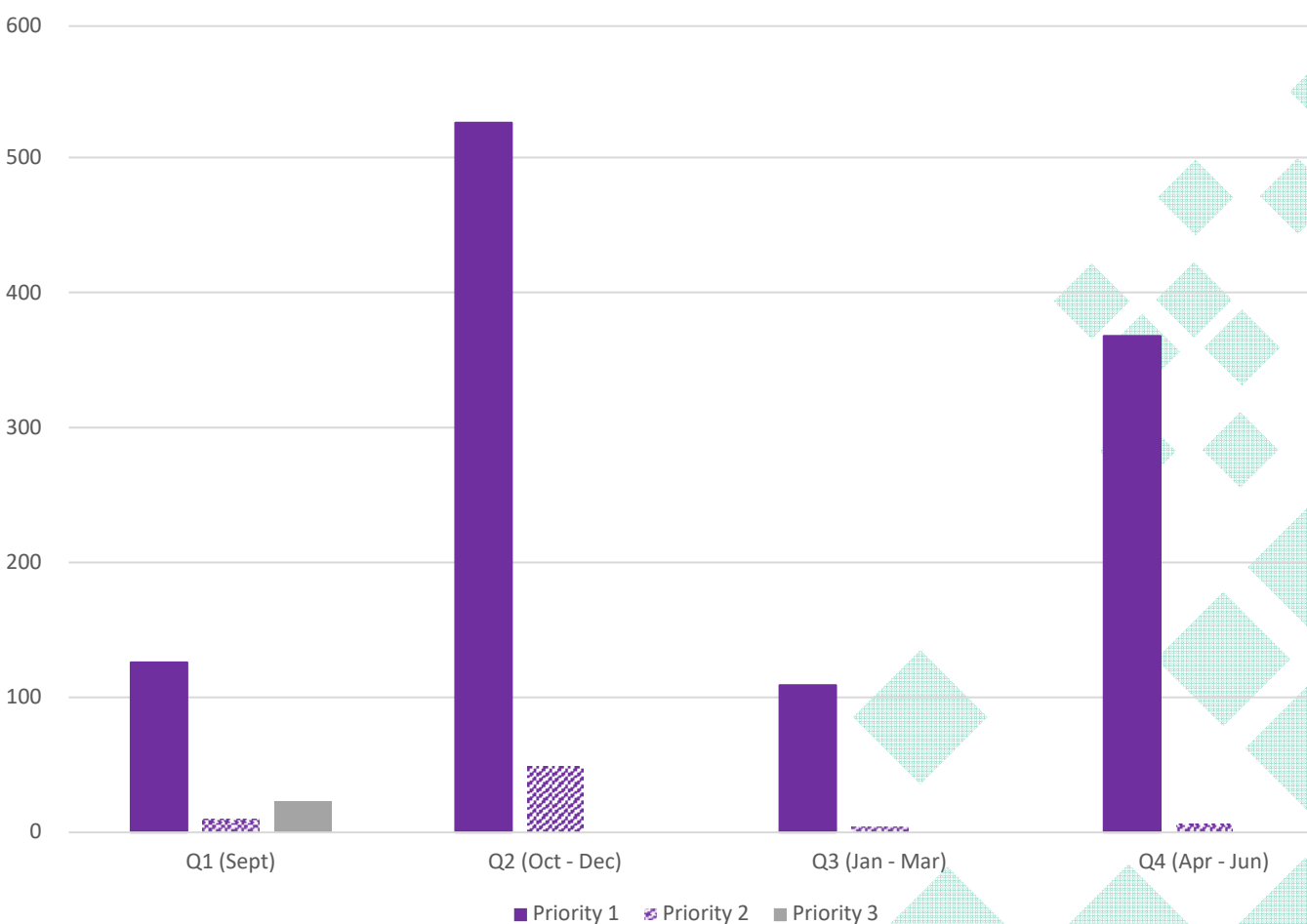
**Figure 16 –Quarterly MOMS Work Orders by Priority**



**Figure 17** below summarizes quarterly total work orders that exceeded the Response Time by Priority across quarters. Following a noticeable reduction in Priority 1 work orders during Q1, there was a marked increase in Priority 1 work orders exceeding the Response Time in Q2 as well as a modest rebound in Q4. To address this, TransCore has implemented measures to improve both repair and

response times as well as reviewing the configuration for alerts to ensure superfluous orders are not created unnecessarily. This is proactive monitoring by their on-call technical regularly check for open work orders in or ensure timely responses within the required performance timeframe.

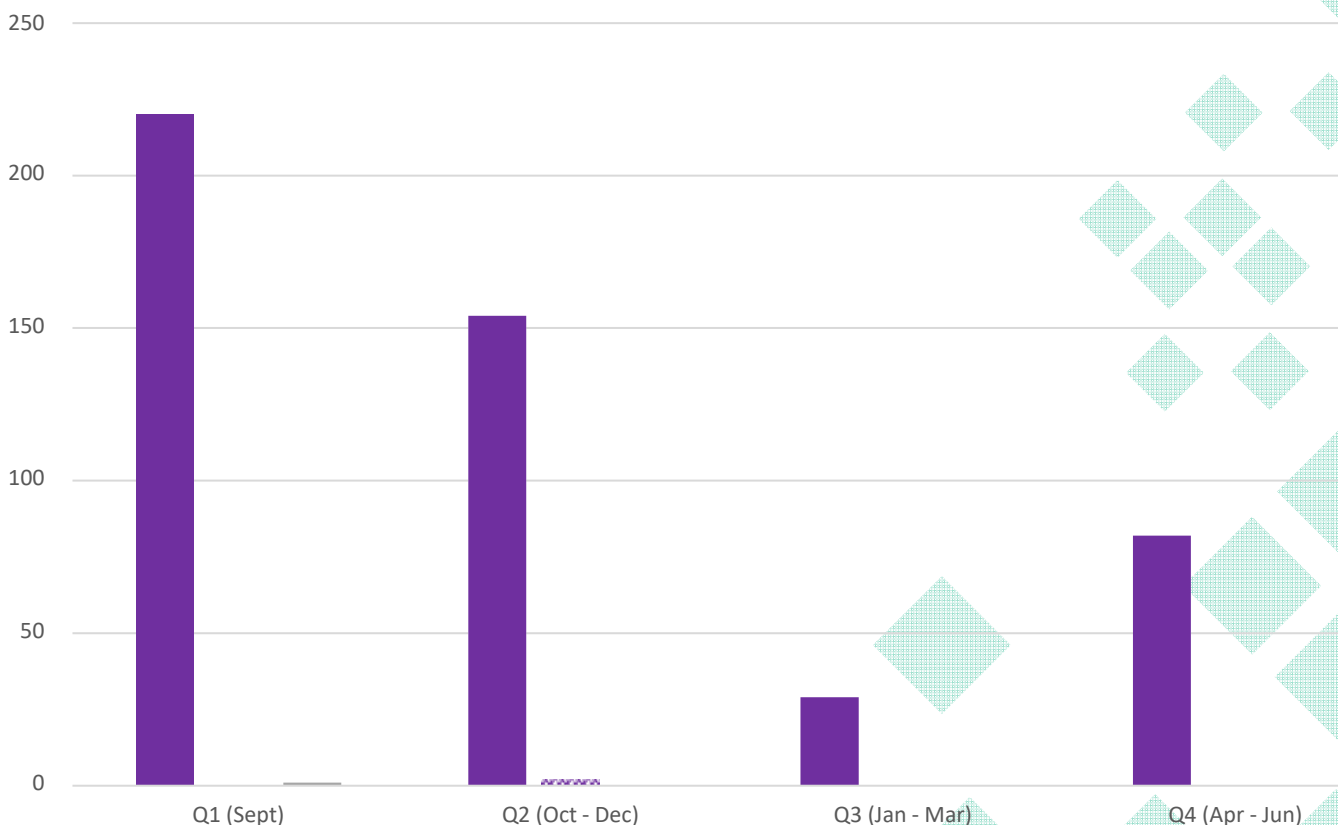
**Figure 17 – Quarterly Work Orders Exceeding Response Time by Priority**



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

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

**Figure 18 – Quarterly Work Orders Exceeding Repair Time by Priority**



## 4.1 CUSTOMER CONTACT BY PHONE

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

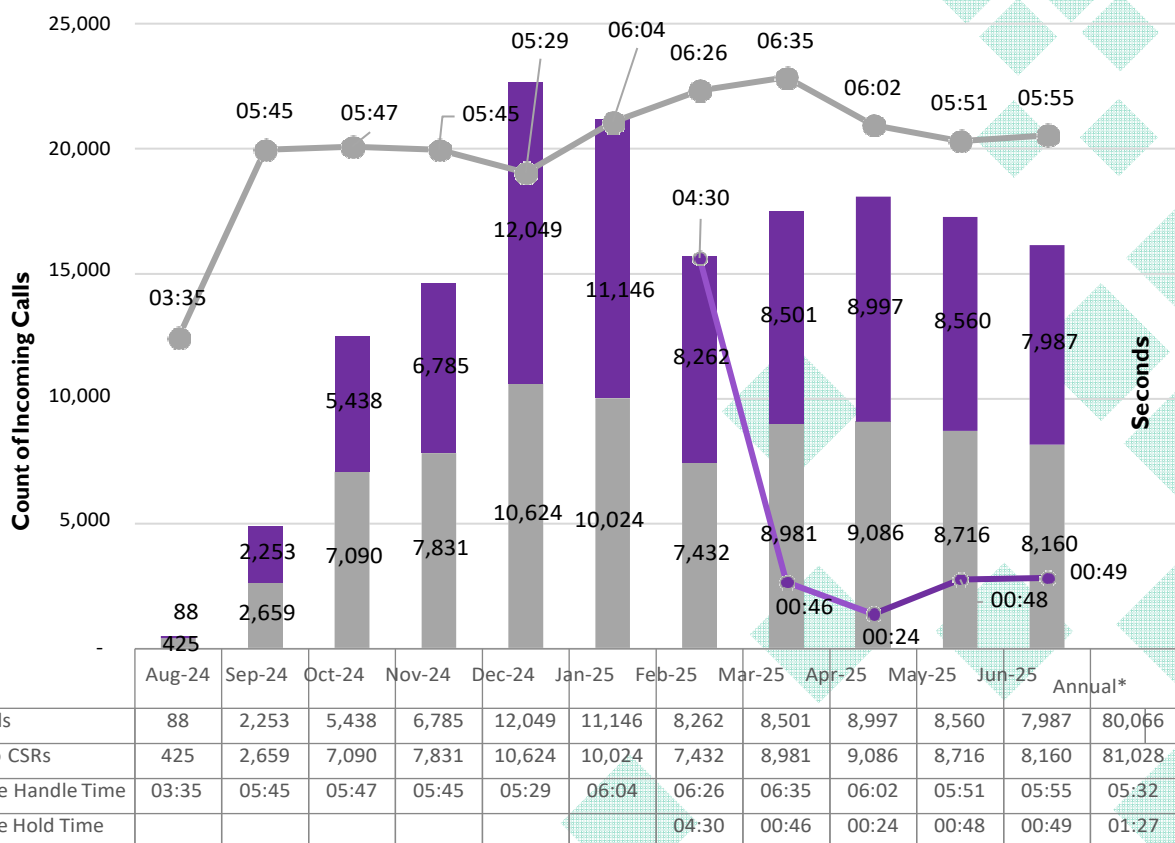
The total number of incoming calls has continued to decline from the peak in December, declining 5% in Q4, compared to Q3.

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

The average handle time for calls improved in the quarter, with the average handle time reduced by 2 seconds. The improvement reflects steps forward in staffing and training. The CSC implemented a new phone system in February 2025 (Q3); however, the average hold times were still high due to the impact of a series of smishing campaigns. The hold time was reduced in Q4, with an average of 40 seconds per call.

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

**Figure 19 – Monthly Incoming Calls by SBCTA Customers**



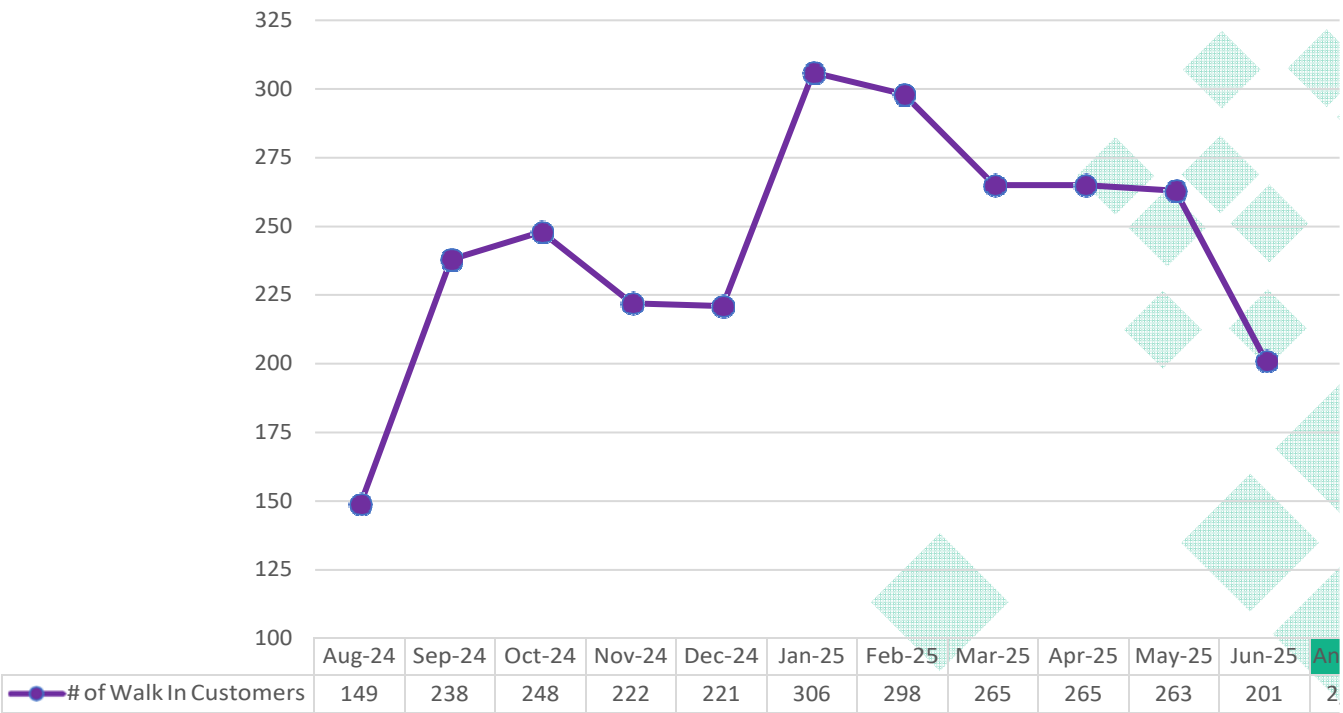
\*Annual refers to 10 months-September 2024 to June 2025

## 4.2 CUSTOMER WALK-IN VISITS

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

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

Figure 20 – Monthly Walk-In Center Customers



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

## 4.3 VIOLATION NOTICES AND CA DMV HOLDS

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

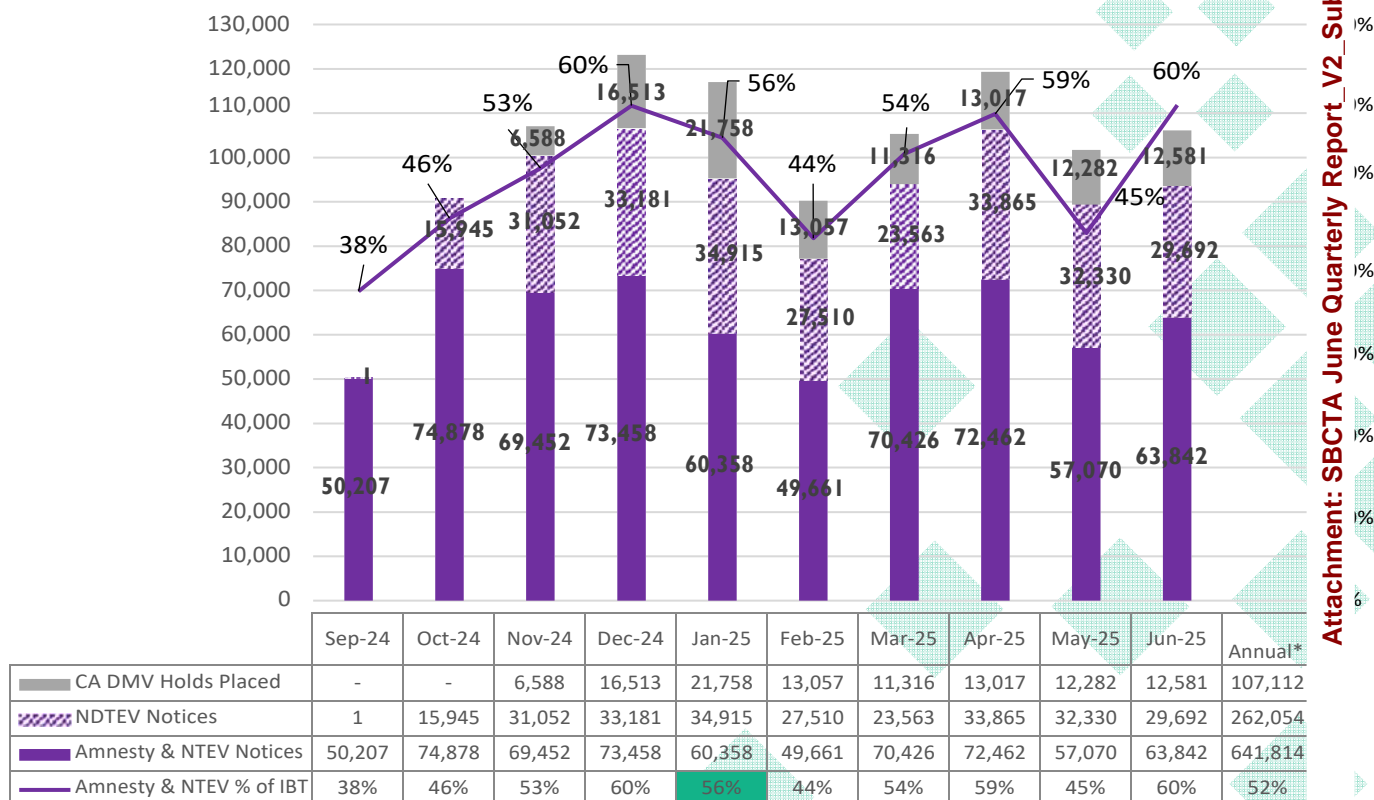
Amnesty Notices are mailed to a customer who has not previously violated on the EL. A Notice of Toll Evasion (NTEV) is mailed to customers with a new violation who have previously had a violation on the EL. A Notice of Delinquent Toll Evasion Violation (NDTEV) is sent to customers who have not paid or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

The number of notices mailed during Q4 increased by 9%, compared to the previous quarter. The largest portion of the increase, a 7% increase in

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

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

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



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



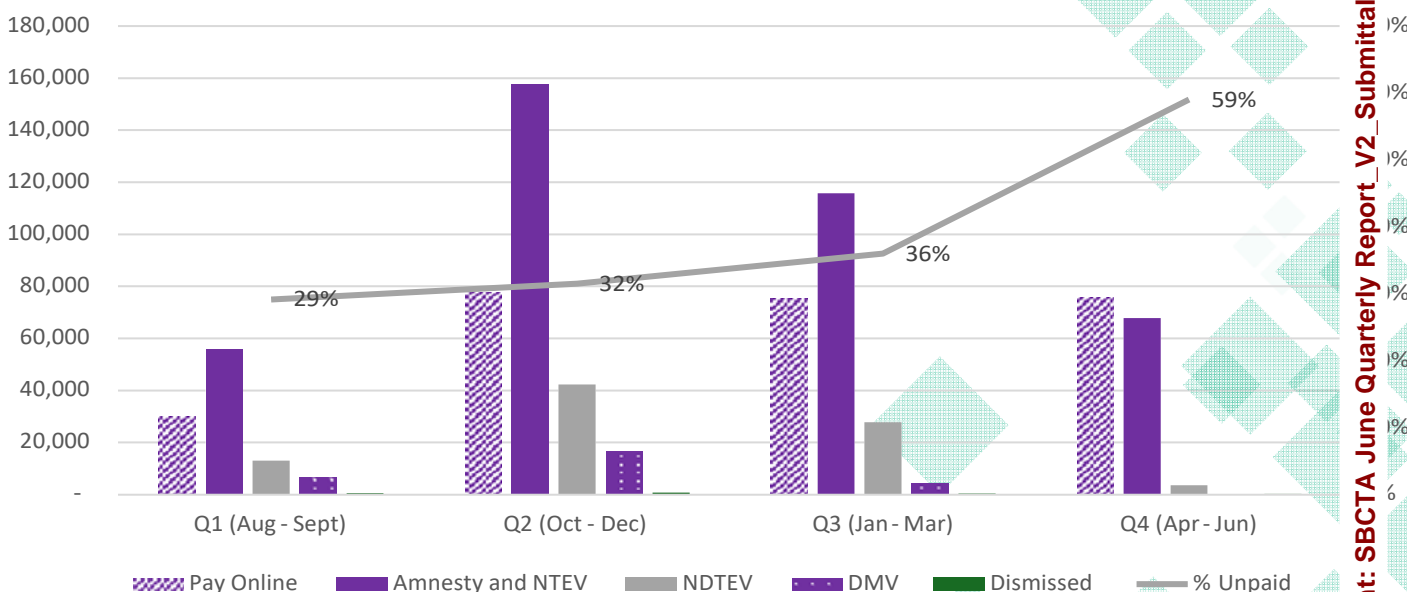
## 4.4 IMAGE BASED TRIP PAYMENTS

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

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

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

**Figure 22 – Quarterly Image Based Trips Payments by Escalation Level**



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

**Amnesty and NTEV** - Depending on the customer's history, this notice may be an Amnesty Notice allowing the customer to pay only the toll or an NTEV that

includes a \$25 penalty. This notice is due within 30 days.

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

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

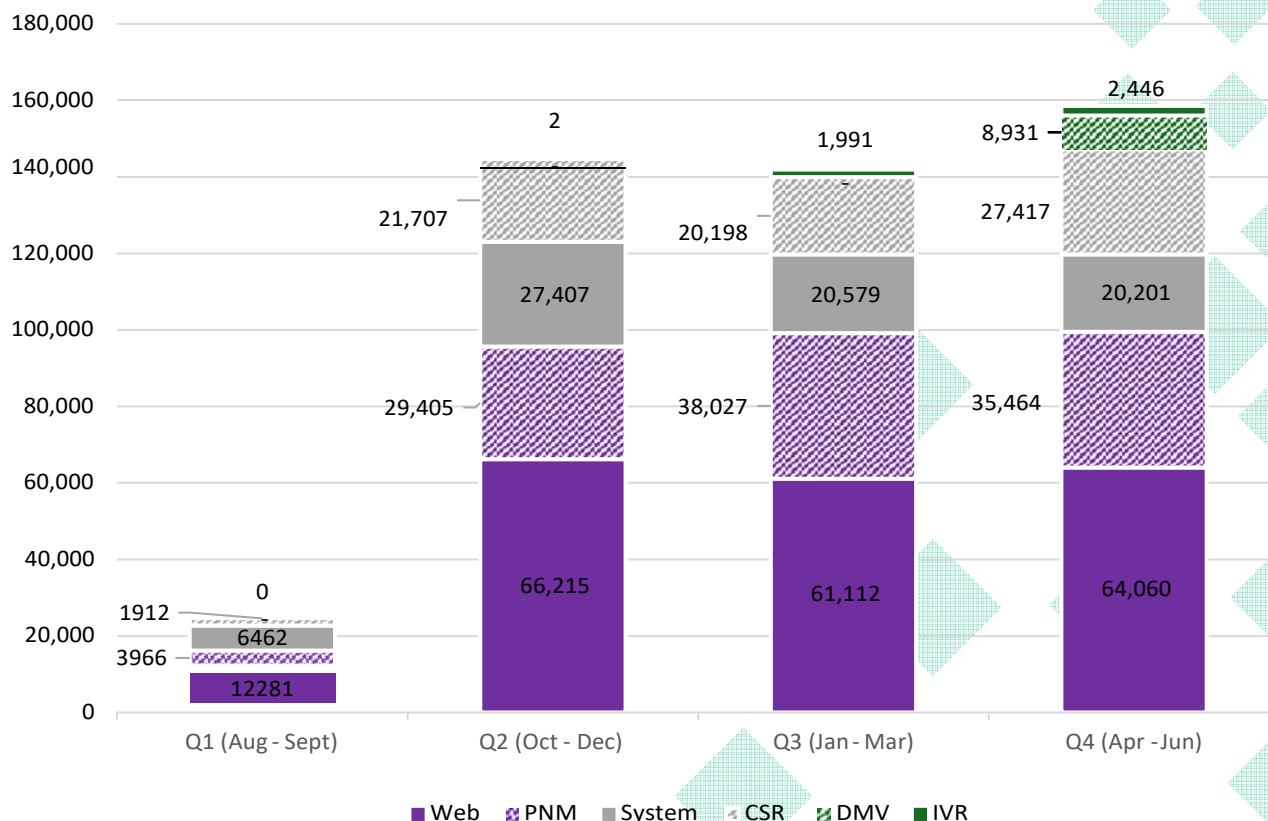
## 4.5 NON-FASTRAK PAYMENTS BY CHANNEL

SBCTA provides multiple methods for Non-FasTrak customers to pay their tolls after their travel. First, customers have the option to pay on web at <https://www.sbexpresslanes.com/pay-online/>.

Customers may also pay using the convenient Pay Near Me (PNM) service, which provides an easy way to pay a violation notice (either on an app or at a local store) using a QR code or bar code printed on the violations notice. Third, customers may call the call center and make payment through the automated Interactive Voice Response (IVR) system or through speaking with a CSR. Lastly, the customer may pay their tolls through a FasTrak account or payment plan (System). The first payments from the DMV were received June 2025.

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

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





## 4.6 EQUITY

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

**Figure 24** demonstrates the number of customers that received the \$20 low-income benefit since launch of the equity programs. There have been 51 low-income accounts opened since the opening of the EL In Q4, there were 16 new customers

approved for the program, an increase from 9 in the previous quarter.

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

Figure 24 – Monthly Low Income Promotions

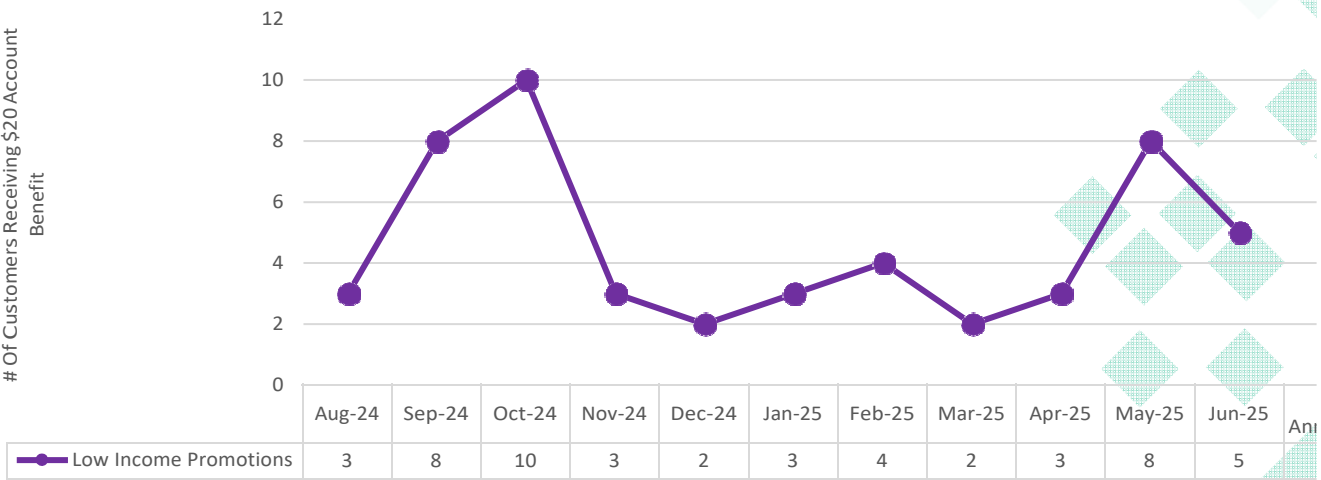
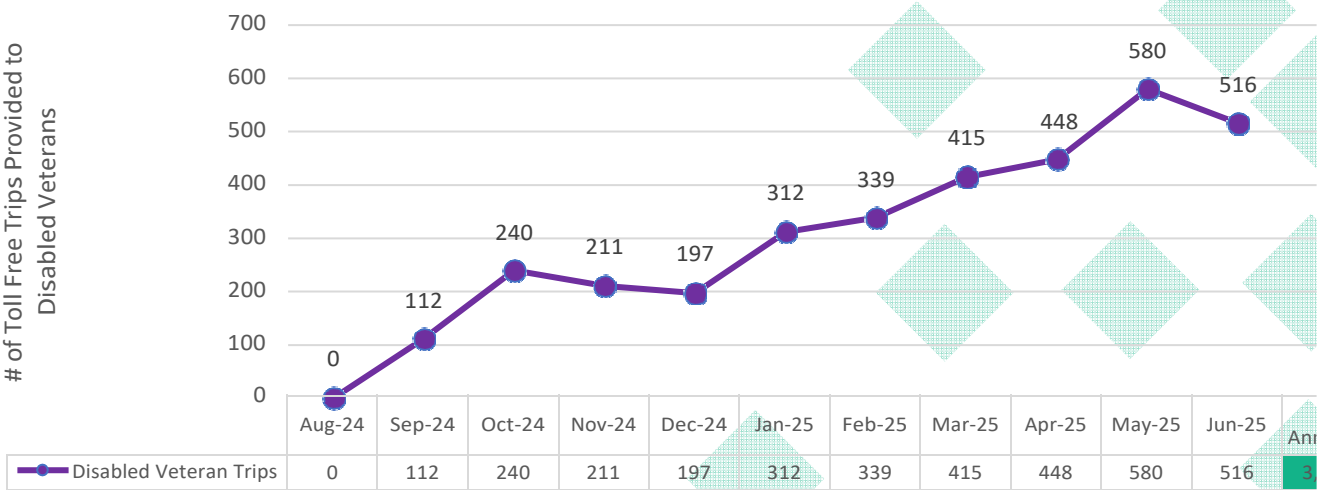


Figure 25 – Monthly Disabled Veteran Trips



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

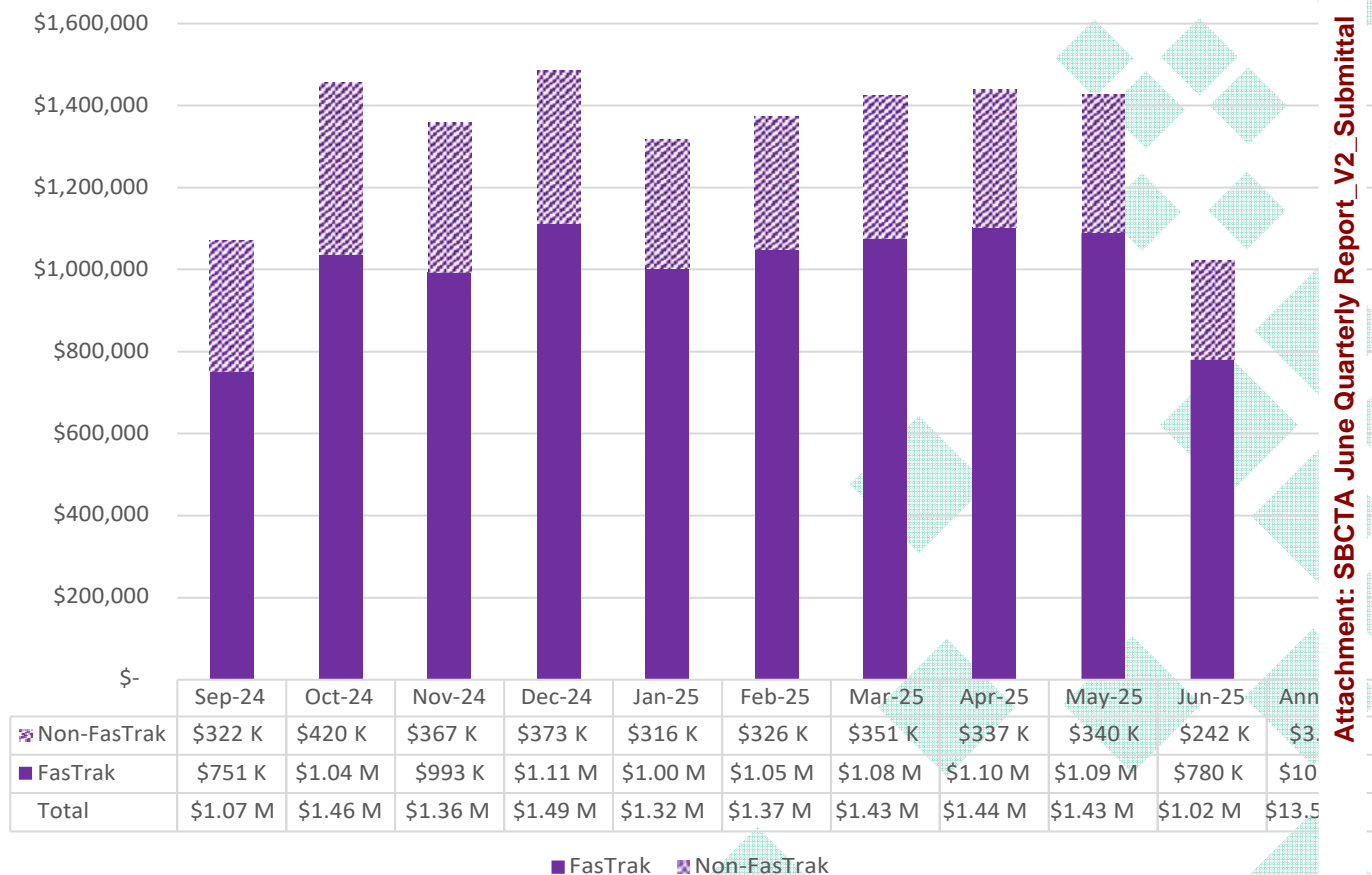
## 5.1 REVENUE

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

amount. Most Vtolls and adjustments will be made within the first 90 days of a trip, therefore the figures below are updated each month for the current month and two months retroactively.

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

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



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

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

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

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

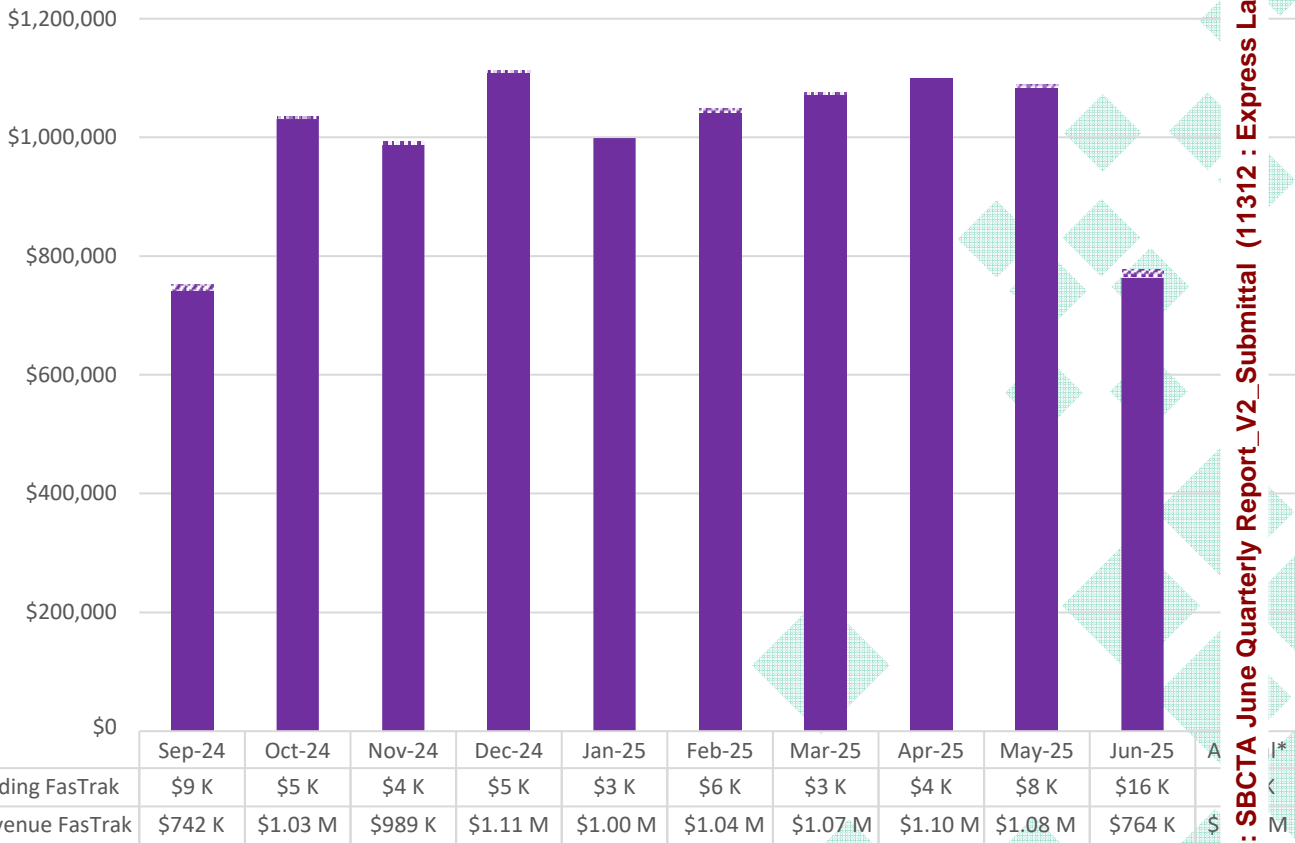


\*Annual refers to 10 months-September 2024 to June 2025

**Figure 28** represents actual FasTrak revenue which is the amount posted to FasTrak accounts. FasTrak accounts in California are primarily prepaid or held by customers with a positive history of post-payments. For this reason, the vast majority of FasTrak revenue is deemed collectable. For the month of June 2025,

\$764K of FasTrak tolls have been paid, represent 98% of FasTrak GPR (\$780K). For prior months, on 99% of FasTrak tolls have been paid. The FasTrak revenue in June was lower which commensurate with the reduction in traffic caused by seasonal variation

**Figure 28 – Monthly FasTrak Revenue**



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

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

tolls is much longer than FasTrak trips.

Most of this revenue will be collected in the first 60 days but some tolls may take as long as three years to collect. For the month of June 2025, \$651K of Non-FasTrak tolls have been paid, representing 2% of Non-FasTrak GPR (\$242K). The Non-FasTrak revenue in June was lower due to reduction in traffic caused by seasonal variation and the impact of Non-FasTrak customers paying over time; there will be an increase in Non-FasTrak revenue as customers receive violation notices.

**Figure 29 – Monthly Non-FasTrak Revenue**

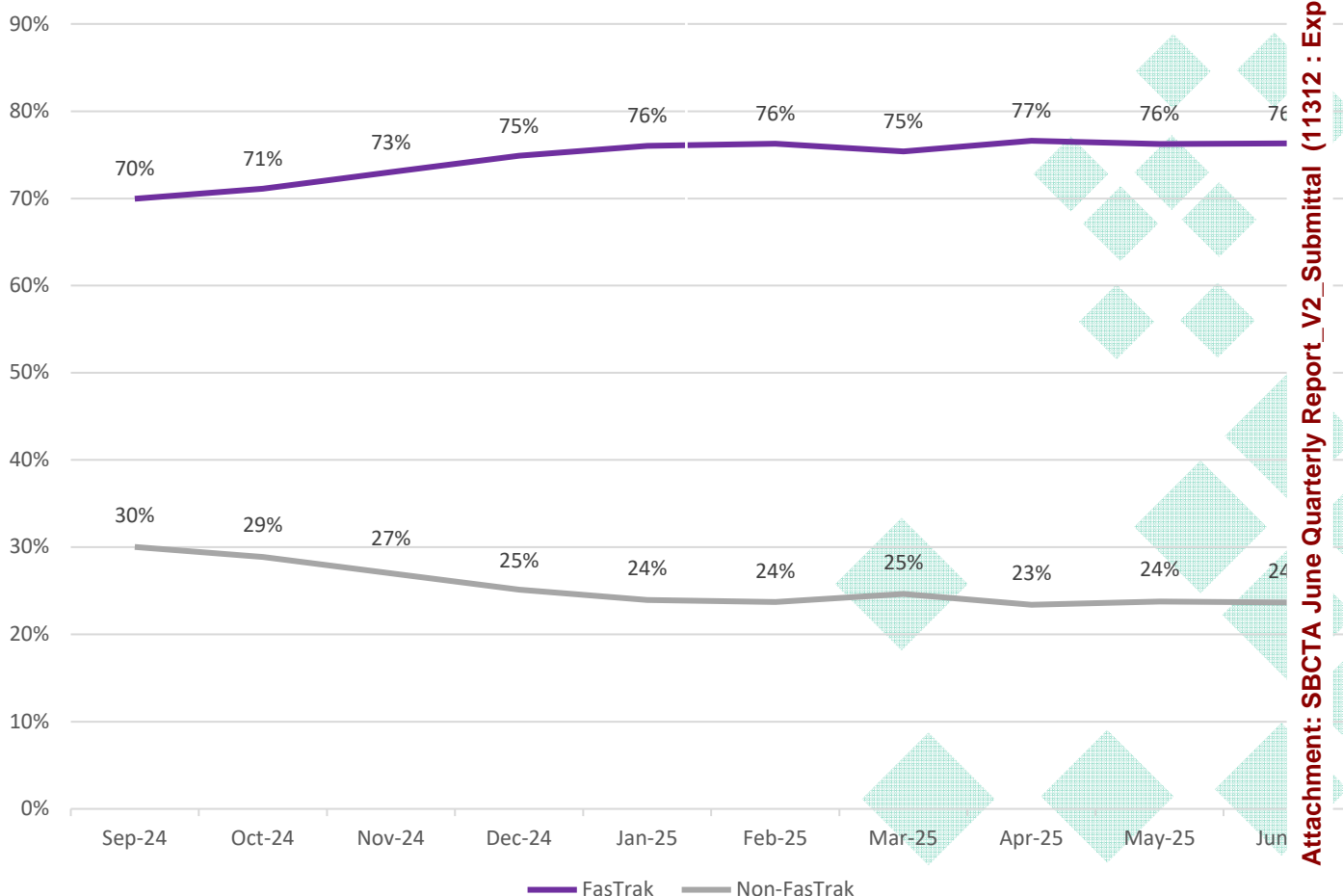


\*Annual refers to 10 months-September 2024 to June 2025

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

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

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





## 5.2 ACCOUNTS RECEIVABLE

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

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

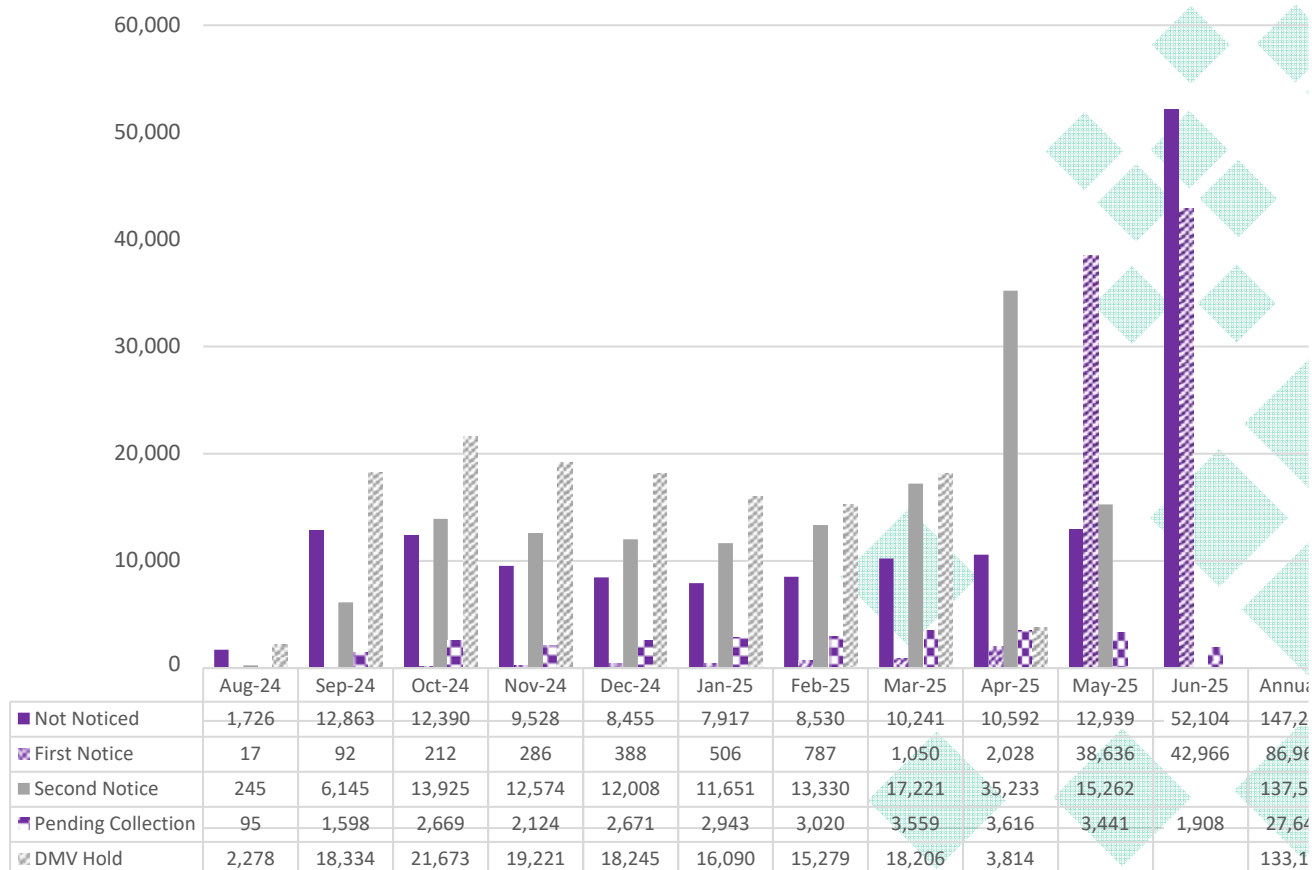
**Figure 31 – Quarterly Accounts Receivable Accounts and Amounts**



**Figure 32** illustrates uncollected trips (accounts receivable) by trip date as of the end of June 2025. As anticipated, recent months show a higher volume of uncollected trips due to customers' staggered payment schedules. Following the trip date, a minimum of two days is required before trips enter the billing and escalation process for payment. TCA FasTrak trips are settled promptly, with CTOC Agency FasTrak trips typically paid within days or weeks. Non-FasTrak trips paid online are generally settled within the first week, whereas violation trips tend to have longer payment timelines. Although

many violation trips are paid within 30 to 60 days after the trip date, the collection cycle, which includes DMV holds and Franchise Tax Board intercepts, can extend revenue collection over several months or even years. SBCTA consistently expects this graph to show a sharp increase in recent months, as most trips in the first days of any reporting period have yet to enter the billing and escalation process. As the escalation progresses, trips from later months will transition from "Not Noticed" to "First Notice," then from "First Notice" to "Second Notice," and soon.

**Figure 32 – Monthly Uncollected Trips**



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

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** August 14, 2025

***Subject:***

Project Delivery Contract Change Orders to On-Going Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 18 on-going construction contracts, of which eight have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on June 12, 2025. The CCOs are listed below:

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

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

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

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

1) CCO 176: Additional Haven Avenue express lane sign modifications. (\$17,214.59)

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

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

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

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

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

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

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

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

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

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

*Entity: San Bernardino County Transportation Authority*

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- 10) CCO 16: Addition of Toll Service Provider toll zone lighting maintenance. (\$150,000)
- 11) CCO 17: Remove Toll Service Provider contract proposal commitment No. 20. (\$0)
- 12) CCO 18: Addition of Disabled Veteran and Low-Income trip transaction processing and categories for exempt tags and license plates. (\$97,104)
- 13) CCO 19: Revisions to Control Document Image Application Programming Interface ownership. (\$15,840)
- 14) CCO 20: Impact on Lane Security Paving Joint Venture delay between January 1, 2024, and June 30, 2024. (\$1,145,955.06).
- 15) CCO 21: Toll Collection System electrical and communications network maintenance. (\$500,000)
- 16) CCO 22: Software enhancements No. 1. (\$27,600)
- 17) CCO 24: Lumen pass-through costs. (\$274,000)
- 18) CCO 25: Application Programming Interface transition (\$161,468)
- 19) CCO 15001: I-15 Indemnified Parties language addition (\$0)
- 20) CCO 15002: I-15 Express Lanes Revised Annex B-3 Project Milestones (\$0)

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

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

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

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

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

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

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

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

- 1) CCO 4: 6<sup>th</sup> Street access road modifications and right of entry. (\$131,074.18)
- 2) CCO 9: Differing site condition Campus Avenue traffic signal foundations. (\$24,378.09)
- 3) CCO 10: Striping changes. (\$5,143.90)
- 4) CCO 11: Pacific Electric Trail hedge removal survey standby time package. (-\$76,277.02)
- 5) CCO 13: City of Fontana loops and detector lead-in cables package. (\$5,467.16)

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

- 1) CCO 10.1: Resolution of deferred time. (\$0)
- 2) CCO 13.1: Bid item price adjustments for deletion of soil nail wall 747. (\$122,493)
- 3) CCO 14.1: Resolution of deferred time. (\$0)
- 4) CCO 24.1: Resolution of deferred time. (\$0)
- 5) CCO 26.1: Resolution of deferred time. (\$0)

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

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

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

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

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

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

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

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

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor, Contract 1, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0897 I-10 Cedar, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0814 SR-210 Waterman Avenue, Sub-Task No. 0702 Call Box Removal and Sub-Task No. 0810 ATP Metrolink Phase 2.

***Reviewed By:***

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

***Responsible Staff:***

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

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Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
CCO Total Approved Contingency Remaining Contingency		\$24,789,630.30
		\$34,927,790.07
		\$10,138,159.77
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
CCO Total Approved Contingency Remaining Contingency		\$1,716,074.61
		\$2,912,039.00
		\$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
CCO Total Approved Contingency Remaining Contingency		\$144,643.40
		\$1,451,300.00
		\$1,306,656.60
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
176	Additional Haven Avenue express lane sign modifications.	\$17,214.59
CCO Total Approved Contingency Remaining Contingency		\$17,117,174.20
		\$51,369,000.00
		\$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
8	Data Retention Extension.	\$89,873.00
9	Revised contract language for Third Party Communications utility coordination and cost provision.	\$0.00
9.1	Revised budget for Third Party Communications utility coordination and cost provision.	\$54,000.00
10	Construction Zone Enhanced Enforcement Program cost update.	\$0.00
11	Key Performance Indicator update.	\$0.00
12	Video Detection System Turnover.	\$0.00
13	Impact of Lane Security Paving Joint Venture delay between July 3, 2023 and December 21, 2023.	\$1,112,577.70
14	Toll cabinet restoration on Toll Pad 3.	\$70,000.00
15	Term updates for Performance Liquidated Damages and Performance Stipulated Damages.	\$0.00
16	Addition of Toll Service Provider toll zone lighting maintenance.	\$150,000.00
17	Remove Toll Service Provider contract proposal commitment No. 20.	\$0.00
18	Addition of Disabled Veteran and Low-Income trip transaction processing and categories for exempt tags and license plates.	\$97,104.00
19	Revisions to Control Document Image Application Programming Interface ownership.	\$15,840.00
20	Impact on Lane Security Paving Joint Venture delay between January 1, 2024, and June 30, 2024.	\$1,145,955.06
21	Toll Collection System electrical and communications network maintenance.	\$500,000.00
22	Software enhancements No. 1.	\$27,600.00
24	Lumen passthrough costs.	\$274,000.00
25	Application Programming Interface transition.	\$161,468.00
15001	I-15 Indemnified Parties language addition.	\$0.00
15002	I-15 Express Lanes revised Annex B-3 Project Milestones.	\$0.00
CCO Total		\$3,965,315.76
Approved Contingency		\$5,896,500.00
Remaining Contingency		\$1,931,184.24

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	\$1,032,722.17
		\$3,731,253.00
		\$2,698,530.83
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	\$869,302.95
		\$2,498,958.60
		\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
37	Additional bridge lighting.	\$106,000.00
	CCO Total Approved Contingency Remaining Contingency	\$17,387,292.33
		\$29,230,000.00
		\$11,842,707.67
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	\$1,211,725.45
		\$1,500,590.00
		\$288,864.55
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total Approved Contingency Remaining Contingency	\$727,529.33
		\$1,338,886.33
		\$611,357.00
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
4	6th Street access road modifications and right of entry.	\$131,074.18
9	Differing site condition Campus Avenue traffic signal foundations.	\$24,378.09
10	Striping changes.	\$5,143.90
11	Pacific Electric Trail hedge removal survey standby time package.	(\$76,277.02)
13	City of Fontana loops and detector lead-in cables package.	\$5,467.16
	CCO Total Approved Contingency	\$182,223.21
	Remaining Contingency	\$900,661.70
		\$718,438.49
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
10,1	Resolution of deferred time.	\$0.00
13,1	Bid item price adjustments for deletion of soil nail wall 747.	\$122,493.00
14,1	Resolution of deferred time.	\$0.00
24,1	Resolution of deferred time.	\$0.00
26,1	Resolution of deferred time.	\$0.00
	CCO Total Approved Contingency Remaining Contingency	(\$147,781.30)
		\$8,098,400.00
		\$8,246,181.30

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

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** August 14, 2025

***Subject:***

Progress Briefing Report through June 2025

***Recommendation:***

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

***Background:***

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

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

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

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

**2. Mount Vernon Avenue Viaduct**

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

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

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

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

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

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

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

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

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Approved  
Board of Directors Metro Valley Study Session  
Date: August 14, 2025

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** August 14, 2025

***Subject:***

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

***Recommendation:***

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

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

***Background:***

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project) holds position number eight on the Measure I Valley Freeway Interchange Program priority list. As directed by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board), project development has commenced on all interchange projects in the top 10 of the list.

In January 2023, the Board approved Cooperative Agreement No. 23-1002893 with the California Department of Transportation (Caltrans) to define the roles and responsibilities for the construction phase.

In September 2024, the Board approved Amendment No. 1 to Cooperative Agreement No. 23-1002893 with Caltrans to include Landscape Maintenance language and adjust the Department Furnished Materials to \$1,050,000.

As the project approaches final design approval, the purpose of the proposed amendment is to update the Project cost based on the most current engineer's estimate.

Staff recommends approval of Amendment No. 2 to Cooperative Agreement No. 23-1002893 with Caltrans to update the Project construction cost and to increase the amount to be paid to Caltrans for Department Furnished Materials from \$1,050,000 to \$1,391,000.

***Financial Impact:***

This item is consistent with the adopted Budget for Fiscal Year 2025/2026 under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt Vernon Avenue Improvement Project, and funded by Measure I and Local Developer Impact Fees in Program 40, Project Delivery.

***Reviewed By:***

This item 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 amendment.

***Responsible Staff:***

Juan Lizarde, Project Manager

*Entity: San Bernardino County Transportation Authority*



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## General Contract Information

Contract No: 23-1002893 Amendment No.: 2Contract Class: Payable Department: Project DeliveryVendor No.: 00450 Vendor Name: California Department of TransportationDescription: I-10 MT VERNON AVENUE CONSTRUCTION COOPERATIVE AGREEMENT

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

Dollar Amount							
Original Contract		\$	751,000.00	Original Contingency		\$	-
Prior Amendments		\$	299,000.00	Prior Amendments		\$	-
Current Amendment		\$	341,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,391,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,391,000.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 9/3/2025 Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? N/A No Budget Adjustment \_\_\_\_\_  
 Local \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date:	<u>12/7/2022</u>	Expiration Date:	<u>12/31/2039</u>	Revised Expiration Date:	_____						
NHS:	<u>Yes</u>	QMP/QAP:	<u>N/A</u>	Prevailing Wage:	<u>N/A</u>						
				Total Contract Funding:	Total Contingency:						
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	1,391,000.00	\$	-
GL	6010	40	0830	0898	53701	42407009	650	CITY DIF	70,941.00	-	-
GL	4120	40	0830	0898	53701	41100000	650	MSI	1,320,059.00	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-
GL									-	-	-

Juan Lizarde

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002893-02 CSS (11582 : I-10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Agreement No. 23-

08-SBD-010-R22.7/R24.3  
 EA 1G800  
 Project ID 0816000102  
 Agreement 08-1764 A2  
 SBCTA Agreement 23-1002893-02

## **AMENDMENT NO. 2 TO AGREEMENT 08-1764**

This Amendment No. 2 (AMENDMENT) to Agreement 08-1764 (AGREEMENT), executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity, referred to hereinafter as SBCTA.

### **RECITALS**

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into Agreement No. 1764 on May 26, 2023 (AGREEMENT), defining the terms and conditions to replace Mount Vernon Avenue overcrossing (Bridge No. 54-0459) on Interstate 10 between 9th Street undercrossing and route 10/215 separation in the City of Colton (referred to as PROJECT).
2. PARTIES entered into Amendment No. 1 to AGREEMENT on September 26, 2024, to decrease Construction Support, increase Construction Capital and to define the roles and responsibilities for landscape maintenance.
3. The AGREEMENT established \$7,950,000 for Construction Support and \$75,350,000 for Construction Capital
4. PARTIES now seek to increase Construction Support to \$8,064,000 and increase Construction Capital to \$83,487,000.

### **IT IS THEREFORE MUTUALLY AGREED:**

1. A revised FUNDING SUMMARY NO. 3 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 3 attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

08-SBD-010-R22.7/R24.3

EA 1G800

Project ID 0816000102

Agreement 08-1764 A2

SBCTA Agreement 23-1002893-02

**SIGNATURES**

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDNO COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Catalino A. Pining III  
District 8 Director

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

VERIFIED OF FUNDS & AUTHORITY:

**APPROVED AS TO FORM**

\_\_\_\_\_  
Karem Evans  
District 8 Budget Manager (Acting)

\_\_\_\_\_  
Iain MacMillan  
Assistant General Counsel

\_\_\_\_\_  
Attorney  
Department of Transportation

CERTIFIED AS TO FINANCIAL  
TERMS & POLICIES:

\_\_\_\_\_  
HQ Accounting Supervisor

08-SBD-010-R22.7/R24.3

EA 1G800

Project ID 0816000102

Agreement 08-1764 A2

SBCTA Agreement 23-1002893-02

**FUNDING SUMMARY NO. 03**

<b><u>FUNDING TABLE</u></b> <span style="float: right;">v. 2</span>					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
LOCAL	SBCTA	Local	8,064,000	83,487,000	91,551,000
Totals			8,064,000	83,487,000	91,551,000

<b><u>SPENDING SUMMARY</u></b> <span style="float: right;">v 22</span>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	DFM CALTRANS	
Local	0	8,064,000	82,096,000	1,391,000	91,551,000
<b>Totals</b>	0	8,064,000	82,096,000	1,391,000	91,551,000

## ***Minute Action***

AGENDA ITEM: 6

***Date:*** August 14, 2025

***Subject:***

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

***Recommendation:***

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

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

***Background:***

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

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

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

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

*Entity: San Bernardino County Transportation Authority*



Board of Directors Metro Valley Study Session Agenda Item

August 14, 2025

Page 2

***Financial Impact:***

Highland/Redlands Regional Gap Connector Project is included in the adopted budget for Fiscal Year 2025/2026 and will be funded with Measure I Valley Major Streets - Arterial funds and Local funds.

***Reviewed By:***

This item 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:***

Jeffery Hill, Assistant Project Delivery Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: August 14, 2025

Witnessed By:

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San Bernardino County Transportation Authority

## ATTACHMENT A – SCOPE OF WORK

### INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
  - 1. Pre-construction Services
  - 2. Bid Process
  - 3. Project Administration
  - 4. Construction Coordination
  - 5. Construction Inspection
  - 6. Project Support
  - 7. Cost and Schedule
  - 8. Change Orders and Claims
  - 9. Safety
  - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

#### A. DESCRIPTION OF SERVICES

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

#### **Highland/Redlands Gap Connector Project**

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

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

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

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

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

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

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

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

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

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

## B. PERFORMANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

procedures, manuals, and standards.

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

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

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

CONSULTANT personnel will:

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

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

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-construction Services

#### a. Schedule

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

#### b. Budget

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

#### c. Constructability Review

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

#### d. Utility relocation assistance

### 2. Bid Process



a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

- 1) Review of bid for completeness and responsiveness.
- 2) Perform bid analysis.
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but is not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings,

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

- f. CONSULTANT shall establish and maintain a filing system in hard copies files (for existing hard copies, electronic files do not need to be printed) and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Laserfiche WebAccess Site.
  - g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
  - h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
  - i. CONSULTANT shall review and ensure compliance with environmental requirements.
  - j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
  - k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
  - l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
  - m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
  - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
  - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable
4. Construction Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and Structures Representative to effectively manage the Project.

- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
  - c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.
  - d. CONSULTANT shall coordinate utility relocations with utility companies and their designee(s), as well as the utility inspector.
  - e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
  - f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
  - g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.
  - h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
  - i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
  - j. CONSULTANT shall review and approve falsework and shoring plans.
  - k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
  - l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project.

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

- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (Cal-OSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
  - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
  - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction

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

- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

## 6. Project Support

### a. Construction Surveys

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

#### 1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
  - i. Utility relocations
  - ii. Clearing limits
  - iii. Slope staking

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

f) Monitor for settlement, if required.

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

## 2) Grid Grades

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

## 3) Open Ended Traverses and Profile Data Sheets

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

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

## 4) Three Line Profiles

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

## 5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs

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

- d) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- e) Final monumentation, which includes setting of centerline points of control upon completion of construction.

#### 6) Special Design – Data Surveys

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

#### 7) Control Survey

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

#### 8) Topographic Surveys

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

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

#### b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing are to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

#### c. Public Outreach

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

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



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

- b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project may include, but are not limited to:
  - i. LOCAL AGENCY
  - ii. SBCTA Board
  - iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers, if applicable
  - viii. Trucking Industry, if applicable
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a City Council Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- e) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT may be asked to support SBCTA Public Outreach with informational and logistical needs as requested.
- f) Near the completion of the construction Project, SBCTA may coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- g) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
  - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences

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

- ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
- iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
- iv. Emergency notices – when needed.
- v. Develop web content for project tab on SBCTA website. This page should include the same elements as the fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting it to webmaster.
- 1) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Office of Legislative and Public Affairs before agreeing to appear.
- 2) All media inquiries shall be directed to the SBCTA Office of Legislative and Public Affairs.

d. Permits

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

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
  - 1) Contract pay item quantities and payments
  - 2) Contract change orders
  - 3) Supplemental work items
  - 4) Agency furnished materials
  - 5) Contingency balance
  - 6) Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule by keeping their own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office

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

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to the design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:
  - 1) Agreed Price
  - 2) Adjustment in compensation to a bid item
  - 3) Time and materials or Force Account

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

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including but not limited to pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify the completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Weekly update of all files to SBCTA Laserfiche WebAccess.
- 4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
- 6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
- 8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

9. American For Disabilities Act certification of project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.
  - d. When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

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

- 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography
  - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method(s) used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method(s) as follows:
- 1) Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
  - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric

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

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of CONSULTANT's Cost Proposal and are part of the CONSULTANT's overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to ensure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
  - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time-effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
  - a. Survey vehicles:  
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the



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

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- 1) Performing survey and staking calculations from the design plans and specifications
- 2) Reduce survey data collected with conventional and total station survey systems
- 3) Perform network adjustments for horizontal and vertical control surveys
- 4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

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

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

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

h. Leveling instruments and equipment:

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

i. Distance measuring instruments and equipment:

- 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- 2) Prisms, sufficient to perform the required work.
- 3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- 2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed



to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

## H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Construction Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA in advance.

## I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

## J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange/yellow vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including working on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT's surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager
  - a. A minimum of six (6) years' project management experience on similar construction projects is desired.
  - b. Accessible to SBCTA at all times during normal working hours.
  - c. A thorough understanding of Caltrans construction practices and procedures.
  - d. A thorough understanding of Cal-OSHA practices and procedures.
  - e. The Project Manager will assume the following functional responsibilities:
    - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
    - 2) Assign personnel to projects on an as-needed basis.
    - 3) Administer personal leave.
    - 4) Prepare monthly reports for delivery to SBCTA.
2. Resident Engineer

- a. A minimum of four (4) years' resident engineer experience on similar construction projects is desired.
  - b. Licensed Professional Civil Engineer in the State of California.
  - c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
  - d. Accessible to SBCTA at all times including weekends and holidays.
  - e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
  - f. A thorough understanding of Cal-OSHA practices and procedures.
  - g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
  - h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
    - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
    - 2) Assign field personnel to specific project tasks.
    - 3) Monitor and track Contractor progress.
    - 4) Prepare daily, weekly and monthly reports as required.
    - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
    - 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.
3. Assistant Resident Engineer
- a. A minimum of four (4) years' experience on similar construction projects is desired.
  - b. Licensed Professional Civil Engineer in the State of California.
  - c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
  - d. Accessible to SBCTA at all times including weekends and holidays.
  - e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
  - f. A thorough understanding of Cal-OSHA practices and procedures.
  - g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
  - h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the

Resident Engineer and will assume the following functional responsibilities:

- 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
- 2) Assign field personnel to specific project tasks.
- 3) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works on similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
  - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works on similar projects

or a four-year degree in the field of civil transportation engineering is desired.

- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
  - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Perform construction materials sampling.
  - 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including



concrete.

- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
  - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
  - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
  - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
  - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural



Inspector will assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
  - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
  - 2) Prepare and process contract change orders.
  - 3) Monitor construction budget and schedule.
  - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
  - 5) Perform routine calculations and checking of quantities.
  - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum of four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
- 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
  - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.
  - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
  - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
  - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

#### 10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:
  - 1) CONSTRUCTION TECHNICIAN I
    - a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
      - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

- ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
  - i. Knowledge of tools, equipment and vehicles utilized in construction.
  - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
  - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
  - iv. Knowledge of record keeping, preparing documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
  - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
  - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
  - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
  - iv. Confers with construction engineers and contractors regarding construction in progress and conformance to specifications and construction plans.
  - v. Answers questions and resolves problems.
  - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
  - vii. Keeps a daily diary of work progress.
  - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
  - ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
  - i. All knowledge and skills required of lower classification.
  - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
  - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
  - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
  - ii. Perform a variety of structural material tests and inspections.
  - iii. Reviews construction plans and verifies that these are in accordance with designated specifications and other requirements.
  - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
  - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
  - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
  - vii. Recommends approval of proposed Project changes.
- b) Knowledge and Skills Required
  - i. All knowledge and skills required of lower classifications.
  - ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
  - iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
  - iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
  - v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum of four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
  - 1) Review, monitor, train, and provide general direction for

- CONSULTANT survey personnel.
- 2) Assign personnel to projects on an as-needed basis.
- 3) Administer personal leave, subject to approval of the Resident Engineer.
- 4) Prepare monthly reports for delivery to the Resident Engineer.

## 12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
  - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:
  - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
  - 1) Perform construction staking services for Project construction.
  - 2) Administer day to day activities for the survey party.
  - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
  - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

## 13. Survey Crews

- a. Qualifications for survey crew members should include the following:
  - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.

- 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
  - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
  - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

DRAFT

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** August 14, 2025

***Subject:***

Software Source Code Escrow Agreement for Toll System - Contract No. 26-1003353

***Recommendation:***

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

- A. Approve Contract No. 26-1003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, for a not-to-exceed amount of \$255,745.00.
- B. Waive the five-year contract term set forth in Contract and Procurement Policy No. 11000, IV.B.4, for Contract No. 26-003353 for Source Code Escrow Agreement with NCC Group Escrow Associates, LLC, and TransCore, LP, which has no defined term, to accommodate the life of the current toll system.

***Background:***

On June 6, 2018, the San Bernardino County Transportation Authority (SBCTA) entered into Agreement No. 17-1001617 with TransCore, LP (TransCore) for the I-10 Corridor Contract 1 Project –Toll Services, designating TransCore as the Toll Service Provider (TSP).

Under the terms of the agreement, it was recognized that the TSP or its software suppliers may not be willing to provide SBCTA with direct access to the Software Source Code for their Pre-Existing Software, which could cause problems for SBCTA if something were to prevent TransCore from continuing to provide the toll services. To address this, the contract includes provisions for securing SBCTA's access to the source code through a designated escrow arrangement. Specifically, Section 28.13.2 requires that upon approval to commence Onsite First Testing (OFIT), the TSP shall deposit all applicable Software Source Code for Pre-Existing Software into an escrow account, designated by the TSP and approved by SBCTA.

Establishing a software escrow ensures that in the event TransCore defaults or is otherwise unable to perform under the contract, SBCTA will still have the ability to access and assume ownership of the toll collection system software, safeguarding operational continuity and system integrity.

Given that the toll services Contract with TransCore includes multiple options and phases, such as the I-15 Corridor Contract 1 and I-10 Corridor Contract 2 implementations, operations, and maintenance, the escrow agreement must remain in effect until a future toll collection system is deployed, which is anticipated to occur beyond the year 2035. However, the deployment date of the future system cannot be known with certainty at this time, and Contract No. 26-1003353 does not include a defined termination date. As such, staff is requesting the Board of Directors waive the standard five-year contract term set forth in SBCTA's Policy No. 11000 for the software escrow agreement.

*Entity: San Bernardino County Transportation Authority*



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The cost of the escrow service for the first ten years is budgeted to not exceed \$255,745.00, and will be paid by SBCTA with toll revenue. The costs include initial verification of software functionality and deposit of subsequent software updates.

***Financial Impact:***

The Project is included in the adopted budget for Fiscal Year 2025/2026 and funded with Toll Revenue funds under Task 0750 Express Lanes Operations, in Program 70.

***Reviewed By:***

This item 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 agreement.

***Responsible Staff:***

Jillian Peterson, Management Analyst II

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Approved  
Board of Directors Metro Valley Study Session  
Date: August 14, 2025

Witnessed By:



## SOURCE CODE ESCROW AGREEMENT

Contract Number 26-1003353

This Source Code Escrow Agreement ("Agreement") is effective \_\_\_\_\_, 2025 among NCC Group Escrow Associates, LLC, a Delaware limited liability company ("Code Escrow Agent" or "NCC Group"), TransCore, LP, a Delaware limited partnership ("Depositor"), and the San Bernardino County Transportation Authority, a public entity of the State of California ("SBCTA"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and SBCTA have entered or will enter into a Toll Services Contract (the "Contract").

B. Under the Contract, Depositor has granted SBCTA licenses to use certain software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as the same occur, but at a minimum with each monthly invoice for the periods and durations required in the Contract.

C. Depositor has agreed in the Contract to deposit into escrow with Code Escrow Agent the Software Source Code and related documentation of Software required to be delivered as part of the Toll Services and during any period required by the Contract, if any, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software, as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the Software Source Code to SBCTA is critical to SBCTA's business and, therefore, SBCTA needs access to the Software Source Code under certain limited circumstances.

F. Depositor and SBCTA desire to establish an escrow with Code Escrow Agent to provide for the retention, administration and controlled access of the Software Source Code.

G. Code Escrow Agent has consented to act as Code Escrow Agent and to receive and hold the current version and any future versions of the Software Source Code.

H. The Parties desire this Agreement to be supplementary to the Contract pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and SBCTA hereby engage Code Escrow Agent to serve as Code Escrow Agent for the Software Source Code, Code Escrow Agent hereby accepts such engagement, and the Parties hereby agree to the establishment and administration of an escrow for the Software Source Code, on the following terms and conditions.

## SOURCE CODE ESCROW AGREEMENT

### SECTION 1. DEPOSITS

#### 1.1. Obligation to Make Deposits.

- (a) Immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Software Source Code (with the exception of the COTS Software that is listed in Appendix E) to be used in connection with the Toll Services with Code Escrow Agent.
- (b) Based on invoices for Payment Milestones, Depositor shall deposit the then current version of the Pre-Existing Software Source Code reflecting modifications and enhancements to such Pre-Existing Software Source Code under development by Depositor with the Code Escrow Agent. Depositor shall be required to submit an updated Software Source Code document reflecting the then current version of the Pre - Existing Software Source Code with each invoice.
- (c) Not later than the date a Notice of TCS Acceptance is issued by SBCTA, Depositor shall deposit with Code Escrow Agent the then current approved and accepted version of the Software Source Code that has been developed for Toll Services.
- (d) If during any calendar month after the date a Notice of TCS Acceptance is issued by SBCTA, Depositor completes and installs in or for the Toll Services any modification, addition, enhancement, update, revision, upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Code Escrow Agent, within 30 days after the end of such calendar month, each such modification, addition, enhancement, update, revision, upgrade and correction, and a modified Appendix D identifying the same. Similarly, if Depositor identifies any additional Software Source Code to be deposited pursuant to Section 28.13 of the Contract, it shall deposit with Code Escrow Agent such additional Software Source Code and a modified Appendix D identifying the same within 30 days following the end of the calendar quarter in which such identification is made. All references in this Agreement to Software Source Code shall include the initially deposited materials and any materials subsequently deposited in accordance with this Section 1.1(d).
- (e) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Appendix D and Depositor shall sign each modified Appendix D. Code Escrow Agent shall create an independent record which documents the activity for Appendix D and each modified Appendix D. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below. NCC Group shall have no obligation to either Party with respect to the preparation, accuracy, execution, signing, delivery or validity of Appendix D.

(f) Notwithstanding any other provision of this Agreement, Depositor shall have no obligation to deposit with the Code Escrow Agent any Software Source Code for Off-the-Shelf Software.

1.2. Identification of Tangible Media. Prior to each delivery of the Software Source Code to Code Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Software Source Code are written or stored. Additionally, with each delivery Depositor shall complete Appendix D to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Software Source Code (whether Depositor or a Software Supplier). Depositor shall sign each Appendix D and deliver it to Code Escrow Agent with the Software Source Code. Such signature shall constitute Depositor's representation and warranty that Appendix D is true, accurate and complete. Unless and until Depositor makes the initial deposit with Code Escrow Agent, Code Escrow Agent shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Code Escrow Agent receives Software Source Code and Appendix D, Code Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Appendix D or modified Appendix D. If NCC Group determines that the Software Source Code does not match the description provided by Depositor represented in Appendix D, NCC Group will notify Depositor of such discrepancy. In addition to the deposit inspection, SBCTA may elect to cause a verification of the Software Source Code at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Upon completion of each deposit inspection, if Code Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Appendix D, Code Escrow Agent shall date and sign Appendix D and mail a copy thereof to Depositor and SBCTA. Code Escrow Agent's acceptance of the deposit occurs upon the signing of Appendix D by Code Escrow Agent. NCC Group will provide notice to the SBCTA of all Software Source Code that is accepted and deposited into the escrow account under this Agreement. Either Depositor or SBCTA may obtain information regarding deposits or deposit updates upon request or through the NCC Group Website. OTHER THAN NCC GROUP'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, NCC GROUP SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.5. Depositor's Representations. Depositor represents and warrants to SBCTA as follows:

(a) Depositor lawfully possesses all of the Software Source Code deposited with Code Escrow Agent;

(b) With respect to all of the Software Source Code and any materials provided solely for verification, pursuant to Section 1.6 of the Agreement ("Test Materials"), Depositor has the right and authority to grant to Code Escrow Agent and SBCTA the rights as provided in this Agreement, provided further that NCC Group's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.6 of this Agreement, is lawful and does not violate the rights of any third parties;

(c) The Software Source Code are not subject to any lien or other encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit,

limit, or alter the rights and obligations of NCC Group under this Agreement;

(d) The Software Source Code consist of the proprietary technology and other materials identified either in the Contract or Appendix D, as applicable; and

(e) The Software Source Code are readable and useable in their current form or, if any portion of the Software Source Code is encrypted, the decryption tools and decryption keys have also been deposited.

#### 1.6. Verification.

(a) SBCTA may, at SBCTA's expense, cause a verification of any Software Source Code. SBCTA shall notify Depositor and Code Escrow Agent of SBCTA's request for verification. SBCTA may enter into a separate proposal agreement ("Statement of Work") pursuant to which NCC Group will agree, upon certain terms and conditions, to inspect the Software Source Code consistent with one or several of the levels of verification described in the attached Appendix C. Depositor consents to NCC Group's performance of any level(s) of verification described in the attached Appendix C. Upon request by NCC Group and in support of SBCTA's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with NCC Group by providing reasonable access to its technical personnel whenever reasonably necessary.

(b) The Parties consent to NCC Group's use of a subcontractor to perform verification Services provided the Parties are signatories to a SOW for the verification Services. Such subcontractor shall be bound by the same confidentiality obligations as NCC Group and shall not be a direct competitor to either Depositor or SBCTA. NCC Group shall be responsible for the delivery of Services of any such subcontractor as if NCC Group had performed the Services. Depositor warrants and SBCTA warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for NCC Group to perform verification of the Deposit Material.

(c) NCC Group will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or SOW. NCC Group and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; NCC Group responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and NCC Group with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), NCC Group shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Appendix C, the Depositor shall be a necessary Party to the SOW governing the Services.



(d) Removal of Software Source Code. The Software Source Code may be removed and/or exchanged only on written instructions signed by both the Depositor and SBCTA, or as otherwise provided in this Agreement.

## SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Code Escrow Agent shall maintain the Software Source Code in a secure, climate-controlled facility containing, at a minimum, the following: (a) certified fire suppression system; (b) controlled humidity and temperature levels; (c) air filtration system; (d) vault and building monitored by 24-hour surveillance and security systems; and (e) restricted access throughout the vault to NCC Group authorized personnel. Code Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Source Code. Except as provided in this Agreement, Code Escrow Agent shall not disclose, transfer, make available or use the Software Source Code. NCC Group's independent contractors shall be subject to appropriate confidentiality restrictions with NCC Group. Code Escrow Agent shall not disclose the content of this Agreement to any third party. If Code Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Software Source Code, Code Escrow Agent shall promptly notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or SBCTA to challenge any such order; provided, however, that Code Escrow Agent does not waive its rights to present its position with respect to any such order. Code Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Audit Rights. Upon not less than ten (10) business days' advance written notification by Depositor or SBCTA and no more frequently than once a year, NCC Group agrees that Depositor or SBCTA shall have the right, at its cost and expense, to inspect NCC Group's books and records which provide substantiation of the performance of services by NCC Group to Depositor or SBCTA relating to charges which are set forth in invoices issued by NCC Group to Depositor or SBCTA. Notwithstanding the above, if Depositor's or SBCTA's request for audit occurs during NCC Group's quarter or year end, or such other time during which NCC Group cannot reasonably accommodate such request, the Parties shall mutually agree on an extension to the ten business days' advance written notification. Nothing contained herein will allow Depositor or SBCTA to review data pertaining to other NCC Group customers or proprietary information related to NCC Group's security programs. If Depositor or SBCTA elects to have its authorized representative perform such inspection, the authorized representative, excluding any federal or state agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to NCC Group. NCC Group reserves the right to refuse access to any person who is or represents a competitor of NCC Group. While Depositor or SBCTA and/or its authorized representatives are on NCC Group premises, they must comply with the NCC Group safety and security policies.

## SECTION 3. TITLE TO MEDIA

3.1 Title to Media. Title to the media, materials and documents upon which the Software Source Code is written or stored is vested in SBCTA pursuant to Section 28.9 of the Contract but is subject to the provisions of this Agreement on access to and release of such media, materials and documents.

3.2 Disclaimer. Depositor and Code Escrow Agent hereby disclaim and relinquish any title to or ownership of the media, materials and documents upon which the Software Source Code is written or stored. In addition, Code Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Code Escrow Agent under this Agreement.



## SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Agreement, “Release Condition” shall mean any of the following:

- (a) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 7 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Depositor, or by or against any Software Supplier as to deposited Software Source Code it owns (other than bankruptcy proceedings instituted by Depositor or any such Software Supplier against third parties), and, if instituted against Depositor or any such Software Supplier, are allowed against Depositor or any such Software Supplier or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution;
- (b) A custodian, trustee or receiver is appointed for Depositor or any such Software Supplier or any substantial part of its assets;
- (c) Depositor or any such Software Supplier makes or attempts to make an assignment for the benefit of creditors;
- (d) Depositor or any such Software Supplier generally fails to pay its debts when they are due or admits of its inability to pay its debts;
- (e) Depositor or any such Software Supplier fails to provide necessary and commercially feasible updates and maintenance releases, or otherwise is in material breach of its software development and support obligations under the Contract;
- (f) The Contract is terminated in whole pursuant to its terms because of an “Event of Default”;
- (g) Depositor or any such Software Supplier ceases to do business in the ordinary course or is unwilling or unable to perform its obligations under the Contract;
- (h) Depositor does not continue to provide updates and maintenance releases, or otherwise breaches its software maintenance and support obligations under the Software Maintenance Option during the Software Maintenance Option Period; or
- (i) The Expiry Date.

4.2. Filing For Release. If SBCTA believes in good faith that a Release Condition has occurred, SBCTA may provide to Code Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the Software Source Code. To the extent that the Software Source Code is subject to applicable U.S. export control regulations and laws, including ITAR, the SBCTA Work Request to release the Software Source Code must include SBCTA’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. NCC Group will send a written notice of this SBCTA Work Request within five (5) business days to the Depositor’s Authorized Person

4.3. Contrary Instructions. From the date Code Escrow Agent mails the Notice requesting release of the Software Source Code, Depositor shall have ten days to deliver to Code Escrow

Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that a Release Condition has not occurred or has been cured. Promptly upon receipt of Contrary Instructions within such ten-day period, Code Escrow Agent shall send a copy to SBCTA by commercial express mail. Additionally, Code Escrow Agent shall provide Notice to Depositor and SBCTA that there is a dispute to be resolved pursuant to Section 7.3 of this Agreement. Subject to Section 5.2 of this Agreement, Code Escrow Agent shall continue to store the Software Source Code without release pending (i) instructions from Depositor and SBCTA; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten-day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Code Escrow Agent.

#### 4.4. Release of Deposit.

(a) If Code Escrow Agent does not receive Contrary Instructions from the Depositor within such ten-day period, Code Escrow Agent is authorized to, and shall, promptly release the Software Source Code to SBCTA. NCC Group is entitled to receive any undisputed, unpaid Service Fees due NCC Group from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees. This Agreement shall terminate upon the release of all the Software Source Code held by Code Escrow Agent.

(b) Code Escrow Agent shall promptly release all of the Software Source Code upon receipt of Notice signed by both Depositor and SBCTA.

(c) Code Escrow Agent shall also release the Software Source Code to SBCTA as ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3. If SBCTA provides to Code Escrow Agent a written opinion of counsel for SBCTA to the effect that such award, judgment or resolution is final and not appealable, Code Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the Software Source Code in accordance with this Section 4, SBCTA shall have the right and license to use the released Source Code as provided in the Contract. SBCTA shall be obligated to maintain the confidentiality of the released Software Source Code as provided in the Contract.

## SECTION 5. TERM AND TERMINATION

5.1. Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless: (a) Depositor and SBCTA jointly instruct Code Escrow Agent in writing that the Agreement is terminated; or (b) Code Escrow Agent provides Notice to Depositor and SBCTA that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Software Source Code are subject to another escrow agreement with Code Escrow Agent, Code Escrow Agent reserves the right, after the initial one-year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Code Escrow Agent are not paid when due, Code Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Code Escrow Agent to cure the default. If the past due

payment is not received in full by Code Escrow Agent within one month of the date of such Notice, then Code Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending Notice of termination to all Parties. Code Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Code Escrow Agent remains unpaid and delinquent (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 2.1).

5.3. Termination by Resignation. Code Escrow Agent may terminate this Agreement, for any reason, by providing Depositor and SBCTA with 180-days' Notice of its intent to terminate this Agreement. Within the 180-day period, the Depositor and SBCTA shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Code Escrow Agent under this Agreement and shall provide Code Escrow Agent with Notice including instructions authorizing Code Escrow Agent to forward the Software Source Code to another escrow company and/or agent or other designated recipient ("Successor Escrow Agent"). If reasonable attempts to forward the Software Source Code to a Successor Escrow Agent are unsuccessful, NCC Group shall return the Software Source Code to Depositor. In the absence of joint written instructions authorizing the transferal of the Software Source Code to a Successor Escrow Agent, NCC Group shall return the Software Source Code to the Depositor. If reasonable attempts to return the Software Source Code to Depositor are unsuccessful, NCC Group shall destroy the Software Source Code.

5.4. Disposition of Source Code Upon Termination. Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, NCC Group shall return physical Software Source Code to the Depositor and erase electronically submitted Software Source Code. If reasonable attempts to return the physical Software Source Code to Depositor are unsuccessful, NCC Group shall destroy the Software Source Code.

5.5. Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);
- (b) The obligations of confidentiality with respect to the Software Source Code set forth in Section 2.1;
- (c) The rights granted in the section entitled Right to Use Following Release (4.5), if a release of the Software Source Code has occurred prior to termination;
- (d) The obligation to pay Code Escrow Agent any fees and expenses due;
- (e) The obligations of Code Escrow Agent under Section 5;
- (f) The provisions of Section 7;
- (g) The provisions of Section 8;
- (h) Any provisions in this Agreement which specifically state they survive the termination of this Agreement or any Exhibit attached to this Agreement.

## **SECTION 6. CODE ESCROW AGENT'S FEES**

SBCTA shall be responsible for payment and will be designated in the Paying Party Billing Contact

Table (“**Paying Party**”). SBCTA shall pay to NCC Group all fees as set forth in the Work Request (“**Service Fees**”). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. NCC Group may update Service Fees with a one-hundred-twenty (120) calendar day written notice to the Paying Party during the Term of this Agreement (as defined in Section 5.1). The Paying Party is liable for any taxes (other than NCC Group income taxes) related to Services purchased under this Agreement or shall present to NCC Group an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by NCC Group when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Software Source Code under the License Agreement or this Agreement, NCC Group is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

## SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. With respect to release of Software Source Code or its destruction, Code Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Code Escrow Agent to be genuine. Code Escrow Agent may assume that any employee of a Party to this Agreement who gives any Notice, request, or instruction has the authority to do so. Code Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Code Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Code Escrow Agent.

7.2. Indemnification. Depositor and SBCTA each agree to indemnify, defend and hold harmless Code Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the gross negligence or willful misconduct of Code Escrow Agent.

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold NCC Group fully harmless against any claim or action asserted against NCC Group (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that NCC Group’s administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When NCC Group has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of NCC Group without NCC Group’s prior written consent, which consent shall not be unreasonably delayed or withheld. NCC Group shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

7.3. Interpleader Any suit in interpleader brought by Code Escrow Agent regarding the interpretation of this Agreement, or the rights and obligations with respect to the Software Source Code in escrow or the propriety of any action contemplated by NCC Group hereunder shall not be by arbitration and may be brought by Code Escrow Agent in any court having jurisdiction as set forth in section 7.4 below.

7.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to conflict of law principles. Except as set forth in Section 7.3, the Parties agree and consent to the exclusive jurisdiction of the courts of the State

of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which the Parties agree and consent to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in San Bernardino County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Code Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Code Escrow Agent at least three Business Days' prior Notice of the hearing; and
- (b) Include in any such order that, as a precondition to NCC Group's obligation, NCC Group be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- (c) Ensure that Code Escrow Agent not be required to deliver the original (as opposed to a copy) of the Software Source Code if Code Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Agreement.

7.6. Limitation of Liability. EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7.2, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO \$250,000 (USD).

7.7. Consequential Damages Waiver. IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

7.8. Warranties. NCC GROUP WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY NCC GROUP PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.



## SECTION 8. GENERAL PROVISIONS

8.1. Code Escrow Agent Representation. Code Escrow Agent represents and warrants to SBCTA and Depositor that (a) to the best knowledge of Code Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to SBCTA and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Code Escrow Agent will promptly disclose it in writing to SBCTA and Depositor.

8.2. Entire Agreement. This Agreement (including all Appendices to this Agreement) contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter. Code Escrow Agent is not a party to the Contract between Depositor and SBCTA and has no knowledge of any of the terms and provisions of the Contract. Code Escrow Agent's only obligations to Depositor or SBCTA are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties, except that Appendix D need not be signed by SBCTA.

8.3. Authorized Person(s). Depositor and SBCTA must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the NCC Group escrow account through the NCC Group website or written instruction. Depositor and SBCTA warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing NCC Group with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).

8.4. Notices. NCC Group shall have the right to rely on the last known address provided by each of the Depositor and SBCTA for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Section 4 (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.

8.5. Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed null and void and shall be deemed deleted from this Agreement.

8.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the

successors and assigns of the Parties. However, Code Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Depositor and SBCTA which consent shall not be unreasonably withheld or delayed, except that NCC Group may assign this Agreement without consent to an entity controlling, controlled by, or under common control with NCC Group. Code Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or SBCTA unless Code Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.7. No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.

8.8. Regulations. Depositor and SBCTA are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Software Source Code may be delivered in accordance with the provisions of this Agreement.

8.9. Liability. No member, officer, or employee of SBCTA, Depositor or Code Escrow Agent shall be liable personally hereunder or by reason hereof.

8.10. Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

8.11. Right to Make Copies. NCC Group shall have the right to make copies of the Software Source Code as reasonably necessary to perform this Agreement. NCC Group shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Software Source Code onto any copies made by NCC Group. With all Software Source Code submitted to NCC Group, Depositor shall provide any and all instructions as may be necessary to duplicate the Software Source Code, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by NCC Group as a result of a request to copy will be borne by the Party requesting the copies. Alternatively, NCC Group may notify Depositor requiring its reasonable cooperation in promptly copying the Software Source Code in order for NCC Group to perform this Agreement.

8.12. Attorney's Fees. Any costs and fees incurred by NCC Group in the performance of obligations imposed upon NCC Group solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and SBCTA, including, but not limited to, disputes concerning a release of the Software Source Code shall, unless adjudged otherwise, be divided equally and paid by Depositor and SBCTA.

8.13. No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

8.14. Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to NCC Group, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by NCC Group.

8.15. Authority to Sign. Each of the Parties herein represents and warrants that the execution,



delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. NCC Group will be able to perform its obligations under this agreement once NCC Group has received a fully executed agreement.

8.16. Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

8.17. Independent Contractor Relationship. Depositor and SBCTA understand, acknowledge, and agree that NCC Group's relationship with Depositor and SBCTA will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

8.18. No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

*[signatures on next page]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

### Depositor

#### TRANSCORE, LP

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

### Code Escrow Agent

Approved as to Legal and Operational Content:  
 NCC Group



Name: Vincent Dattilo  
 Date: June 18, 2025

#### NCC Group Escrow Associates, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

### SBCTA

#### SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

APPROVED AS TO FORM:

By:

## APPENDIX A. ABBREVIATIONS AND DEFINITIONS

See Attachment 1 for additional abbreviations and definitions.

### A.1 ABBREVIATIONS

ASCII	American Standard Code for Information Interchange
CCS	Central Communications Server
COTS	Commercial Off The Shelf
ELV	Entry Level Verification
EMS	Event Management System
GLA	Global Leadership Alliance
IBV	Independent Build Verification
ISS	Intrada Synergy Server
ITAR	International Traffic in Arms Regulations
IVIS	Infinity Intelligent Vehicle Identification System
PPS	Plate Processing System
SAST	Static Application Security Test
SOW	Statement of Work
TIS	Traveler Information System
TMC	Toll Management Console
UI	User Interface
USD	United States Dollar
VAT	Value Added Tax
VCARS	Vehicle Capture and Recognition System

### A.2 DEFINITIONS

**Agreement** means this Source Code Escrow Agreement.

**Business Days** means the days when business is conducted, excluding weekends and holidays.

**Code Escrow Agent** means NCC Group Escrow Associates, LLC, a Delaware limited liability company.

**Contract** means the Toll Services Contract made and entered into the 6th day of June, 2018, between SBCTA, and Depositor.

**Contrary Instructions** means the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that a Release Condition has not occurred or has been cured

**Depositor** means TransCore,LP, a Delaware limited partnership

**Notice** means an official written notification pursuant to this Agreement.

**Off the Shelf Software** means Software which is commercially available and readily available for purchase.

**Parties** means NCC Group Escrow Associates, LLC, a Delaware limited liability company (“Code Escrow Agent” or “NCC Group”), TransCore, LP, a Delaware limited partnership (“Depositor”), and the San Bernardino County Transportation Authority, a public entity of the State of California.

**Paying Party** means the party designated in the Paying Party Billing Contact Table which shall be SBCTA.

**Pre-Existing Software Source Code** means Software Source Code that existed before the execution of this Agreement.

**Release Condition** means specific conditions under which the Software source code may be released as defined in section 4.1 of the Agreement.

**SBCTA** means San Bernardino County Transportation Authority, a public entity of the State of California.

**Service Fees** means fees set forth in the Work Request.

**Statement of Work** means a supplemental order for verification services

**Software** means computer programs, procedures, rules and associated documentation pertaining to the control and operation of the data processing and data storage for the TCS. Software includes all associated features and functions of the TCS, including all updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes which are made part of the TCS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all documentation.

**Software Source Code** means the Software written in programming languages, including but not limited to C and Fortran, including all comments and procedural code and configuration code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architectural standards, describing the data flows, data structures, and control logic of the Software, including Depositor’s version of compilers used in connection with the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation, and such other documentation and executables required to independently maintain the Software, and necessary information to build and replicate any specialized hardware, but excludes source code for COTS unless such source code is available to the Depositor.

**Source Code Escrow Agreement** see **Agreement**.

**TCS** means all systems and Subsystems that Depositor is required to provide to SBCTA pursuant to the Toll Services Contract.

**TCS Acceptance** means the stage of the Design and Development work when the requirements for acceptance of the TCS have been met and SBCTA has provided Notice of Acceptance.

**Toll Services Contract** see **Contract**.

DRAFT

**APPENDIX B.  
AUTHORIZED PERSON NOTICES TABLE**

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		SBCTA/BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Purchase Order #	

**NCC GROUP**

All notices should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

## APPENDIX C. ESCROW SERVICES FEE SCHEDULE – WORK REQUEST

Deposit Account Number

Service	Service Description - Three-Party Escrow Service Agreement All services are listed below. Check the requested service and submit a Work Request to NCC Group for services requested after agreement signature.	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> <b>Setup Fee (Required at Setup)</b>	One-time Setup Fee for NCC Group to setup a standard Three-Party Escrow Service Agreement.	\$3,215	
<input checked="" type="checkbox"/> <b>Deposit Account Fee (Required at Setup)</b>	NCC Group will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. NCC Group will provide account services that include unlimited deposits, electronic vaulting, access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$250 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,400
<input checked="" type="checkbox"/> <b>Beneficiary Fee (Required at Setup)</b>	NCC Group will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status.		\$1,065
<input type="checkbox"/> <b>Media File Review Audit</b>	NCC Group will perform one (1) Media File Review Audit, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically.	\$3,870	N/A
<input type="checkbox"/> <b>Deposit Review Audit</b>	NCC Group will perform one (1) Deposit Review Audit on the specified deposit, which includes the outputs of the Media File Review, that the files contain source code, and that sample source files can be edited. The audit includes verification that the source code material within the supplied Deposit Material can be copied to an independent hardware environment and, if encrypted, that the Deposit Material can be accessed using the password or decryption key if supplied. Output includes a report documenting the results of the audit, including the outcomes of each verification objective. A final report will be sent to the requesting Party regarding the Deposit Material.	\$8,290 or based on SOW if custom work required	N/A
<input type="checkbox"/> <b>Dual Vaulting</b>	NCC Group will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$1,025
<input type="checkbox"/> <b>Remote Vaulting</b>	NCC Group will store and manage the Deposit Material in a remote location, designated by the client, outside of NCC Group's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	Call for Quote
<input checked="" type="checkbox"/> <b>Custom Contract Fee</b>	Custom contract changes to NCC Group templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$5,500	N/A
<input checked="" type="checkbox"/> <b>Entry Level Verification (ELV)</b>	NCC Group will perform an Entry Level Verification ("ELV") of source code and other material that Depositor will submit as Deposit Material. During the ELV, Depositor will demonstrate the completeness and functionality of the source code by compiling the code while being remotely observed online by an NCC Group Verification Consultant at a mutually agreeable time. The ELV consists of four phases. Phase One – the Verification Consultant reviews the requirements for the build including hardware and tools, examination of the structure and attributes of the source code and relevant associated files, which will be submitted as Deposit Material. Phase Two - the Depositor will compile the source code into a working application while under observation from the Verification Consultant. Phase Three – Depositor will verify that the build is successful and working as expected. The Verification Consultant will work with the Depositor to document the successful build and prepare an ELV report that will document the testing process and outcome. Phase four - Once testing is complete, Depositor shall submit the source code and files used for the ELV as Deposit Material. The Service Fee covers up to eight (8) hours over no more than two (2) consecutive business days.	\$22,665	
<input checked="" type="checkbox"/> <b>Independent Build Verification (IBV)</b>	Upon receipt of the Deposit Material, NCC Group will perform an Independent Build Verification ("IBV") of the source code. The IBV consists of the following steps: (1) prior to attempting the IBV, a review of the technical questionnaire (as submitted by the Depositor) or previous ELV report (if available) will be conducted by a technical NCC Group consultant; (2) the NCC Group consultant will prepare a suitable build environment, including configuring an appropriate operating system and installing the identified third party software required for compiling; (3) the Deposit Material will be transferred to the build environment. The NCC Group consultant will confirm if appropriate build documentation or instructions have been received; (4) The NCC Group consultant will attempt to build an executable version of the source code (following up as needed with the Depositor); (5) Upon a successful build, a copy of the executable version will be provided to the Beneficiary for testing; (6) The NCC Group consultant will process the deposit for storage and prepare an IBV report detailing the verification process and outcome.	\$25,245	
<b>General Terms for all tests and verifications</b>	Fees for testing are due in advance and testing will begin after payment of such fees. If through no fault of NCC Group, testing cannot be completed within twelve (12) months of being ordered, NCC Group will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed. Prior to beginning testing, NCC Group will determine if third party tools or software are required for completion of testing. If such software or tools are required, NCC Group will bill the Paying Party at cost for the additional expense to acquire such tools or		



	software. Testing will begin after payment of such expense. NCC Group reserves the right to cancel testing and issue a refund if NCC Group determines requirements for testing exceed its contemplated scope of testing services or if NCC Group determines it cannot provide such testing. Price is exclusive of expenses, VAT and sales tax. Verification Fees are subject to change in accordance with standard rates for services.
<b>Additional Verification Services (Fees based on Statement of Work)</b>	
<b>Secure Verification (SAST)</b>	NCC Group will perform a Static Application Security Test ("SAST") to identify any security vulnerabilities in the application source code. The SAST Verification consists of the following steps: (1) Scoping and review of questionnaire (as submitted by the Depositor), followed by an assessment of whether the code base provided is complete, and that all third party dependencies have been provided; (2) the NCC Group Consultant will work with the Depositor to resolve any compilation errors and obtain any missing assemblies or third party libraries; (3) where applicable, the NCC Group Consultant will conduct a pre-scan (translation) of the source code, to ensure the automated SAST assessment can be performed; (4) the NCC Group Consultant will perform an automated scan of the code to analyze the source code for security vulnerabilities. This will be performed using a Static Code Analyzer, (5) Upon completion of the SAST assessment, two reports will be produced. A technical report, containing all SAST assessment results and a list of all identified vulnerabilities will be issued to the Depositor. An executive summary report will be issued to the Beneficiary SAST analysis is available for the following languages: ABAP/BSP, ActionScript/MXML, ASP.NET, VB.NET, C# (.NET), C/C++, Classic ASP, COBOL, ColdFusion CFML, HTML, Java, JavaScript/AJAX, JSP, Objective-C, PHP, PL/ SQL, Python, T-SQL, Ruby, Swift, Visual Basic, VBScript, XML. Additional languages may be supported if agreed in writing between the parties after consultation and review of requirements.
<b>Binary Comparison Verification</b>	NCC Group will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the IBV test, a comparison of the executable files built from the IBV Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.
<b>Full Usability Verification</b>	NCC Group will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Deposit Review and IBV (if applicable). NCC Group will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

**NCC GROUP**

All Work Requests should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

## APPENDIX D. DEPOSIT MATERIAL DESCRIPTION

(This document must accompany each submission of Deposit Material)

<b>Company Name</b>		<b>Deposit Account Number</b>	
<b>Deposit Name</b>		<b>Deposit Version</b>	

(Deposit Name will appear in account history reports)

### Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

### Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Appendix D.

<b>Encryption tool name</b>		<b>Version</b>	
<b>Hardware required</b>			
<b>Software required</b>			
<b>Other required information</b>			

### Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to NCC Group at the address below.		<input type="checkbox"/> NCC Group has inspected and accepted the above described Deposit Material either electronically or physically. NCC Group will notify Depositor of any discrepancies.	
<b>Print Name</b>		<b>Name</b>	
<b>Date</b>		<b>Date</b>	
<b>Email Address</b>			
<b>Telephone Number</b>			

**Note: If Depositor is physically sending Deposit Material to NCC Group, please label all media and mail all Deposit Material with the appropriate Appendix D via commercial express carrier to the following address:**

NCC Group  
Attn: Vault Administration  
6111 Live Oak Parkway  
Norcross, GA 30093  
Telephone: 800-875-5669

San Bernardino County Transportation Authority  
I-10 Corridor Contract 1 Project – Toll Services

Contract Number: 26-1003353  
Execution Version - Toll Services Contract  
Exhibit 6 – Form of Source Code Escrow Agreement

**APPENDIX E.**  
**PRE-EXISTING COTS, DEPOSITOR-DEVELOPED SOFTWARE AND COTS LIST**

TYPE OF SOFTWARE		
<b>Pre-Existing Software (COTS)</b>		
Microsoft Windows Server 2016 Data Center		
Microsoft Windows Server 2016 Standard		
Microsoft Windows 10 Professional		
Microsoft SQL Server 2016 Enterprise		
Microsoft SQL Server 2016 Standard		
Microsoft Exchange Server 2016 Standard		
Microsoft Office		
VMware Sphere with Operations Management		
VMware Horizon Virtual Desktop Infrastructure		
Veeam Availability Suite		
Zerto Replication		
CISCO FirePOWER Management Center		
Veritas BackupExec Servers and Agents		
Tenable Nessus Vulnerability Scanner		
Idera SQLDoctor Diagnostics Manager		
Redgate SQL Toolbelt Essentials		
Green Rocket Security GreenRadius		
SolarWinds Network Performance Monitor		
SolarWinds Server and Application Monitor		
SolarWinds Log & Event Manager		
SolarWinds Patch Manager		
Microsemi Domain Time II Server / Audit Server		
FLIR Cameleon		
Q-Free Intrada Synergy Server (ISS)		
Symantec EndPoint Protection		
Symantec Mail Security for Microsoft Exchange		
PTV Group VISSIM		
Moxa MxView (Industrial Network Management)		
<b>Pre-Existing Software (TSP-Developed Software)</b>		
Infinity Digital Video Auditing System (DVAS)		
Infinity Violation Enforcement System (VES)		

<b>Infinity Intelligent Vehicle Identification System (IVIS)</b>		
<b>Infinity Vehicle Capture and Recognition System (VCARS)</b>		
<b>Infinity Automatic Vehicle Identification System (AVI)</b>		
<b>Infinity Open Road Tolling System (ORT)</b>		
<b>Infinity Plate Processing System (PPS)</b>		
<b>Infinity Toll Management Console (TMC)</b>		
<b>Infinity Reporting</b>		
<b>Infinity Lane System</b>		
<b>Infinity Express Dynamic Pricing System</b>		
<b>Infinity Express Trip Building</b>		
<b>Infinity Express Finance Management</b>		
<b>Infinity Express Audit and Reconciliation</b>		
<b>Infinity Express Reporting</b>		
<b>Infinity Express CHP Web Interface Portal</b>		
<b>Insight Maintenance On-Line Management System (MOMS)</b>		
<b>Integrity Image Processing</b>		
<b>Integrity Reporting</b>		
<b>TransSuite ATMS Map</b>		
<b>TransSuite Central Communications Server (CCS)</b>		
<b>TransSuite Traveler Information System (TIS)</b>		
<b>TransSuite Event Management System (EMS)</b>		
<b>TransSuite Traffic Management System (TMS)</b>		
<b>TransSuite Thin Client [f/k/a Browser-Based User Interface (UI)]</b>		
<b>TransSuite® Data Portal</b>		
<b>Custom Software</b>		
<b>SBCTA BOS / TCA CSC Interface</b>		
<b>FLIR Cameleon/HiperWall Integration</b>		

## ***Minute Action***

### AGENDA ITEM: 8

***Date:*** August 14, 2025

***Subject:***

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

***Recommendation:***

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

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

***Background:***

The Interstate (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project), San Bernardino County Transportation Authority's (SBCTA) first Design-Build Express Lanes project, managed by a combination of in-house staff, consultants, and California Department of Transportation team members, is currently under construction and requires a significant support team to fully manage. Due to the magnitude and financing of the Project, financial reporting is required to both the Federal Highway Administration and the United States Department of Transportation.

Upon review of the status of Right-of-Way capital and Utility Work activities completed to date, a few work items remain to be completed for utility impacts, including final amendments to utility agreements. Staff has coordinated with numerous utility companies to implement utility relocations and mitigate project utility impacts across the I-10 corridor over the past five years.

Staff requests the Board authorize the Executive Director to execute Amendment No. 2 to Utility Agreement 24547, with Inland Empire Utilities Agency (IEUA) upon approval as to form by General Counsel, to facilitate the relocation work and project impacts for four separate utility trunk lines in Ontario, including Utility Conflict Numbers 2003, 2005, 1536, and 1313. Staff held coordination meetings and attended field investigation reviews to verify each of the conflicts and project impacts with IEUA over the past several months. Within the attached amendment, staff and IEUA have outlined and summarized the pertinent details and estimated costs required to compensate IEUA for the remaining project utility work and mitigation impacts, resulting in a not to exceed amount of \$2,316,644.06.

***Financial Impact:***

The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with various State, Federal, Local, and Measure I Freeway and Interchange funds in Program 40, Project Delivery.

***Reviewed By:***

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

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item  
August 14, 2025  
Page 2

***Responsible Staff:***

Khalid Bazmi, Construction Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: August 14, 2025  
Witnessed By:

## General Contract Information

Contract No: 19-1002075 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03440 Vendor Name: Inland Empire Utility Agency (IEUA)

Description: I-10 Corridor Utility Agreement No. 24547 (Multiple Conflicts) at Council & 4th Street

List Any Related Contract Nos.: 18-1001897

Dollar Amount							
Original Contract		\$	60,000.00	Original Contingency	\$	15,000.00	
Prior Amendments				Prior Amendments	\$	-	
Current Amendment		\$	2,241,644.06	Current Amendment			
Total/Revised Contract Value		\$	2,301,644.06	Total Contingency Value		\$	15,000.00
	Total Dollar Authority (Contract Value and Contingency)				\$	2,316,644.06	

## Contract Authorization

Board of Directors Date: 9/3/2025 Committee  Item #

## Contract Management (Internal Purposes Only)

Other Contracts  Sole Source? No No Budget Adjustment

Local  Utility Agreements

Accounts Payable												
Estimated Start Date:		1/1/2020		Expiration Date		12/31/2039		Revised Expiration Date:				
N/A		N/A		N/A								
								Total Contract Funding:		Total Contingency:		
Fund		Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,301,644.06	\$	15,000.00
GL:	4110	40	0820	0823	53720	41100000	640	MSI-FWY		2,301,644.06		15,000.00
GL:												-
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Chad Costello

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: 4110 Funds have been reduced from I-10 Corridor Utility Admin Contract No. 18-1001897. No contingency required for Amendment 2, and total not to exceed agreement amount shall be \$2,316,644.06.



**AMENDMENT No. 2 TO UTILITY  
AGREEMENT No. 24547**

(Form #)

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<u>District</u> 8	<u>County</u> SBd	<u>Route</u> I-10	<u>Post Mile</u> 0.0-R13.2	<u>Project ID No.</u> 0816000076	<u>EA</u> 08-0C251
Federal Aid No.:			CMSTPLN-6053		
Owner's File:			Drawing No. D4745		
FEDERAL PARTICIPATION:			On the Project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**SECOND AMENDMENT TO UTILITY AGREEMENT NO. 24547**

**WHEREAS**, the San Bernardino County Transportation Authority, hereinafter called SBCTA, and Inland Empire Utilities Agency, hereinafter called OWNER, have entered into that certain Utility Agreement No. 24547 dated November 14, 2018 ("Agreement"), which Agreement sets forth the terms and conditions pursuant to which OWNER has facilities needing relocation to accommodate SBCTA's construction on Route I-10, Project ID No. 0816000076; and

**CN-1536**

**WHEREAS**, Agreement included as part of Utility Facilities, the existing OWNER 21-inch sewer line (CN-1536); and **WHEREAS**, during execution of the Project, the Utility Facility CN-1536 was positively located adjacent to the I-10 Westbound exit ramp at 4<sup>th</sup> Street, between the mainline and ramp, in compliance with Government Code Section 4215, where at this location, the Utility Facility is to be protected in place; and

**WHEREAS**, the Utility Facility was found to be damaged and cracked, prior to the start of any Project Work; and

**WHEREAS**, SBCTA reported this existing condition to OWNER, and OWNER requested SBCTA carry out the replacement of existing damaged and cracked 21" VCP sewer line CN-1536, on behalf of OWNER, within SBCTA's highway contract using SBCTA's highway design build contractor; and

**CN-1313**

**WHEREAS**, Agreement included as part of Utility Facilities, the existing OWNER 24-inch non-reclaimable water (NRW) line located crossing the I-10 near Council Avenue (CN-1313); and

**WHEREAS**, the Agreement provided for SBCTA to extend the CN-1313 existing encasement to the new Right of Way limits to facilitate the widening of the highway in compliance with Caltrans policy; and

**WHEREAS**, Agreement included OWNER support of this work consisting of design plan review and intermittent on-site inspections; and during execution of the Project, the existing OWNER 24-inch NRW line CN-1313 was found to be damaged and leaking, and at a higher elevation than expected; and

**WHEREAS**, this changed condition with CN-1313 expanded OWNER involvement with SBCTA, which requires OWNER to undertake unforeseen desk top studies, field investigations, water quality testing and additional intermittent field inspections to resolve the conflict with OWNER 24-inch NRW line CN-1313; and

**CN-2003**

**WHEREAS**, Amendment 1 to Agreement included as part of Utility Facilities, the existing OWNER 30-inch sewer line located outside of State Right-of-Way north and longitudinal to the I-10 between Archibald Avenue and Turner Avenue (CN-2003); and

**WHEREAS**, Amendment 1 to Agreement included OWNER support for relocation and considered that SBCTA would execute this relocation with its highway contractor and OWNER's work would consist of design plan review and intermittent on-site inspections; and during execution of the Project it was discovered that SBCTA's Project Work had encroached on OWNER's Public Utility Easement which took away OWNER's ability to maintain, repair or replace OWNER 30-inch

**AMENDMENT No. 2 TO UTILITY**

13-EX-24 (REV 1/2014)

**AGREEMENT No. 24547**

(Form #)

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sewer. In addition, it was found that relocation of OWNER 30-inch sewer CN-2003 and the subsequent replacement Public Utility Easement would not be possible due to its close proximity to private properties; and

**WHEREAS**, SBCTA and OWNER jointly explored and developed opportunities to avoid relocation of the OWNER 30-inch sewer CN-2003 from its proposed relocation longitudinal to the highway, to an alternative location. As a result, SBCTA and OWNER agreed to a transfer of responsibility for the final design and construction of the relocation from SBCTA to OWNER utilizing OWNER's design engineers and construction contractors for the final design and relocation of CN-2003 which will be relocated at some other location that provides access and will become part of a future OWNER Masterplan; and

**WHEREAS**, two existing above grade OWNER manhole concrete surround collars adjacent to the westbound highway shoulder conflict with SBCTA's proposed shoulder barrier and need to be trimmed back to allow construction of SBCTA's barrier by SBCTA's highway contractor, and SBCTA and OWNER have agreed that OWNER will carry out the trimming work with their own contract resources within 14 days of SBCTA providing traffic control for access to the site; and

**CN-2005**

**WHEREAS**, Agreement included as Utility Facilities, the existing OWNER 30-inch Transit Pipe Sewer in 48-inch casing crossing I-10 which then transitions to a 30-inch RCP outside the Southern Right of Way, (CN-2005); and

**WHEREAS**, during execution of the Project it was found that OWNER needed access to the relocated sewer manholes on the North side of the highway to maintain the sewer, and SBCTA developed a design for OWNER to provide access. SBCTA and OWNER agreed to a transfer of responsibility for the final construction of the access for maintenance of CN- 2005 from SBCTA to OWNER utilizing OWNER's construction contractors for the construction of this access and it will become a future OWNER project; and

**NOW, THEREFORE**, it is agreed between the parties as follows:

**CN-1536**

1. SBCTA shall perform replacement of OWNER existing damaged and cracked 21-inch VCP sewer line, as required to accommodate the Project as part of SBCTA's highway construction contract for the conflict identified as CN- 1536 as shown on amended plans Drawing No. D4745 attached herewith.

2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

"It is mutually agreed that SBCTA will include the work of replacement of OWNER's Utility Facility existing damaged and cracked 21-inch VCP sewer line CN-1536 as part of SBCTA's Project Work. OWNER shall have access to all phases of the work to be performed by SBCTA for the purpose of inspection to ensure that the work being performed for SBCTA is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by SBCTA, OWNER agrees to accept ownership and maintenance of the constructed facility, except in the case of liability determined pursuant to Water Code 7034 or 7035;" and

3. Agreement is amended to insert the following provisions to Section IV PAYMENT FOR WORK:

"OWNER shall be responsible for the actual cost of said work to CN-1536 to be included in SBCTA's highway construction contract through issuance of a time and materials change order to SBCTA's highway contractor. The estimated costs to OWNER for the work of replacement of existing damaged and cracked 21-inch VCP sewer line CN-1536 to be performed by SBCTA's highway contractor is not to exceed \$50,300.00" and

"OWNER shall credit SBCTA for the actual cost for the replacement of existing damaged and cracked 21-inch VCP sewer line CN-1536 against OWNER's costs incurred. If the actual cost of replacement exceeds the amount of money owed by SBCTA to OWNER, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse SBCTA said expended costs upon receipt of an itemized invoice as set forth herein;" and

4. All other terms and conditions of Agreement remain unchanged.

**NOW, THEREFORE**, it is agreed between the parties as follows:

**AMENDMENT No. 2 TO UTILITY  
AGREEMENT No. 24547**

(Form #)

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**CN-1313**

1. OWNER shall work closely with SBCTA and will carry out additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections to assist SBCTA in design and construction of the repair or abandonment of the OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN-1313; and
2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

“It is mutually agreed that OWNER will include the work of additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections of OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN-1313, and that SBCTA will carry out the work of design and construction of the repair or abandonment of the OWNER leaking 24-inch Non-Reclaimable Water (NRW) line crossing the I-10 near Council Avenue CN- 1313 using SBCTA’s highway contractor;” and

3. Agreement is amended to insert the following provisions to Section IV PAYMENT FOR WORK:

“It is mutually agreed between SBCTA and OWNER that the estimated cost of OWNER work is increased by an additional \$152,288.06 for the additional work including additional desk top studies, field investigations, water quality testing, and additional intermittent field inspections;” and

4. All other terms and conditions of Agreement remain unchanged.

**NOW, THEREFORE**, it is agreed between the parties as follows:

**CN-2003**

1. OWNER will perform replacement of OWNER 30-inch sewer North and longitudinal to the I-10 between Archibald Avenue and Turner Avenue CN-2003 to a revised location which will become part of a future OWNER Masterplan; and
2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

“OWNER shall be responsible for relocation of OWNER 30-inch sewer North and longitudinal to the I- 10 between Archibald Avenue and Turner Avenue CN-2003 to an alternative location by incorporating it into their future Masterplan. SBCTA will be responsible for carrying out pre-construction feasibility studies including desk top studies, survey and existing flow monitoring and will provide data to OWNER for their use. OWNER will take over responsibility for the final design and construction of their sewer using OWNER’s design engineers and construction contractors for the final design and construction of CN-2003 which will be relocated to an alternative location. In addition, OWNER will be fully responsible for costs dealing with the private property owners when they relinquish ownership of the existing sewer to the respective private property owners;” and

“OWNER will be responsible for trimming back the two existing above grade OWNER manhole concrete surround collars that conflict with SBCTA’s proposed highway shoulder barrier to allow construction of SBCTA’s barrier, and SBCTA and OWNER have agreed that OWNER will carry out the trimming work with their own contract resources within 14 days of SBCTA providing traffic control for access to the site;” and

3. Agreement is amended to insert following provisions to Section IV PAYMENT FOR WORK:

“SBCTA shall be responsible for payment of the work to be carried out by OWNER for relocation of OWNER 30-inch sewer at their preferred alternative location by incorporating it into OWNER future Masterplan. SBCTA and OWNER have negotiated compensation for this work which is to be completed in an estimated 3 years after completion of SBCTA’s I-10 project. This payment will make OWNER whole for the loss of maintainability or renewal of their existing 30-inch sewer North and longitudinal to the I-10 between Archibald Avenue and Turner Avenue CN-2003 and will fully compensate OWNER for any and all claims related to the

**AMENDMENT No. 2 TO UTILITY**

13-EX-24 (REV 1/2014)

**AGREEMENT No. 24547**

(Form #)

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acquisition of property or the construction and use of the I-10 highway Project, including but not limited to the loss of capacity of OWNER 30-inch sewer through the private properties between Archibald Avenue and Turner Avenue. The negotiated cost to SBCTA, payable to OWNER for this future work is a fixed price lump sum of \$1,980,000.00 which may be invoiced upon final execution of this amendment;" and

"It is mutually agreed between SBCTA and OWNER that the actual cost of OWNER work is to be increased by an additional \$17,686.00 for the additional work of trimming back the two existing above grade OWNER manhole concrete surround collars that conflict with SBCTA's proposed highway shoulder barrier to allow construction of SBCTA's barrier;" and

"It is mutually agreed between SBCTA and OWNER that the actual cost of OWNER work to reinstall three existing above grade OWNER manhole concrete surround collars shall be paid for by SBCTA as part of pad construction, access work that will be bid;" and

4. "Payment of the above amounts shall release SBCTA of all obligations under this Agreement and upon such payment, OWNER waives any and all liabilities, actions, damages, claims, costs, or expenses that it may have against SBCTA, its officers, agents, and employees arising out of or connected with this Agreement."
5. All other terms and conditions of Agreement remain unchanged.

**NOW, THEREFORE**, it is agreed between the parties as follows:

**CN-2005**

1. OWNER will perform construction of OWNER access to the relocated sewer manholes on the North side of the highway to enable them to maintain the relocated sewer CN-2005 and;
2. Agreement is amended to add the following provisions to Section I WORK TO BE DONE:

"OWNER shall be responsible for final construction of OWNER maintenance access North side of the highway CN-2005 including two manhole concrete collars removed by OWNER and an additional manhole left stranded by SBCTA work previously which will need to have the collar removed, dirt leveled, and a new Manhole cover placed. SBCTA will be responsible for carrying out design services and providing these designs to OWNER for their use. OWNER will take over responsibility for the final design and construction of these access facilities using OWNER's design engineers and construction contractors for the final design and construction of CN-2005. In addition, OWNER will be fully responsible for dealing with the private property owners;" and

3. Agreement is amended to insert following provisions to Section IV PAYMENT FOR WORK:

"SBCTA shall be responsible for payment of the work to be carried out by OWNER for design and construction of OWNER maintenance access on the North side of the highway. SBCTA and OWNER have estimated compensation for this work, which is to be completed in parallel with, or after completion of, SBCTA's highways work. This payment will make OWNER whole for the loss of maintenance access to their existing 30-inch sewer CN-2005 and will fully compensate OWNER for final design and construction of maintenance access to OWNERS 30" Transite pipe sewer manholes.

It is mutually agreed between SBCTA and Owner that the Actual cost of OWNER work is to be increased by an additional \$142,000.00;" and

4. All other terms and conditions of Agreement remain unchanged.
5. Attached Table 1, 2 and 3 summarizes the basis of cost used to come to this agreement and has been attached for reference.
6. Negotiated and Approved Estimate provides detailed costs for CN-2003 alternative design and construction has been attached for reference.

**AMENDMENT No. 2 TO UTILITY AGREEMENT  
No. 24547 (Cont.)**

EXHIBIT

13-EX-24 (REV 1/2014)

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SIGNATURE PAGE TO  
UTILITY AGREEMENT NO. 24547 AMENDMENT No. 2

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Owner:  
**INLAND EMPIRE UTILITIES AGENCY**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a public entity**

APPROVED

APPROVED

By: \_\_\_\_\_  
Title: Shivaji Deshmukh  
General Manager

By: \_\_\_\_\_  
Carolyn Schindler  
Executive Director

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Title: Marty Cihigoyenetché  
General Counsel

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

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

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

## Additional Information

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2025**  
**VALLEY BOARD MEMBER ATTENDANCE**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Eunice Ulloa</b> City of Chino				X		X						
<b>Ray Marquez</b> City of Chino Hills		X	X	X		X						
<b>Frank Navarro</b> City of Colton		X		X	X	X						
<b>Aquanetta Warren</b> City of Fontana		X		X	X	X						
<b>Bill Hussey</b> City of Grand Terrace		X		X	X	X						
<b>Larry McCallon</b> City of Highland		X	X	X	X	X						
<b>Ronald Dailey</b> City of Loma Linda		*	X	*	X							
<b>John Dutrey</b> City of Montclair		X	X	X	X	X						
<b>Alan Wapner</b> City of Ontario			X		X							
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X		X								
<b>Mario Saucedo</b> City of Redlands		X	X	X	X	X						
<b>Joe Baca</b> City of Rialto		X	X	X	X	X						
<b>Helen Tran</b> City of San Bernardino		X	X	X	X	X						
<b>Rudy Zuniga</b> City of Upland												
<b>Judy Woosley</b> City of Yucaipa		X	X	X	X	X						
<b>Curt Hagman</b> Board of Supervisors		X	X		X	X						

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

Communication: Attendance (Additional Information)



# BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2025

## VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

## MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

<b>Daniel Ramos</b> City of Adelanto				X		X						
<b>Art Bishop</b> Town of Apple Valley		X	X	X	X	X						
<b>Timothy Silva</b> City of Barstow		X		*	X	*						
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Josh Pullen</b> City of Hesperia		*		*	*	*						
<b>Janet Jernigan</b> City of Needles												
<b>Daniel Mintz, Sr.</b> City of Twentynine Palms												
<b>Debra Jones</b> City of Victorville												
<b>Rick Denison</b> Town of Yucca Valley			X	X		X						
<b>Paul Cook</b> Board of Supervisors		X	X	X								

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

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

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

**Acronym List**

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
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