

AGENDA

Board of Directors Metro Valley Study Session

November 13, 2025

*****Start Time: 9:15 AM*****

Location

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

Board of Directors

Valley Representatives

Study Session Chair

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

Vacant
City of Victorville

Rick Denison, Council Member
Town of Yucca Valley

County Board of Supervisors

Paul Cook, *First District*

Curt Hagman, *Fourth District*

Dawn Rowe, *Third District*

Joe Baca, Jr., *Fifth District*

Ex-Officio Member – Catalino Pining, Caltrans

Carrie Schindler, Executive Director

Julianna Tillquist, General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

November 13, 2025

9:15 AM

Location

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

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

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

CALL TO ORDER

(Meeting Chaired by 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

Pg. 10

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

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

INFORMATIONAL ITEMS

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

2. Project Delivery Contract Change Orders to On-Going Contracts

Pg. 11

Receive and file Change Order Report.

Presenter: Khalid Bazmi

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

3. Interstate 10 Express Lanes Contract 1 - First Quarter Operations Report

Pg. 17

Receive and file the Fiscal Year 2025/2026 First Quarter Operations Report for the Interstate 10 Express Lanes Contract 1.

Presenter: Philip Chu

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

DISCUSSION ITEMS

Discussion - Administrative Matters

4. 2026 Board of Directors Metro Valley Study Session Meeting Schedule

Pg. 38

Approve the 2026 Board of Directors Metro Valley Study Session meeting schedule.

Presenter: Ashley Izard

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

Discussion - Project Delivery

5. Progress Briefing Report through September 2025

Pg. 52

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

Presenter: Khalid Bazmi

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

6. Interstate 10 Corridor Freight and Express Lanes - Contract 2B: Temporary Encroachment Agreement and Construction Cooperative Agreement Pg. 54

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

A. Approve Temporary Encroachment Agreement No. 26-1003382 between Union Pacific Railroad (UPRR) and SBCTA for the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2B Project in the amount of \$303,110, which is comprised of not-to-exceed \$253,110 for the Temporary Construction Easements and \$50,000 for UPRR project management and construction management costs, to be funded with Measure I Valley Freeway Program funds. UPRR's project management and construction management costs may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months.

B. Authorize the Executive Director, or her designee, to negotiate, finalize, and execute Agreement No. 26-1003418 with the California Department of Transportation (Caltrans) for the construction phase of the I-10 Corridor Freight and Express Lanes Project – Contract 2B, in a not-to-exceed amount of \$7,222,000, to be paid with \$6,992,000 in Federal funds that Caltrans will access directly for oversight work and \$230,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.

Presenter: Heng Chow

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 with UPRR.

7. State Route 60 Central Avenue Interchange - Amendment No. 6 to Cooperative Agreement No. 15-1001091 and Contingency Increase for Contract No. 191002196 Pg. 91

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

A. Approve Amendment No. 6 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino to revise the Project Funding Table to reflect an increased total project cost in the amount of \$786,599, increasing the Measure I Interchange Program funds by \$320,779 and City of Chino funds by \$465,820.

B. Approve a contingency increase for Construction Contract No. 19-1002196 with Security Paving Company, Inc. by \$620,625.62, for a revised total contingency amount of \$3,532,664.62 to be funded with Valley Interchange Measure I funds and City of Chino Local Funds.

Presenter: Paul Melocoton

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.

Discussion - Transportation Programming and Fund Administration

8. Update on Southern California Association of Governments STBG/CMAQ Call for Projects Pg. 99

Receive update on the Federal Fiscal Year (FFY) 2026/2027 and FFY 2027/2028 Southern California Association of Governments Surface Transportation Block Grant/Congestion Mitigation and Air Quality Call for Projects and award recommendations.

Presenter: Ryan Graham

This item will also be presented to the Mountain/Desert Policy Committee on November 21, 2025.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

Pg. 108

The next Metro Valley Study Session meeting is scheduled for December 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 and the office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

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

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

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

Public Comment –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Your cooperation is appreciated!

**General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Attendance.

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name.
- A Member/Alternate who arrives after attendance is taken shall announce his/her name prior to voting on any item.
- A Member/Alternate who wishes to leave the meeting after attendance is taken but before remaining items are voted on shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee. Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively, and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: *November 13, 2025*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
6	26-1003382	Union Pacific Railroad Company <i>Ken Tom</i>	Benesch
7	19-1002196	Security Paving Company, Inc. <i>Joseph Ferndino</i>	ACE Fence AM Concrete BELCO CGO Construction Co. Drill Tech DYWIDAG Griffith Company Integrity Rebar KIE-CON, Inc. Statewide Safety Systems

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: November 13, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: *November 13, 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 16 on-going construction contracts, of which six have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on October 16, 2025. The CCOs are listed below:

A. Contract No. 19-1002196 with Security Paving Company, Inc., for the State Route (SR) 60 Central Avenue Interchange Project:

1) CCO 48: Resolution of proposed final estimate exceptions. (\$1,576,788.49)

B. Contract No. 24-1003176 with Mariposa Landscapes, Inc., for the SR 60 Central Establish Existing Planting Project:

1) CCO 1: Turnover deficiencies correction. (\$20,000)

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: There are no newly executed CCOs since last report.

E. Contract No. 17-1001617 with TransCore, LP for Toll Services Provider: There are no newly executed CCOs since last 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 33.1: Install and remove temporary power poles. (\$35,000)

2) CCO 33.2: Curb realignment construction costs. (\$31,988.38)

3) CCO 40: Revised substantial completion requirements. (\$0)

I. 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.

Board of Directors Metro Valley Study Session Agenda Item

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

- 1) CCO 1.1: De-obligation of change order. (-\$4,874)
- 2) CCO 10.1: De-obligation of change order. (-\$2,118.93)

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: There are no newly executed CCOs since last report.

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

- 1) CCO 15: Bid item quantity increase. (\$1,547.85)
- 2) CCO 17: Temporary striping. (\$3,025)

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

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

- 1) CCO 14: Critical Path Method (CPM) baseline schedule revisions. (\$0)

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

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

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0893 SR-60 Central Avenue, Sub-Task No. 0893 SR 60 Central Establish Existing Planting, Sub-Task No. 0814 SR 210 Waterman Avenue, 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:

Khalid Bazmi, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 13, 2025

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
48	Resolution of proposed final estimate exceptions.	\$1,576,788.49
CCO Total		\$3,292,863.10
Approved Contingency		\$2,912,039.00
Remaining Contingency		(\$380,824.10)
SR 60 Central Establish Existing Planting (24-1003176)		
Number	Description	Amount
1	Turnover deficiencies correction.	\$20,000.00
CCO Total		\$20,000.00
Approved Contingency		\$70,000.00
Remaining Contingency		\$50,000.00
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
CCO Total		\$155,202.19
Approved Contingency		\$1,451,300.00
Remaining Contingency		\$1,296,097.81
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
CCO Total		\$17,117,174.20
Approved Contingency		\$51,369,000.00
Remaining Contingency		\$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
CCO Total		\$3,965,315.76
Approved Contingency		\$5,896,500.00
Remaining Contingency		\$1,931,184.24
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
CCO Total		\$1,120,722.17
Approved Contingency		\$3,731,253.00
Remaining Contingency		\$2,610,530.83

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
33.1	Install and remove temporary power poles.	\$35,000.00
33.2	Curb realignment construction costs.	\$31,988.38
40	Revised substantial completion requirements.	\$0.00
	CCO Total	\$18,945,471.18
	Approved Contingency	\$29,230,000.00
	Remaining Contingency	\$10,284,528.82
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,211,725.45
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,864.55
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
1.1	De-obligation of change order.	(\$4,874.00)
10.1	De-obligation of change order.	(\$2,118.93)
	CCO Total	\$382,081.07
	Approved Contingency	\$900,661.70
	Remaining Contingency	\$518,580.63

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
	CCO Total	\$605,621.11
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$7,492,778.89
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
15	Bid item quantity increase.	\$1,547.85
17	Temporary striping.	\$3,025.00
	CCO Total	\$210,155.30
	Approved Contingency	\$778,576.63
	Remaining Contingency	\$568,421.33
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
	CCO Total	\$247,194.00
	Approved Contingency	\$1,129,988.00
	Remaining Contingency	\$882,794.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
14	Critical Path Method (CPM) baseline schedule revisions.	\$0.00
	CCO Total	(\$565,522.60)
	Approved Contingency	\$42,785,330.00
	Remaining Contingency	\$43,350,852.60
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$119,797.20
	Remaining Contingency	\$99,797.20

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	\$1,546,647.90
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,015,274.10

Minute Action

AGENDA ITEM: 3

Date: November 13, 2025

Subject:

Interstate 10 Express Lanes Contract 1 - First Quarter Operations Report

Recommendation:

Receive and file the Fiscal Year 2025/2026 First Quarter Operations Report for the Interstate 10 Express Lanes Contract 1.

Background:

On August 29, 2024, the Interstate 10 Express Lanes (Express Lanes) officially opened to traffic. Since the commencement of toll revenue operations, staff has been closely monitoring the performance and day-to-day operations of the facility.

Attached is the Fiscal Year 2025/2026 First Quarter (Q1) report, which presents data and insights on Express Lanes activity for the months of July, August, and September. This report also includes key performance metrics reflecting the completion of the Express Lanes' first full year of operations. It is important to note that the first year of data includes a ramp-up period, as expected during initial implementation.

Key Observations from this Quarterly Report:

- Express Lanes Usage:
 - ✓ Trips increased to 2.79 million (+3.71% from Q4 April-June).
 - ✓ 13.4 million trips over the past year with approximately 23% non-tolled trips (mainly HOV3+).
 - ✓ Non-tolled trips have increased by 5% since operation. Staff is exploring Automated Occupancy Detection technology, with pilot deployment in 2026.
- Traffic Operations:
 - ✓ 128,062 vehicle hours saved during Q1 (July-September); 20% improvement in peak period travel time savings compared to Q4 (April-June).
 - ✓ Express Lanes utilization ranges from 33% to 76% of capacity during morning and evening peak hours.
- Customer Service Operations:
 - ✓ Total number of incoming calls continued to decline from the peak in December, declining 15% in Q1 (July-September), compared to the previous quarter Q4 (April-June).
 - ✓ On average; the Rancho Cucamonga Walk-in Center served approximately 220 customers per month during the quarter.
- Financial Performance:
 - ✓ Monthly average potential revenue for the quarter is approximately \$1.45 million.
 - ✓ Total revenue collected since open to traffic \$21.8 million.

Staff will continue to provide quarterly updates to the Board to evaluate Express Lanes performance and ensure ongoing communication regarding operational trends, issues, and improvement efforts.

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2025

Page 2

Financial Impact:

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

Reviewed By:

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

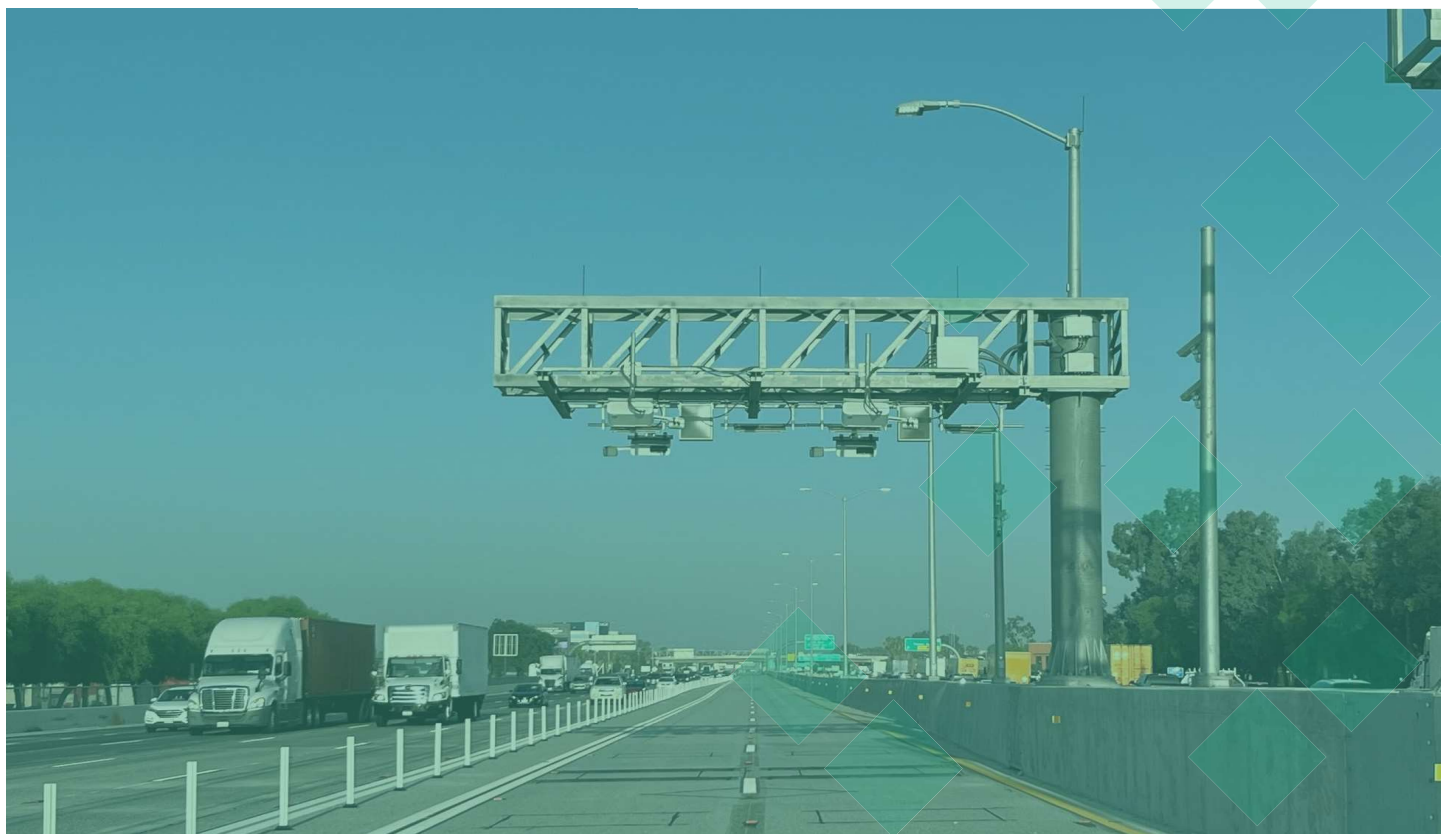
Responsible Staff:

Philip Chu, Deputy Director of Express Lanes



I-10 EXPRESS LANES QUARTERLY OPERATIONS REPORT

SEPTEMBER 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—across quarterly periods spanning April through September 2025. The analysis is structured into two quarters: Q4(April-June) and Q1(July to September).

Traffic Operations

In Q1 (Jul-Sep), Express Lane (EL) usage rebounded, reaching 2.79 million trips up from 2.69 million in the previous quarter. A trip is a single continuous movement through the EL, beginning at the first entry point and ending at the last exit point. Over the past year, the EL recorded a total of 13.4 million trips, 23% of which were classified as Non-Tolled, primarily consisting of HOV3+ vehicles. To enhance HOV3+ compliance, SBCTA is implementing a multi-pronged strategy that includes manual vehicle occupancy surveys, expanded CHP enforcement, targeted dynamic messaging for HOV users, and the exploration of automated detection technology slated for deployment in 2026.

The EL continues to provide reliable speed and travel time savings, with an estimated 128,062 vehicle-hours saved during Q1(Jul-Sep)—a 20% increase compared to Q4 (Apr-Jun) during peak periods. EL utilization ranged from 33% to 76% of capacity during morning and evening peak hours. Utilization remained highest in the Haven East (HVNE) zone during PM peaks and the MTNW zone during AM peaks.

Toll System Operations

Total trips in Q1(Jul-Sep) has increased 3.71% from Q4(Apr-Jun). There is a clear and consistent majority in the mode of trips taken, with FasTrak Trips (91%) dominating over Non-FasTrak Trips (9%) in Q4 (Apr-Jun) and Q1(Jul-Sep). On December 26, 2024, EL system transitioned from a Time-of-Day (TOD) schedule to a Dynamic Pricing Algorithm (DPA),

enabling more responsive toll rate adjustments based on non-recurring congestion. In Q1 (Jul-Sep), both the EB and WB corridors experienced peak toll rates, reaching their respective ceilings of \$14.50 (EB) and \$8.00 (WB). These elevated toll ceilings were strategically implemented to enhance pricing responsiveness and better align toll rates with evolving traffic patterns.

Customer Service Operations

Customer calls and walk-in visits declined in Q1 (Jul-Sep), returning to normal levels after a busy Q4 driven by new violations and DMV hold processes. Longer call handle times were due to summer staffing changes and turnover.

The Disabled Veterans Equity Program usage rose by 78 trips, from 1,643 in Q4 (Apr-Jun) to 1,721 this quarter. Usage of the Veterans Program is rising, but the Low-Income Program remains underused at 0.1% despite 20% eligibility; more outreach could boost participation.

Financial Performance

Over the past quarter, 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 team is now focused on continuous improvement by analyzing trends to boost revenue collection.



2. TRAFFIC OPERATIONS

2.1 TRAFFIC VOLUMES

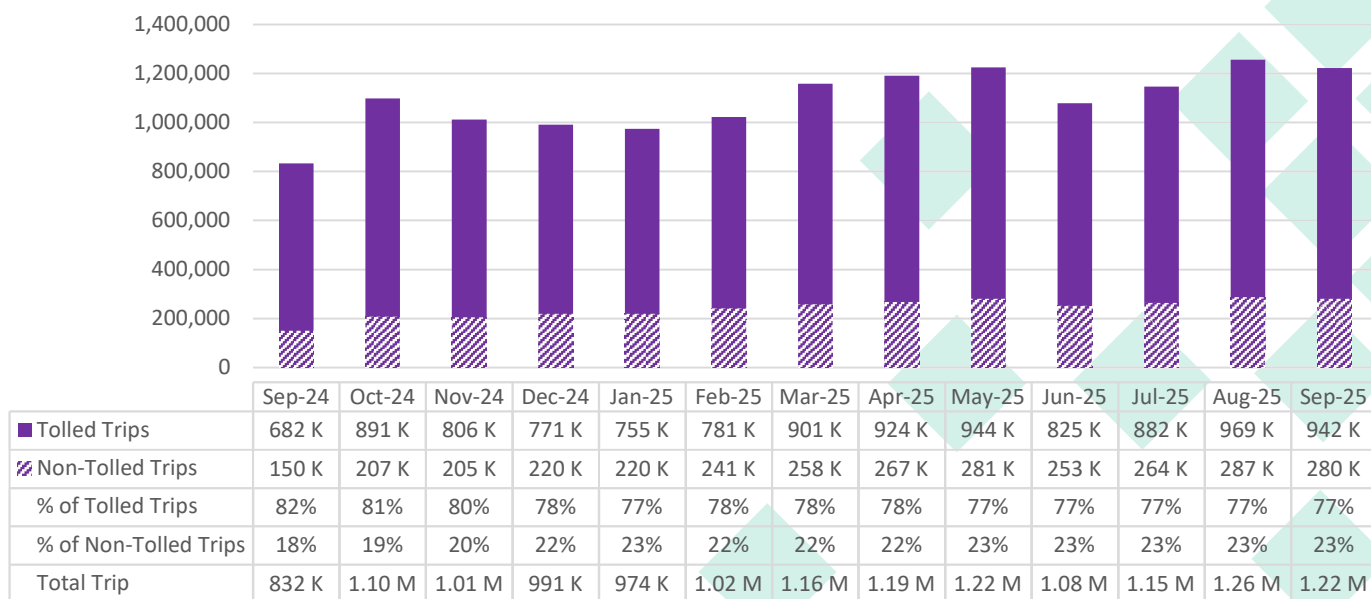
EL traffic can be classified by either Tolloed or Non-Tolloed trips. Tolloed trips consists of trips made by SOV, HOV2 and CAV vehicles. Non-Tolloed trips consist of trips made by HOV3+ and Non-Revenue vehicles. Per the EL Business Rules, eligible HOV3+ vehicles (i.e. an occupancy of 3 or more with a 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 1 summarizes monthly trip volumes on the EL categorized by greater than zero dollars (Tolloed) and zero-dollar trips (Non-Tolloed). Between Q4(Apr-Jun) and Q1(Jul-Sep), both Tolloed and Non-tolloed trips increased steadily. Tolloed trips rose from approximately 2.69 million in Q4 to 2.79 million in Q1 — a 3.6% increase. This upward trend suggests a continued and growing utilization of tolloed services, potentially indicative of improved traffic conditions encouraging usage. Additionally, the proportion of

Non-Tolloed trips has increased by 5% since the program's inception. Since 99% of Non-Tolloed trips are HOV3+, SBCTA is checking whether this is an increase in HOV3+, or customers are incorrectly selecting the HOV3+ setting. To assess HOV3+ compliance, SBCTA is investigating to what extent customers are incorrectly selecting the HOV3+ setting. To assess HOV3+ compliance, SBCTA has conducted manual surveys of EL vehicle occupancy. Further, the agency is considering the deployment of an automated vehicle occupancy detection system in 2026.

Current enforcement for occupancy relies on a beacon informing CHP which vehicles are in HOV3+ mode. SBCTA identified enforcement beacon issues during field audits and is working with TransCore to resolve latency concerns, ensuring more reliable enforcement moving forward. In parallel, SBCTA has implemented HOV violation-specific messaging on the TRDMS to alert drivers, supported by enhanced CHP enforcement beginning October 2025.

Figure 1 –Monthly Total Express Lane Trips





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).

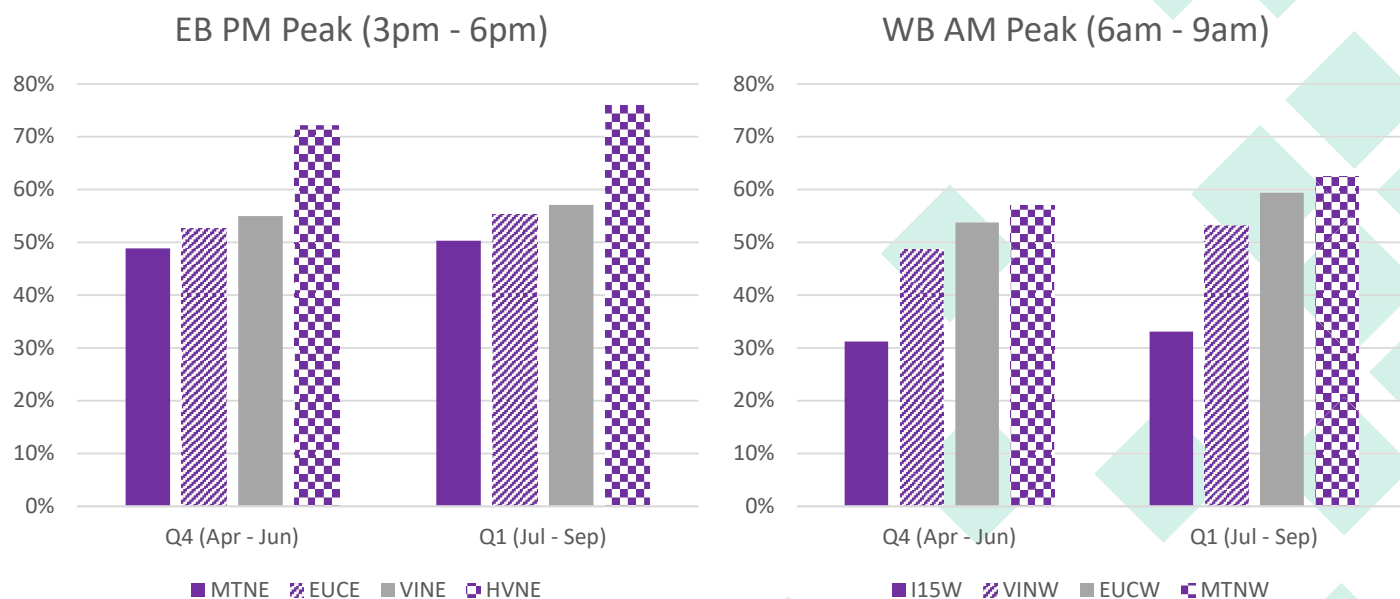
Figure 2 presents the utilization in the EB direction during the PM Peak (3pm-6pm) and the WB direction during the AM Peak (6am-9am) across the four toll zones. In both Q4(Apr-Jun) and Q1 (Jul-Sep), HVNE consistently accounted for the highest average utilization above 70%. In Q1(Jul-Sep), HVNE's PM peak utilization reached 76%, marking a 4% increase from Q4 (Apr-Jun). 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. Utilization at MTNE, EUCE and VINE rose modestly by 1% to 2% compared to last quarter. In Q1(Jul-Sep), the utilization across WB zones saw a broader

increase by 2% to 5% with MTNW leading WB utilization at 62%.

Notably, both HVNE and MTNW—the final zones in each direction—recorded the largest increases from last quarter. These trends align with the overall rise in corridor traffic volumes between the two quarters. Overall, **Figure 2** shows higher proportional use of EL usage in EB during PM peak period than in WB during AM peak period.

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

Figure 2 – Quarterly Average Peak Period Express Lanes Utilization per Toll Zones



NOTE: Based on a capacity of 1600 vphpl. HVNE capacity is calculated for one lane, all other locations for two lanes



2.2 TRAVEL TIME

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 3** presents a bar chart comparing travel time savings for EB and WB directions across two fiscal quarters—Q4 (Apr–Jun) and Q1 (Jul–Sep). In Q4, EB recorded 48,308 vehicle-hours saved, while WB had 58,110, totaling 106,418. In Q1(Jul-Sep), the TT savings along

EB increased to 56,284 and WB to 71,777, with a combined total of 128,062. Travel time savings vary by time of day, with the greatest benefits observed during peak periods. The increased travel time savings in Q1(Jul-Sep) indicates improved traffic flow in EL compared to GP lanes during peak periods. Factoring in vehicle occupancy would further increase the total person-hours saved.

Figure 3 – Quarterly Travel Time Savings (vehicle-hours)



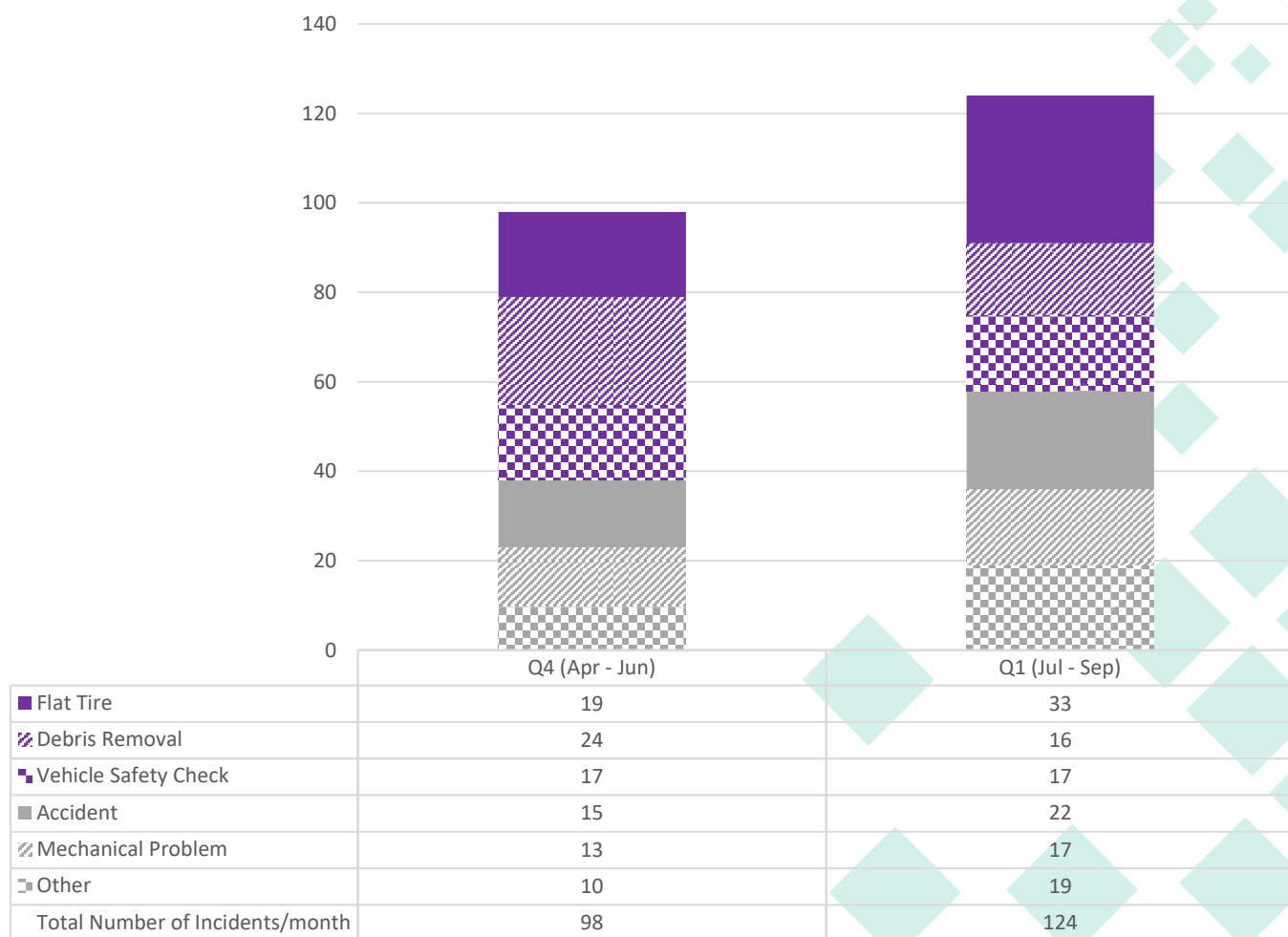


2.3 FSP ASSISTANCE

Figure 4 presents a breakdown of FSP assists incidents on EL across Q4 (Apr–Jun) and Q1(Jul-Sep). The data highlights trends in various incident categories, offering insights into operational challenges and areas for potential improvement. In

Q4 (Apr–Jun), a total of 98 incidents were recorded, while Q1(Jul-Sep) saw an increase to 124 incidents, indicating a 26.5% rise in overall incidents that required FSP assistance.

Figure 4 - Quarterly FSP Assist Data





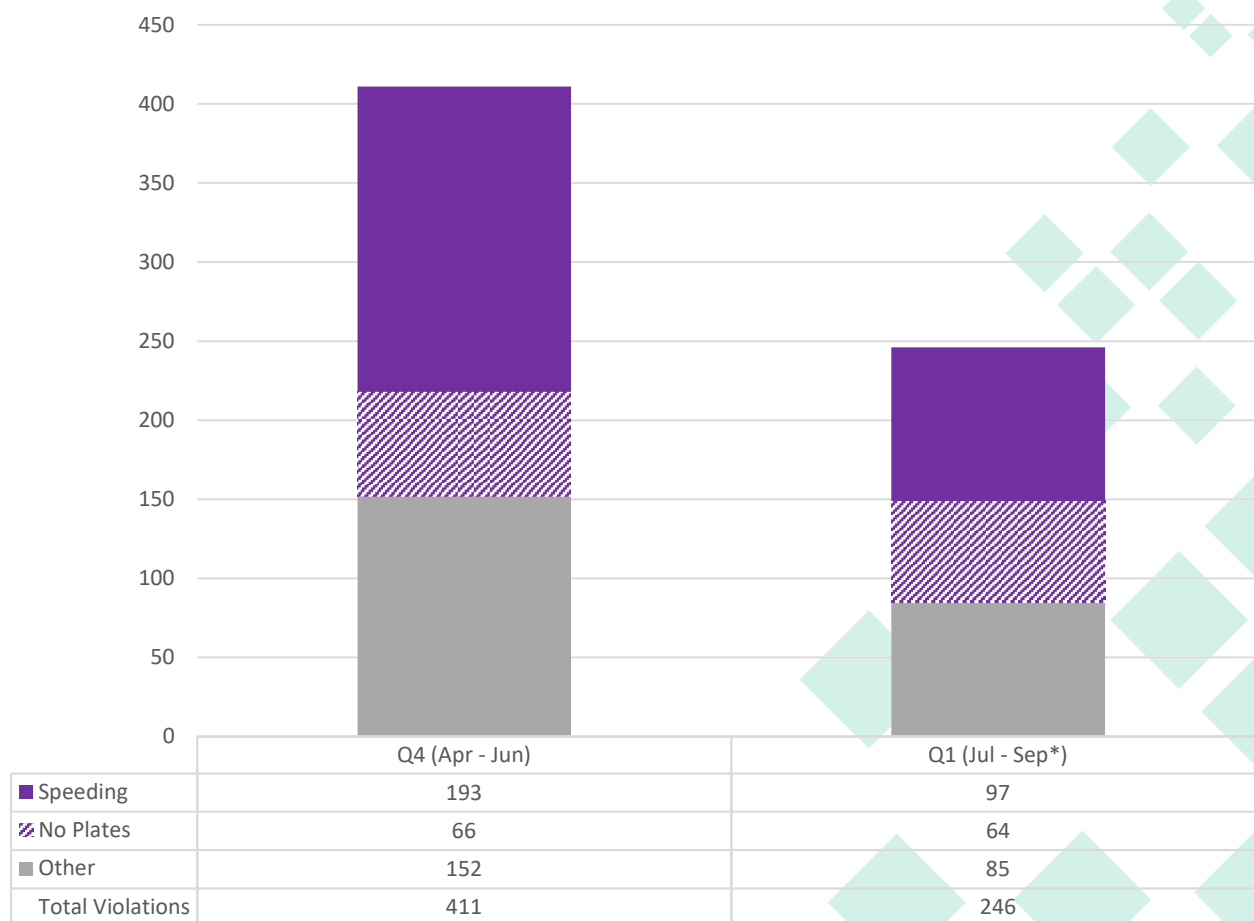
2.4 CHP Enforcement

Figure 5 presents a breakdown of CHP enforcement categories on EL for Q4(Apr-Jun) and Q1 (Jul-Sep). Please note that Q1 is consisting of Jul and August data as September data is still being retrieved. In Q4(Apr-Jun), a total of 411 violations were recorded, while Q1(Jul-Sep) saw a significant decrease to 246 violations, indicating a 40% reduction in overall traffic violations, however, as noted this is likely due to lack

of September data.

Overall, speeding remains the most prevalent violation, followed by Other and no plates violation as noted in both quarters.

Figure 5 - Quarterly CHP Data



NOTE: Sep data is not included in the chart due to CHP reporting delay*



3. TOLL SYSTEM OPERATIONS

3.1 TRIPS AND TOLL RATES

Figure 6 compares quarterly EL trips between Q4(Apr-Jun) and Q1(Jul-Sep). The trips are broken out by FasTrak and Non-FasTrak trips. Between Q4 (Apr-Jun) and Q1 (Jul-Sep), total corridor trips increased from approximately 3.49 million to 3.62 million, reflecting a steady rise in usage by 3.7%. Despite this growth, the proportion of FasTrak and Non-FasTrak trips remained consistent, with FasTrak

trips accounting for 91% and Non-FasTrak trips 9% in both quarters indicating that the majority of new users continue to rely on FasTrak for toll payments. Ongoing SBCTA marketing efforts and targeted TRDMS messaging throughout FY 2024-25 have contributed to the strong adoption and sustained preference for FasTrak among corridor travelers.

**FasTrak trips around
3.2 million for Q4 and Q1!**

Figure 6 – Quarter Total Express Lanes Trips





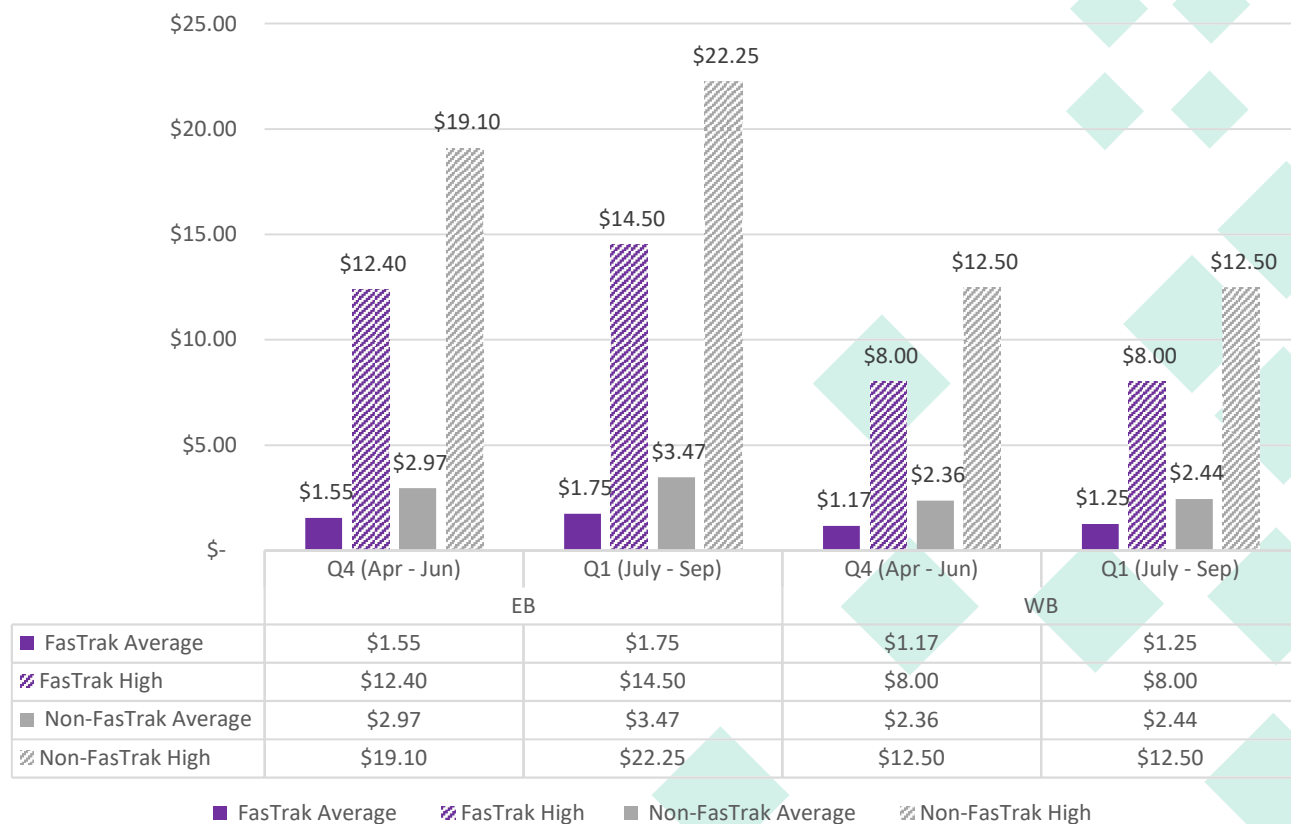
Figure 7 shows a bar chart comparing average and maximum toll prices for FasTrak and Non-FasTrak users in Q4 (Apr-Jun) and Q1 (Jul-Sep), EB and WB, as displayed on Toll Rate Dynamic Message Signs (TRDMS).

It is observed that in Q1(Jul-Sep) weekday maximum EB FasTrak peak toll reached its ceiling of \$14.5, exceeding the Q4 (Apr-Jun) peak toll of \$8.0 for the EB direction. This increase is directly attributed to the adjustment of the EB full-length maximum toll to \$14.50, implemented on May 30, 2025. This policy change enabled the HVNE toll zone to reach higher toll levels during periods of elevated congestion. The increased ceiling allowed the DPA to respond more aggressively to demand, resulting in higher observed tolls during peak travel times.

This adjustment reflects a strategic effort by SBCTA to manage congestion and maintain travel time reliability by leveraging the full pricing flexibility of the EL system.

Similarly, the WB direction also reached its ceiling of \$8.0 for both quarters. The visual comparison highlights a consistent pattern that Non-FasTrak users pay significantly higher tolls, both on average and at peak rates, compared to FasTrak users which highlights the cost advantage of using FasTrak, especially during peak toll periods.

Figure 7 – Quarterly Posted Toll Rate Summary for Weekdays





4. CUSTOMER SERVICE OPERATIONS

4.1 CUSTOMER CONTACT BY PHONE

Figure 8 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.

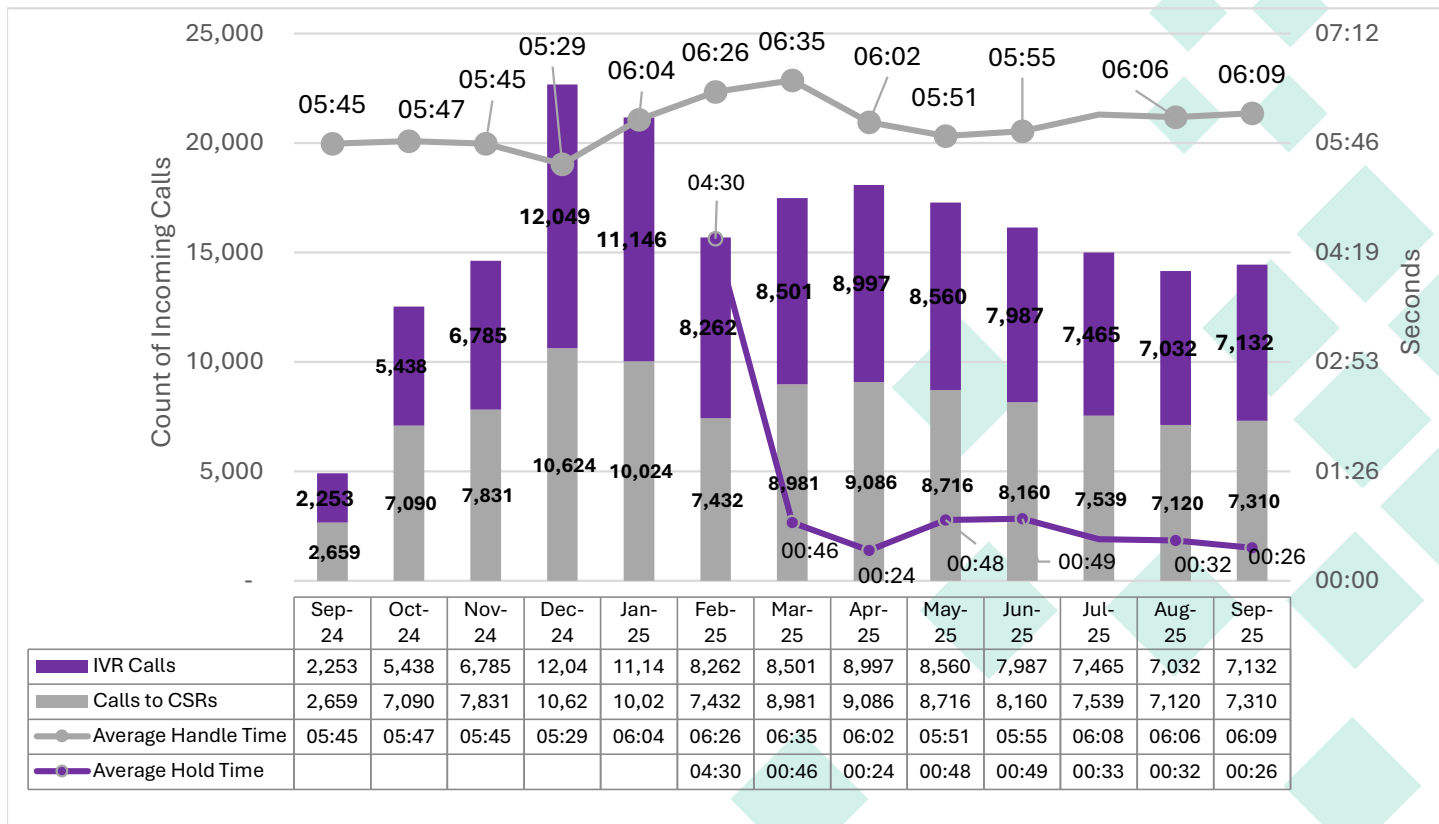
The total number of incoming calls has continued to decline from the peak in December, declining 15% in Q1 (Jul-Sep), compared to the previous quarter Q4 (Apr-Jun).

In Q4(Apr-Jun), 53% 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 increased in this quarter, with the average handle time increased by 12 seconds. The increase reflects impacts due to summer staffing and turnover. The average hold time improved by an average of 10 seconds.

It should be noted that while the call center 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 8 – Monthly Incoming Calls by SBCTA Customers



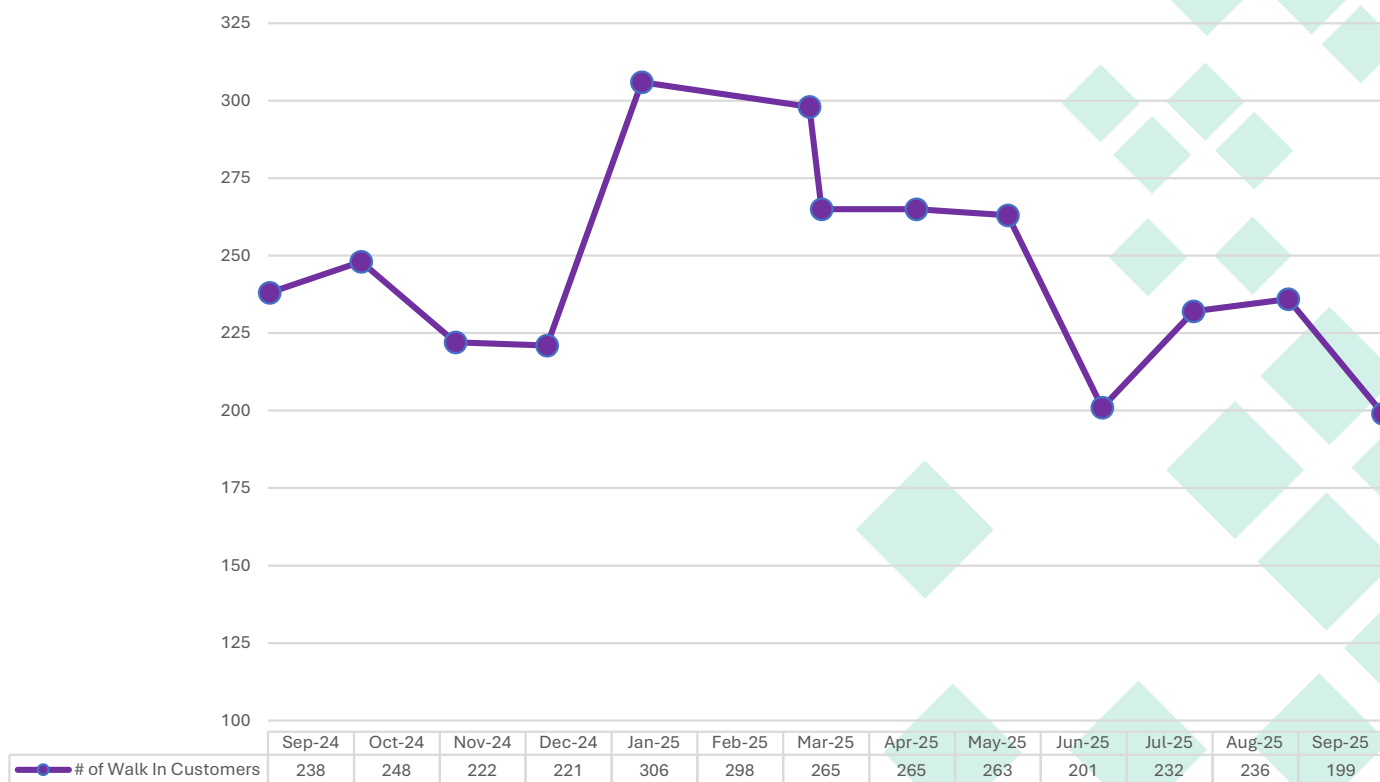


4.2 CUSTOMER WALK-IN VISITS

Figure 9 indicates I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. For Q1(Jul-Sep), 682 customers used the San Bernardino Walk-In Center (WIC), a 9% decline from 747 customers in the previous quarter. This decline represents an impact of summer volumes.

Since inception of the program, customers are almost exclusively using the Walk-In Center located in Rancho Cucamonga City Hall, which is open from Monday through Thursday from 7:00 AM to 4:30 PM. Over the quarter, only 15 customers used the Irvine Walk-In Center to inquire about the I-10 EL. Only 69 customers have used the Irvine Walk-In Center since inception in July 2024.

Figure 9 – Monthly Walk-In Center Customers





4.3 VIOLATION NOTICES AND CA DMV HOLDS

Figure 10 depicts the total number of violation notices mailed and CA DMV holds placed.

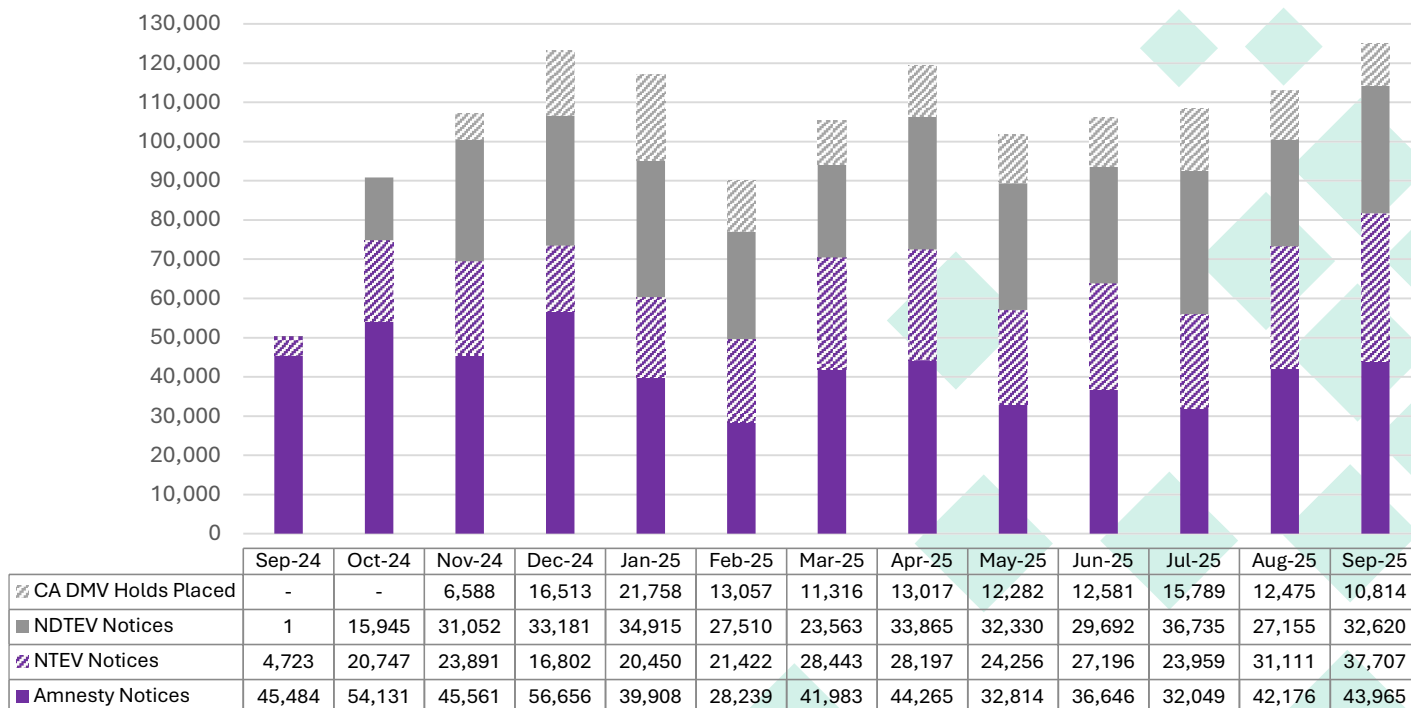
Amnesty Notices are mailed to a customer who has not previously violated on the EL. A Notice of Toll Evasion (NTEV) is mailed to customers with a new violation who have previously had a violation on the EL. A Notice of Delinquent Toll Evasion Violation (NDTEV) is sent to customers who have not paid or 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 Q1 increased by 6%, compared to the previous quarter. The largest portion of the increase, a 9%

increase in Amnesty and NTEV notices, are slightly higher than a 5% increase in Image-Based Trips for the quarter. This is an expected variation based on fluctuations in trips per notice. The 1% increase in NDTEV Notices issued in Q1, compared to Q4, is a direct correlation to the increases in Amnesty and NTEV notices issued during August and September, netted against the decline in July.

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 13,300 holds per month for the last eight months.

Figure 10 – Monthly Total Number of Violation Notices Mailed and CA DMV Holds Placed





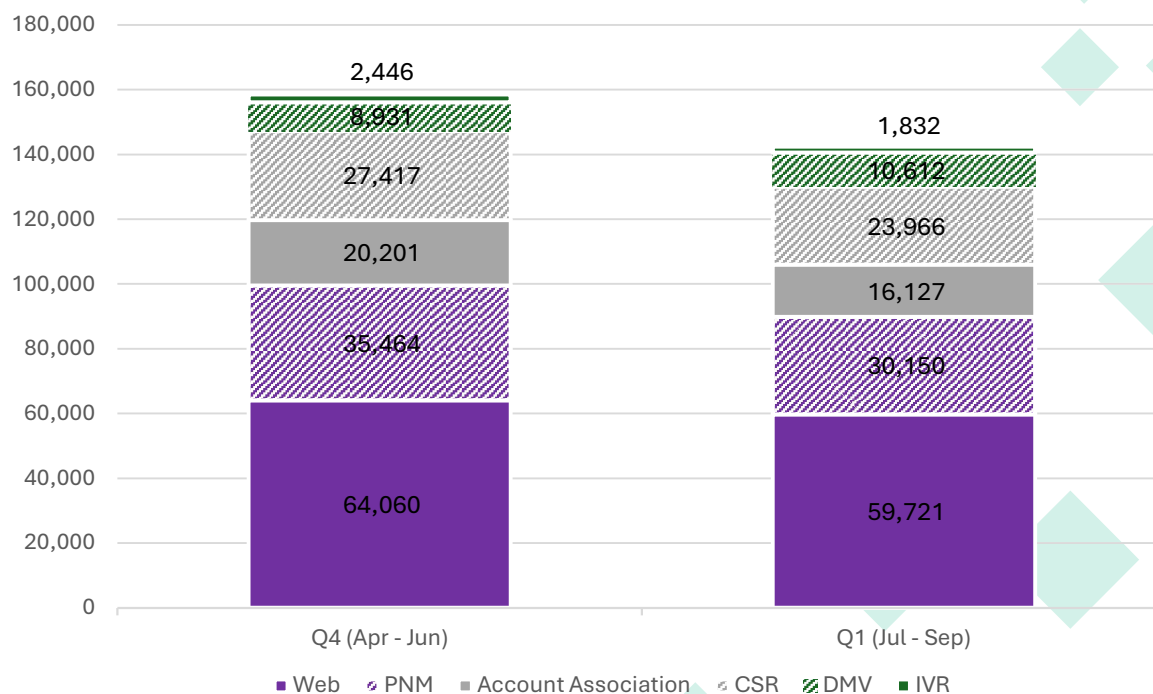
4.4 NON-FASTRAK PAYMENTS BY CHANNEL

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 IVR system or through speaking with a CSR. Lastly, the customer may notify us that they have an existing account, and tolls should be associated to that payment account (**Account Association**).

Collections from the **DMV** began in June 2025.

Figure 11 provides the count of payments, by channel, over the last two quarters. The results show that most customers choose to pay electronically, choosing to pay over the web or PNM service. During this period, 95% 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 11 – Quarterly Non-FasTrak Payments by Channel





4.6 EQUITY

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

Figure 12 demonstrates the number of customers that received the \$20 low-income benefit since launch of the equity programs. There have been 67 low-income accounts opened since the opening of the EL. In Q1(Jul-Sep), there were 15 new customers approved for the program, a slight

decline from 16 in the previous quarter.

Figure 13 depicts the number of toll-free trips taken under the Disabled Veteran Discount Program. Trips increased 5% from Q4(Apr-Jun) and are consistent with the positive trendline.

Figure 12 – Monthly Low Income Promotions

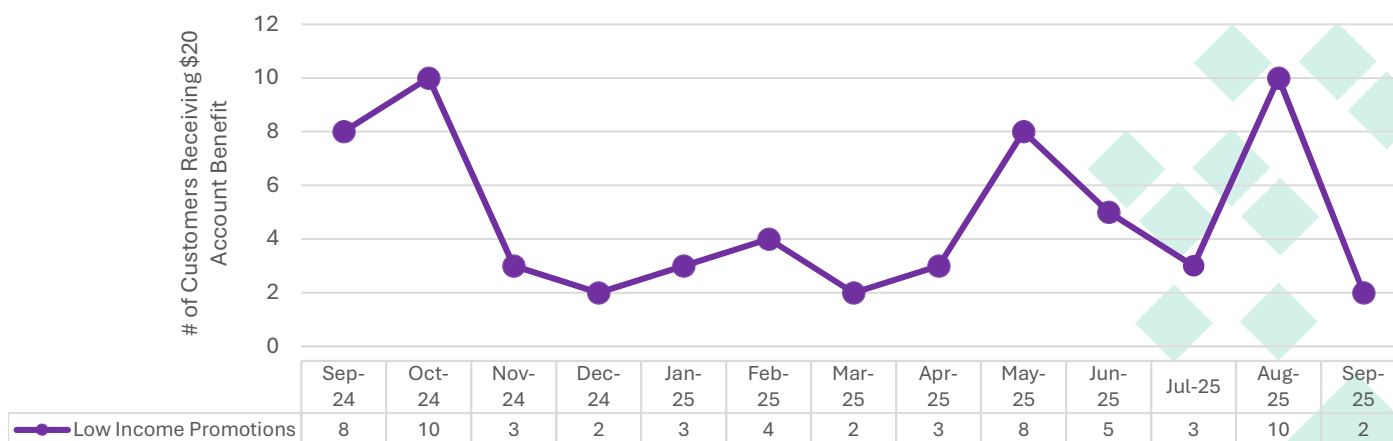
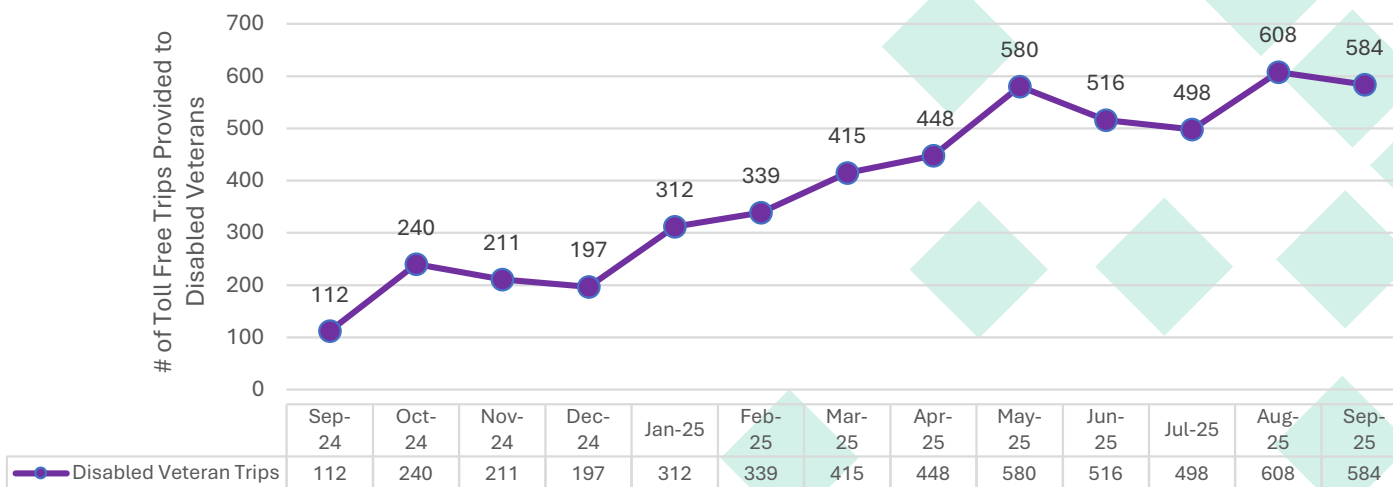


Figure 13 – Monthly Disabled Veteran Trips





5. FINANCIAL PERFORMANCE

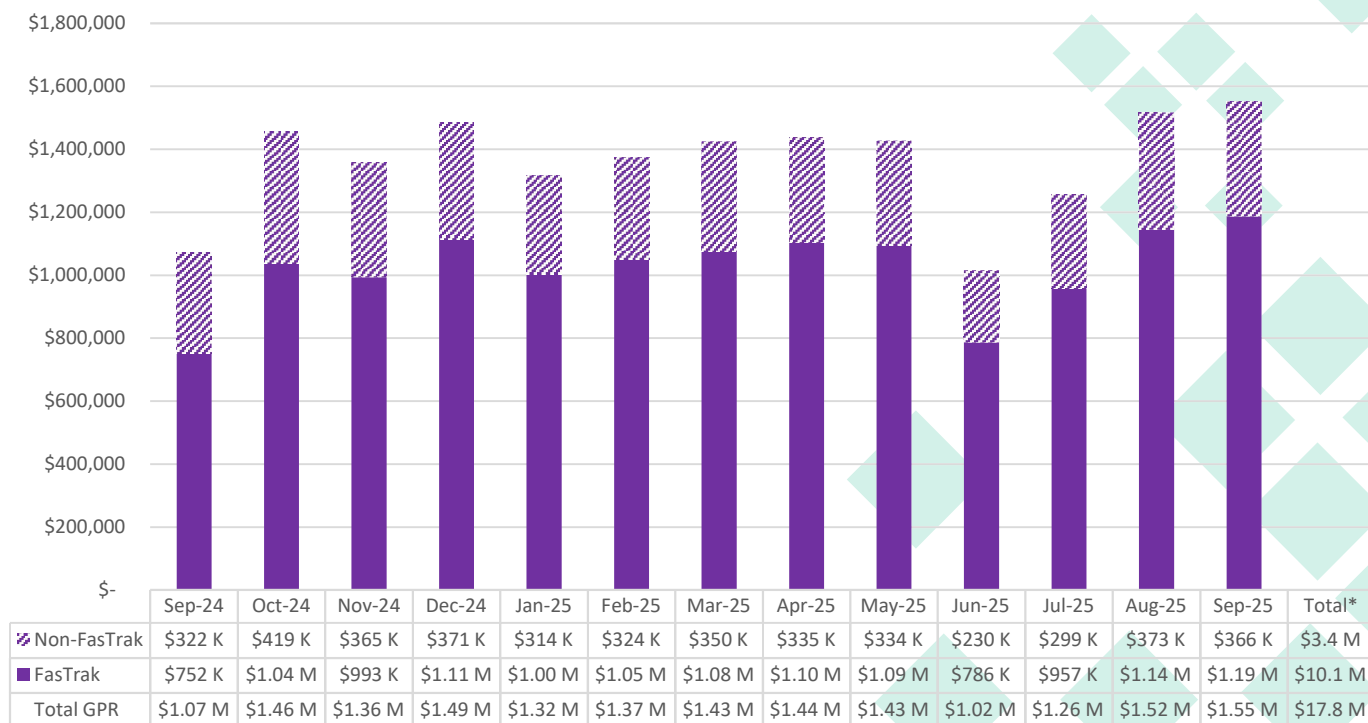
5.1 REVENUE

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 14 reflects that GPR (total FasTrak and Non-FasTrak) of \$1.55 million (FasTrak: \$1.19M + Non-FasTrak: \$366K) for the month of September 2025 is 44% (\$479K) greater than September 2024 GPR of \$1.07 million. The total GPR of \$17.8 million include the \$1.69 million of toll accounts receivable shown in Figure 16.

Figure 14 – Monthly Gross Potential Revenue over months by FasTrak and Non-FasTrak (by Trip Date)



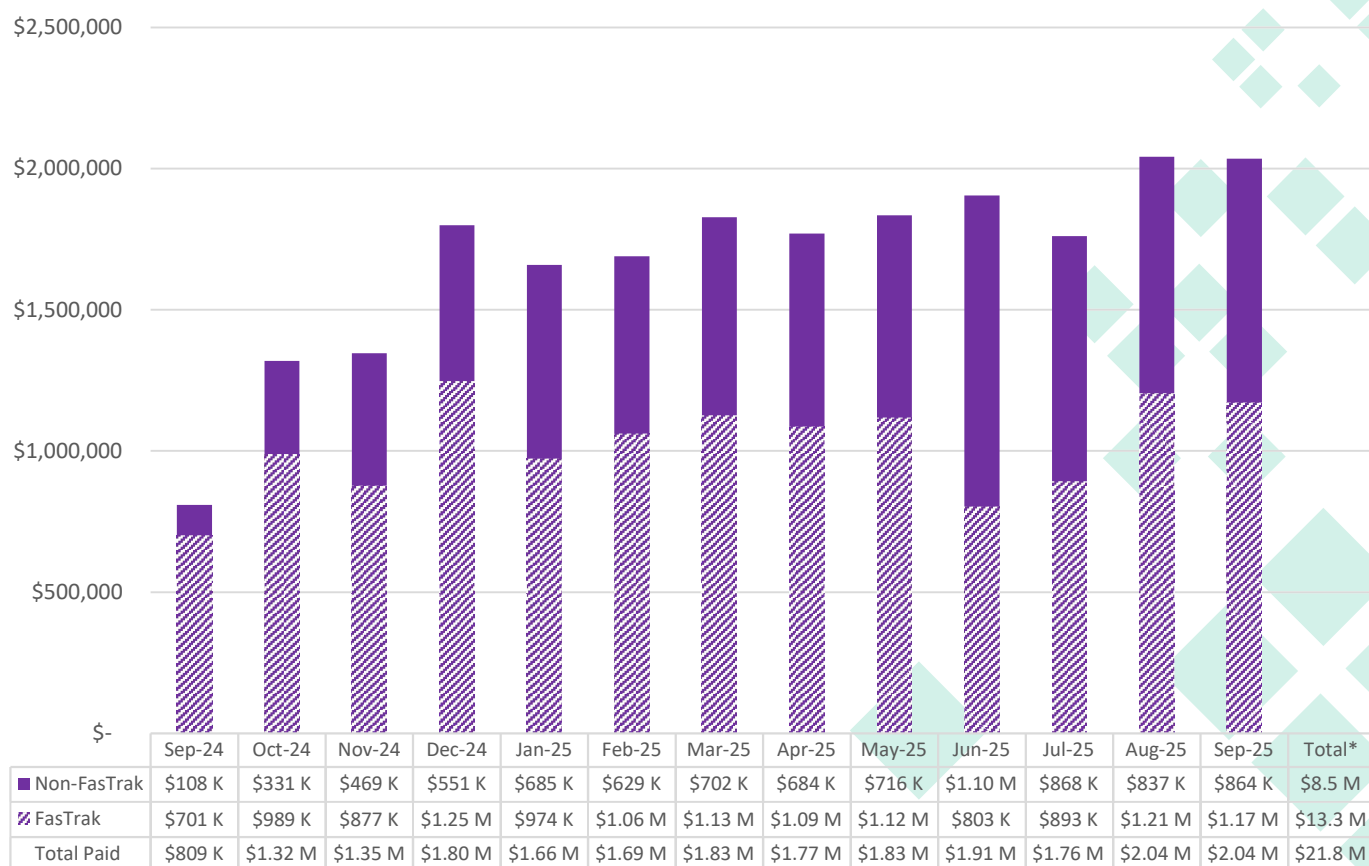
*Total for 13 months



Figure 15 reflects actual toll, fee and penalty revenue, which is comprised of payments received from customers and posted to accounts. Inception-to-date, Actual Revenue of \$21.8 million exceeds Gross Potential Revenue of \$17.8 million 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.

Figure 15 – Monthly Paid Revenue over months by FasTrak and Non-FasTrak (by Payment Posting Date)



*Total for 13 months



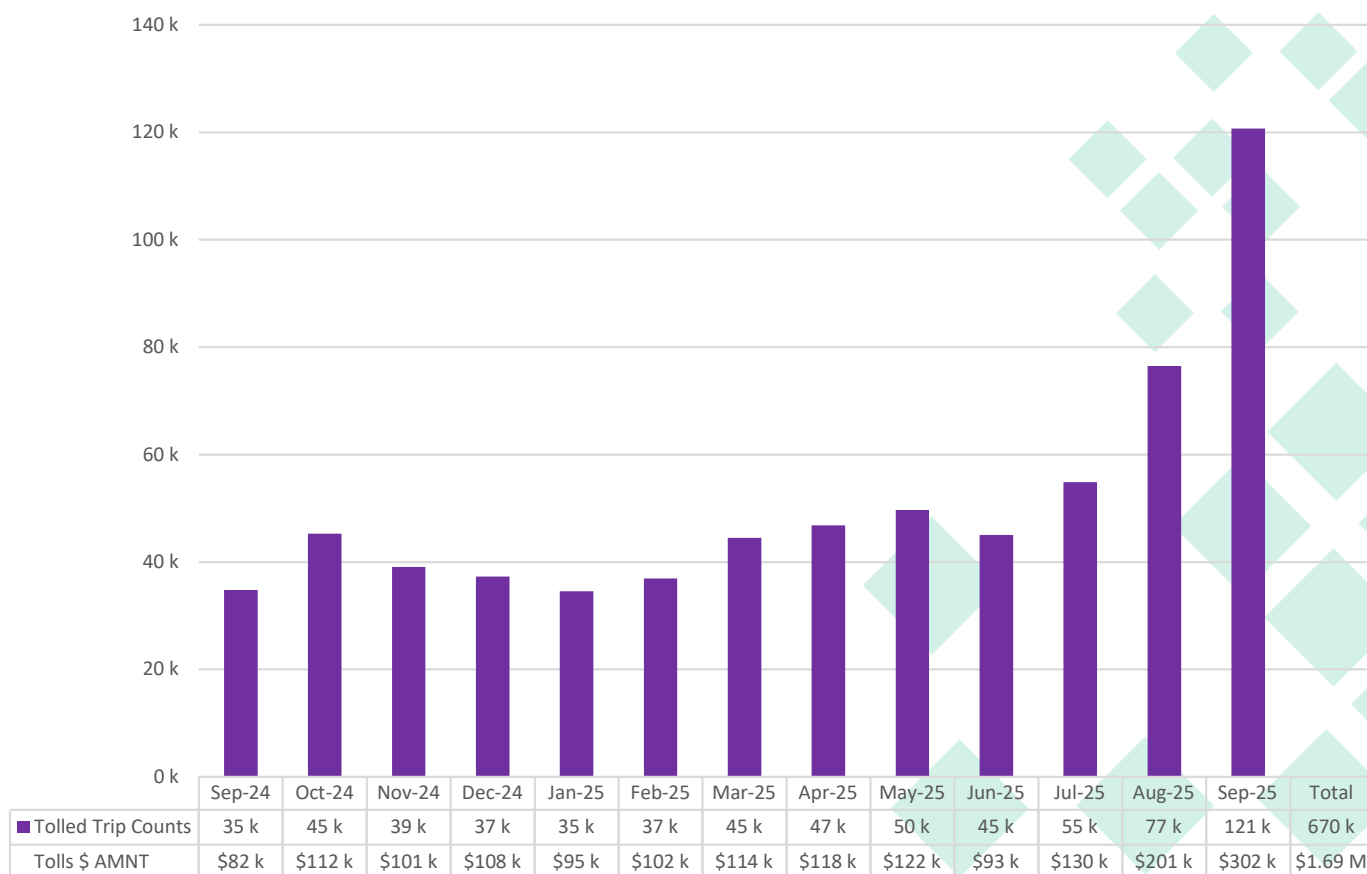
5.2 ACCOUNTS RECEIVABLE

Accounts receivable is comprised of unpaid tolls. **Figure 16** present the trip counts and amounts receivable from different violation categories. The "Not Noticed" category is comprised of trips that were sent to the CSC for billing, but no violation notice has been mailed. It should be noted that the amounts receivable in the "Not Noticed" category do not include violation fees

and penalties. Amounts receivable in all other categories are inclusive of penalties.

Unpaid tolls include trips that have not been noticed; there is no penalty associated with trips that have not been noticed. As of the end of September 2025, tolls accounts receivable is \$1.69 million which is included in the GPR in Figure 14.

Figure 16 – Monthly Uncollected Trips



Minute Action

AGENDA ITEM: 4

Date: *November 13, 2025*

Subject:

2026 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:

Approve the 2026 Board of Directors Metro Valley Study Session meeting schedule.

Background:

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

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

A proposed 2026 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed meeting schedule conforms to the second Thursday of each month, the week following the Board of Directors meeting, except as noted.

The proposed 2026 MVSS meeting dates are as follows:

January 15, 2026*

February 12, 2026

March 12, 2026

April 9, 2026

May 14, 2026

June 11, 2026

July 9, 2026 **(DARK)**

August 13, 2026

September 10, 2026

October 15, 2026*

November 12, 2026

December 10, 2026

**This date falls on the 3rd Thursday of the month.*

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

November 13, 2025

Page 2

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Ashley Izard, Deputy Clerk of the Board

SBCTA / SBCOG 2026 Master Calendar

~ January 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This meeting falls on the 3 rd Thursday of the month.				1 SCAG Regional Council (cancelled) New Year's Holiday	2	3
4	5	6	7 Board Orthodox Christmas	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee Orthodox New Year	15 *Transit Committee *Metro Valley Study Session	16 Mt/Desert Policy Committee	17
18	19 Martin Luther King Jr. Holiday	20	21 LAFCO Hearing League of CA Cities New Mayors & Council Members Academy	22 League of CA Cities New Mayors & Council Members Academy	23 League of CA Cities New Mayors & Council Members Academy	24
25	26	27	28	29	30	31

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

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ February 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session	13	14
15	16 Presidents' Day Holiday	17	18 LAFCO Hearing Ramadan	19 Ramadan	20 Mt/Desert Policy Committee Ramadan	21 NACo Legislative Conference Ramadan
22 NACo Legislative Conference Ramadan	23 NACo Legislative Conference Ramadan	24 NACo Legislative Conference Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ March 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ramadan	2 Ramadan	3 Ramadan	4 Board Ramadan	5 SCAG Regional Council Ramadan	6 Ramadan	7 Ramadan
8 Daylight Savings Time Begins Ramadan	9 Ramadan	10 Ramadan	11 General Policy Committee Legislative Policy Committee Ramadan	12 Transit Committee Metro Valley Study Session Ramadan	13 Ramadan	14 Ramadan
15 Laylat al-Qadr Ramadan	16 Ramadan	17 Ramadan	18 LAFCO Hearing Ramadan	19 Ramadan	20 Mt/Desert Policy Committee	21 Ramadan
22 Ramadan	23 Ramadan	24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan
29 Ramadan	30 Ramadan	31 Ramadan				

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ April 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 City/County Manager's TAC SCAG Regional Council Passover	3 Good Friday Passover	4 Passover
5 Easter Passover	6 Passover	7 Passover	8 General Policy Committee Legislative Policy Committee Passover	9 Transit Committee Metro Valley Study Session Passover	10	11
12	13	14	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24	25
26	27	28	29	30		

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ May 2026 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
*City/County Conference will begin the afternoon of October 14 th					1	2
3	4	5	6 Board	7 SCAG Regional Council SCAG General Assembly	8 SCAG General Assembly	9
10	11	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session *City/County Conference	15 Mt/Desert Policy Committee City/County Conference	16
17	18	19	20 LAFCO Hearing	21 Shavuot (begins sunset)	22 Shavuot	23 Shavuot (ends nightfall)
24	25 Memorial Day Holiday	26 Eid al-Adha	27 Eid al-Adha	28	29	30
31						

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ June 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 City/County Manager's TAC SCAG Regional Council US Conference of Mayors	5 US Conference of Mayors	6 US Conference of Mayors
7 US Conference of Mayors	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session	12 *Mt/Desert Policy Committee	13
14	15	16	17 LAFCO Hearing Muharram	18	19 Juneteenth Holiday	20
21	22	23	24	25	26	27
28	29	30	NOTES: *This meeting will be held on the 2 nd Friday due to Holiday.			

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ July 2026~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No policy committee meetings.			1 Board	2 SCAG Regional Council	3 Independence Day (Observed)	4 Independence Day Holiday
5	6	7	8 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	9 *Transit Committee (DARK) *Metro Valley Study Session (DARK)	10	11
12	13	14	15 LAFCO Hearing	16	17 *Mt/Desert Policy Committee (DARK) NACo Annual Meeting	18 NACo Annual Meeting
19	20	21	22	23	24	25
NACo Annual Meeting	NACo Annual Meeting					
26	27	28	29	30	31	

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ August 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No Board Meeting.						1
2	3	4	5 *Board (DARK)	6 City/County Manager's TAC SCAG Regional Council (DARK)	7	8
9	10	11	12 General Policy Committee Legislative Policy Committee	13 Transit Committee Metro Valley Study Session	14	15
16	17	18	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24	25	26 Prophet Muhammad's Birthday	27	28	29
30	31					

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ September 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4 Janmashtami	5
6	7 Labor Day Holiday	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session	11 Rosh Hashanah (Start)	12 Rosh Hashanah (Cont.)
13 Rosh Hashanah (Ends)	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21 Yom Kippur	22	23 League of CA Cities Annual Conference	24 League of CA Cities Annual Conference	25 League of CA Cities Annual Conference Sukkot	26 Sukkot
27 Sukkot	28 Sukkot	29 Sukkot	30 Sukkot			

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

SBCTA / SBCOG 2026 Master Calendar

~ October 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
*This meeting falls on the 3 rd Thursday of the month.				1 City/County Manager's TAC SCAG Regional Council Sukkot	2 Mobility 21 Summit Shemini Atzeret Sukkot	3 Shemini Atzeret Simchat Torah
4	5	6	7 Board	8	9	10
11	12 Columbus Day	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session	16 Mt/Desert Policy Committee	17
18	19	20	21 LAFCO Hearing	22	23	24
25	26	27	28	29	30	31 Halloween

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ November 2026 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Daylight Savings Time Ends	2	3	4 Board	5 SCAG Regional Council	6	7
8 Diwali	9	10	11 *Legislative Policy Committee (Cancelled) Veteran's Day Holiday	12 **General Policy Committee Transit Committee Metro Valley Study Session	13 ***Mt/Desert Policy Committee	14
15	16	17	18 LAFCO Hearing	19	20	21
22	23	24	25	26 Thanksgiving Day Holiday	27 Thanksgiving Day After	28
29	30 CSAC Annual Meeting	NOTES: *Legislative Policy Committee meeting cancelled due to conflict with Holiday. **General Policy Committee meeting moved to the 2 nd Thursday due to conflict with Holiday. ***Mountain/Desert Policy Committee meeting moved to the 2 nd Friday due to Holidays.				

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

SBCTA / SBCOG 2026 Master Calendar

~ December 2026~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This meeting will be held on the 2 nd Friday due to Holidays.		1	2	3	4	5
		CSAC Annual Meeting	Board CSAC Annual Meeting	City/County Manager's TAC SCAG Regional Council CSAC Annual Meeting	CSAC Annual Meeting Hanukkah	Hanukkah
6	7	8	9	10	11	12
Hanukkah	Hanukkah	Hanukkah	General Policy Committee Legislative Policy Committee Hanukkah	Transit Committee Metro Valley Study Session Hanukkah	*Mt/Desert Policy Committee Hanukkah	Hanukkah
13	14	15	16	17	18	19
			LAFCO Hearing			
20	21	22	23	24	25	26
				Christmas Eve Holiday	Christmas Day Holiday	Kwanzaa
27	28	29	30	31		
Kwanzaa	Kwanzaa	Kwanzaa	Kwanzaa	New Year's Eve Holiday Kwanzaa		

Attachment: 2026 Master Meeting Calendar - PDF (11923 : 2026 MVSS Meeting Schedule)

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

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Minute Action

AGENDA ITEM: 5

Date: *November 13, 2025*

Subject:

Progress Briefing Report through September 2025

Recommendation:

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

Background:

The Major Projects Status Report for the period through September 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. State Route (SR) 210 Waterman Avenue Project:

This project involved the widening of the eastbound on-ramp from one to two lanes and converting one northbound and one southbound through lanes into left turn lanes. The California Department of Transportation (Caltrans) will be beginning construction on a separate project to improve the westbound off-ramp in January 2026. Both projects will enhance local traffic flow on Waterman Avenue and improve freeway access for the area.

In July 2022, the SBCTA Board of Directors (Board) awarded a design contract for final design, environmental studies, and design support for construction. The environmental document was approved, and an exception notice was granted in July 2023. Final Design was approved by Caltrans in April 2024. The project was advertised for construction in July 2024, began construction in November 2024, and is expected to be completed by the end of November 2025. A Public Outreach program is in place and will be maintained throughout the construction phases. This \$10.165 million project is funded by a combination of Measure I funds and City of San Bernardino Developer Impact Fees.

2. US-395 Phase 2 Freight Mobility and Safety Project:

US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The first segment (US 395 Phase 1 Widening) between SR 18 and Chamberlaine Way was completed and opened for beneficial use in 2020. This “gap closure”, (US 395 Phase 2 Widening Project) between Interstate 15 (I-15) and SR 18 is the second of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

The Project will widen US 395 from two lanes to four lanes, with a continuous median between I-15 and SR 18 (Palmdale Road), a distance of approximately seven miles. It will be a collaborative effort by SBCTA and Caltrans to close a critical gap on the US 395 in the Victor Valley area. A design contract was awarded at the July 6, 2022 Board meeting. A Cooperative Agreement between SBCTA and Caltrans was executed on September 8, 2023, making SBCTA the lead agency for design and right-of-way (ROW) efforts with Caltrans providing oversight services at no cost to SBCTA. A ROW contract was awarded at the May 3, 2023 Board meeting.

Entity: San Bernardino County Transportation Authority

A construction management services contract was awarded at the October 2, 2024 Board meeting.

Final design and ROW Certification was completed in May 5, 2025, and at the May 15-16, 2025 California Transportation Commission (CTC) meeting, the CTC allocated \$30 million in Trade Corridor Enhancement Program (TCEP) funds. The project was advertised for construction in August 2025, with a construction contract anticipated to be awarded at the November 5, 2025 Board meeting. Construction is anticipated to begin in late January 2026 and is anticipated to take approximately two and one-half years to complete. A Public Outreach program is in place and will be maintained during the construction phases. This \$102.283 million project is funded by a combination of Federal, State, and Measure I funds.

3. Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2:

The I-10 Corridor Freight and Express Lanes Project – Contract 2 will add auxiliary lanes to improve freight corridor movement and add a single express lane from I-15, in the City of Ontario, to Pepper Avenue, in the City of Colton. The Environmental Document for the project was approved in May 2017. The project was awarded \$75 million in TCEP funds in 2023 by the CTC and \$7 million in Congestion Mitigation and Air Quality/Surface Transportation Block Grant funds in June 2024 by Southern California Association of Governments. In order to expedite project delivery, the project was delivered in two segments: Segment 2A: from I-15 to Sierra Avenue and Segment 2B: from Sierra Avenue to Pepper Avenue.

Final Geometric Approval Drawings for both segments were approved by Caltrans on May 20, 2024. Final design and ROW certification for Contract 2A was completed in June 2025, and at the June 26-27, 2025 CTC meeting, the CTC allocated \$87,731 million in TCEP funds. Contract 2A was advertised for construction in September 2025 with a bid opening date on November 18, 2025. Final design approval and ROW certification for Contract 2B is targeted in December 2025 and is anticipated to be advertised in spring 2026. A Public Outreach program has been developed and will be maintained during the construction phases. This \$980 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:

Khalid Bazmi, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 13, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: *November 13, 2025*

Subject:

Interstate 10 Corridor Freight and Express Lanes - Contract 2B: Temporary Encroachment Agreement and Construction Cooperative Agreement

Recommendation:

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

A. Approve Temporary Encroachment Agreement No. 26-1003382 between Union Pacific Railroad (UPRR) and SBCTA for the Interstate 10 (I-10) Corridor Freight and Express Lanes - Contract 2B Project in the amount of \$303,110, which is comprised of not-to-exceed \$253,110 for the Temporary Construction Easements and \$50,000 for UPRR project management and construction management costs, to be funded with Measure I Valley Freeway Program funds. UPRR's project management and construction management costs may be recalculated and adjusted by UPRR if SBCTA does not commence construction on the portion of the Project located on the UPRR's property within six months.

B. Authorize the Executive Director, or her designee, to negotiate, finalize, and execute Agreement No. 26-1003418 with the California Department of Transportation (Caltrans) for the construction phase of the I-10 Corridor Freight and Express Lanes Project – Contract 2B, in a not-to-exceed amount of \$7,222,000, to be paid with \$6,992,000 in Federal funds that Caltrans will access directly for oversight work and \$230,000 in Measure I Valley Freeway Program funds for Department Furnished Materials, subject to approval as to form by SBCTA General Counsel.

Background:

The Interstate 10 (I-10) Corridor Freight and Express Lane Project – Contract 2 (Project) is the second phase of the San Bernardino County Transportation Authority (SBCTA) I-10 Corridor Express Lanes Program. The Project will include a single express lane in each direction from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton, connecting to the recently opened I-10 Corridor Contract 1 Express Lanes in the vicinity of I-15. To expedite project delivery, the Project will be divided into two construction contracts: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue. Contract 2A is currently in construction bidding phase while Contract 2B is currently in its 100% design phase with a target for design approval and right-of-way certification in December 2025.

Recommendation A:

On March 1, 2023, the SBCTA Board of Directors (Board) authorized staff to complete appraisals of properties and to make offers of Just Compensation to property owners for the acquisition of property necessary for the Project and authorized the Director of Project Delivery to add or remove parcels, as deemed necessary. Included in the authorization were Temporary Construction Easements (TCE) within the railroad right-of-way.

Entity: San Bernardino County Transportation Authority

Staff received the draft Temporary Encroachment Agreement (TEA) No. 26-1003382 from Union Pacific Railroad (UPRR), requesting compensation of \$253,110 for the TCEs for a three-year term and an estimate of \$50,000 for work to be performed by UPRR.

The TEA prescribes that the amount of \$50,000, at SBCTA's sole cost and expense, is only an estimate of UPRR project management and construction management costs, and that UPRR will be reimbursed for actual costs incurred. The TEA also provides that UPRR may recalculate and update the estimate, which will be submitted to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the railroad's property within six months from the date of the estimate.

Staff is recommending that the Board approve the TEA, which is a part of the requirements for right-of-way certification for the Project.

Recommendation B:

In anticipation of Contract 2B construction in summer 2026, a Construction Cooperative Agreement between SBCTA and the California Department of Transportation (Caltrans) is required prior to its Ready-to-List milestone. Cooperative Agreement No. 26-1003418 is a standard Caltrans agreement to define the roles and responsibilities between both agencies for the construction phase of the Project. Under this agreement, SBCTA will lead the project delivery efforts in the construction phase while Caltrans will perform oversight. Since this Project is revenue-generating, reimbursement for Caltrans' oversight effort is required, as described within the agreement. The Caltrans oversight effort in the agreement is estimated at a not-to-exceed amount of \$6,992,000 for the construction phase. This work will be funded with Federal Surface Transportation Block Grant Program funds that Caltrans will access directly and will not flow through the SBCTA Budget. The agreement also specifies that SBCTA as the Local Agency will be responsible for Project funding, including Measure I Valley Freeway and other State and Federal funds in the amount of \$413,292,000. Of this, \$230,000 will be paid to Caltrans with Measure I Valley Freeway Program funds for Department Furnished Materials.

Negotiation with Caltrans on the final form of the agreement is on-going, and staff is recommending that the Board authorize the Executive Director, or her designee, to negotiate, finalize, and execute the Cooperative Agreement, subject to approval as to form by SBCTA General Counsel.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds, State Transportation Improvement Program funds, Federal Surface Transportation Block Grant Program funds, in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

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 with UPRR.

Responsible Staff:

Heng Chow, Project Manager

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Project: 0786242

TEMPORARY ENCROACHMENT AGREEMENT

Alhambra Subdivision, Mile Post 535.68 to 537.11
 Rialto, San Bernardino County, California

THIS AGREEMENT is entered into as of the ____ day of _____, 20____ (“Effective Date”) between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the “Railroad or Licenser”), and the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, whose address is 1170 West Third Street, Second Floor, San Bernardino County, California 92410 (hereinafter “Licensee”).

RECITALS:

Licensee desires to undertake as its project the temporary maintenance and use of an encroachment to construct a retaining wall outside of the Railroad’s right of way (hereinafter the “Project”) located between Mile Post 535.68 to 537.11 on the Railroad’s right of way or premises on the Alhambra Subdivision in Rialto, San Bernardino County, California, as located and described in the attached **Exhibit A** and **Exhibit A-1** Survey Prints (hereinafter the “Temporary Encroachment Area”).

AGREEMENT:

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

Article 1. RAILROAD GRANTS RIGHT.

For and in consideration of **Two Hundred Fifty-Three Thousand One Hundred Ten Dollars (\$253,110.00)** to be paid by the Licensee to the Licenser upon the execution of this Agreement, and in further consideration of the Licensee’s agreement to perform and abide by the terms of this Agreement, including **Exhibit B**, attached hereto and hereby made a part hereof, the Railroad hereby grants to Licensee a Temporary Encroachment Area on the Railroad’s property as shown on **Exhibit A** and **Exhibit A-1**. The Licensee’s use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Licensee and its contractors to comply with such provisions. The Temporary Encroachment Area granted herein shall commence as of the Effective Date of this Agreement and continue for three (3) years, or until the project has been completed, whichever occurs earlier.

Article 2. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term “Contractor” shall mean the contractor or contractors hired by the Licensee to perform any Project work on any portion of the Railroad’s property and shall also include the Contractor’s subcontractors and the Contractor’s and subcontractor’s respective employees, officers and agents, and others acting under its or their authority.

Article 3. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Project area or premises and any subsequent maintenance and repair work, the Licensee shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor’s Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Licensee confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
 Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, Mail Stop 1690
 Omaha, NE 68179-1690
 UP Project No. 0786242

D. If the Licensee’s own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Article 4. FEDERAL AID POLICY GUIDE

If the Licensee will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Article 5. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Licensee agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Article 6. WORK TO BE PERFORMED BY THE RAILROAD.

A. The work to be performed by the Railroad, at the Licensee's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated June 17, 2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Fifty Thousand Dollars (\$50,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Licensee acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Licensee or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Licensee or the Contractor as determined by the Railroad and the Licensee. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Licensee agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Licensee during the Project and final billing to the Licensee within one hundred eighty (180) days after receiving written notice from the Licensee that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Licensee.

E. The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of the Project.

F. The Licensee agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Article 7. CONDITIONS TO BE MET BEFORE
LICENSEE CAN COMMENCE WORK**

Neither the Licensee nor the Contractor may commence any work within the Project Area or on any other Railroad property until:

- (i) The Railroad and Licensee have executed this Agreement.
- (ii) The Railroad has provided to the Licensee Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Article 8. EFFECTIVE DATE; TERM.

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force for three (3) years.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Licensee in the event the Licensee does not commence construction on the portion of the Project or use the Project area located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Licensee shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Name: _____
Title: _____

Name: Rick Denison
Title: President, Board of Directors

APPROVED AS TO FORM:

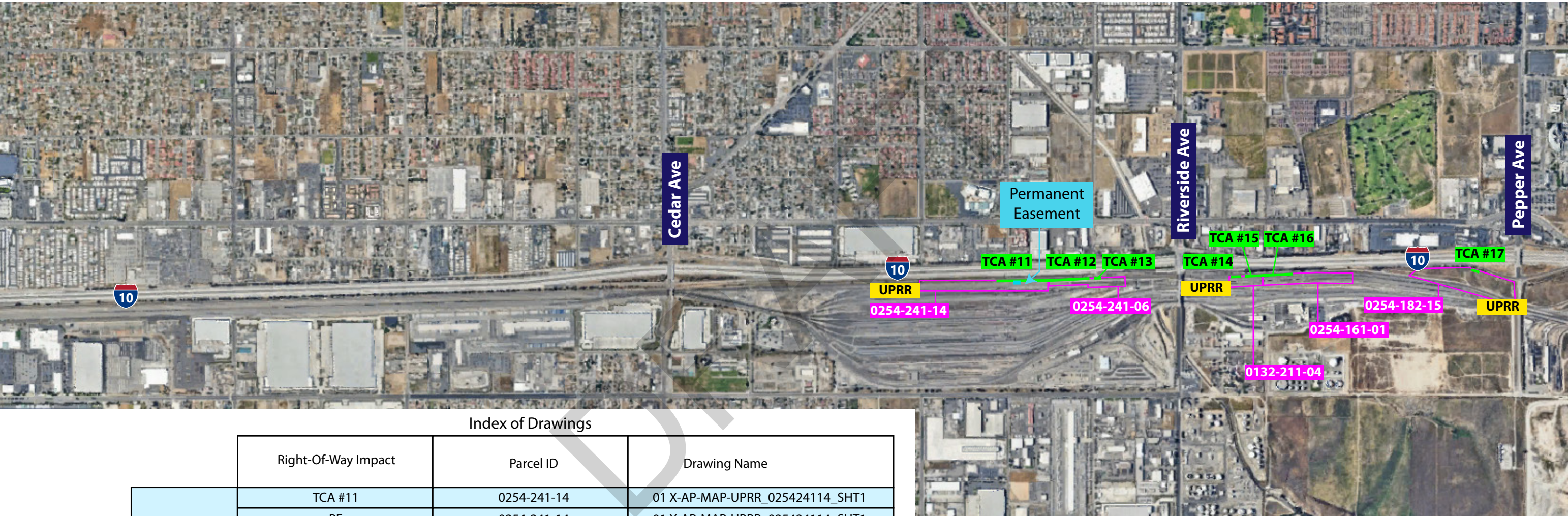
Name: Julianna K. Tillquist
Title: SBCTA General Counsel

Attachment: 26-1003382 - PDF (11984 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

EXHIBIT A

Survey Print

DRAFT



Index of Drawings

	Right-Of-Way Impact	Parcel ID	Drawing Name
Appraisal Report Parcel 6	TCA #11	0254-241-14	01 X-AP-MAP-UPRR_025424114_SHT1
	PE	0254-241-14	01 X-AP-MAP-UPRR_025424114_SHT1
	TCA #12	0254-241-06	02 X-AP-MAP-UPRR_025424106_SHT1
	TCA #13	0254-241-06	02 X-AP-MAP-UPRR_025424106_SHT1
Appraisal Report Parcel 7	TCA #14	0132-211-04	03 X-AP-MAP-UPRR_013221104_SHT1
	TCA #15	0132-211-04	03 X-AP-MAP-UPRR_013221104_SHT1
	TCA #16	0254-161-01	04 X-AP-MAP-UPRR_025416101_SHT1
Appraisal Report Parcel 8	TCA #17	0254-182-15	05 X-AP-MAP-UPRR_025418215_SHT1

Locations are approximate.



Legend:

Temporary Construction Area (TCA)

Parcel Boundary

Permanent Easement

Prepared By:



Date Prepared:

02.03.2025

EXHIBIT A-1

DRAFT



Packet Pg. 67

Packet Pg. 68

Packet Pg. 69

Packet Pg. 70

EXHIBIT B

DRAFT

EXHIBIT B**SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

(a) The rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of the Licensors to use and maintain its entire railroad right of way, and are also subject to the right and power of the Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Licensors without liability to the Licensee or to any other party for compensation or damages.

(b) The Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of said right of way, and others) and the right of the Licensors to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

(c) It is expressly stipulated that the Temporary Encroachment Area is to be a strictly private one and is not intended for public use. The Licensee, without expense to the Licensors, will take any and all necessary action to preserve the private character of the Temporary Encroachment Area and prevent its use as a public road.

SECTION 2. MAINTENANCE AND USE.

(a) The Licensee, at its own expense, shall maintain the Temporary Encroachment Area and shall keep the rail flangeways clear of obstructions.

(b) The Licensee shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Licensors or other appurtenances shown on Exhibit "A" and "A-1". The Licensee shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Licensors, by law, or by any public authority having jurisdiction. The Licensee shall control vegetation along the right of way on each side of the crossing so that the Licensee's line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by the Licensee on the right of way shall be done to the satisfaction of the Licensors.

(c) The Licensee shall keep any gate affording access to the Temporary Encroachment Area closed and locked at all times except during the time of actual passage through it onto or from the Temporary Encroachment Area. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Licensors' railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Licensors' property.

SECTION 3. MODIFICATION OR RELOCATION OF TEMPORARY ENCROACHMENT AREA.

Whenever the Licensors deem it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Temporary Encroachment Area:

- (1) the Licensor shall, at the sole expense of the Licensee, modify or move the Temporary Encroachment Area, and the appurtenances thereto.

All the terms of this agreement shall govern the continued maintenance and use of the Temporary Encroachment Area as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

The Licensee assumes the risk of and shall indemnify and hold harmless the Licensor and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of the Licensee and damage to the roadbed, tracks, equipment or other property of or in the custody of the Licensor and such other railroad companies, as well as other property); or (3) the Licensee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

- (a) the construction of the Temporary Encroachment Area;
- (b) any work done by the Licensee on or in connection with the Temporary Encroachment Area;
- (c) the use of said Temporary Encroachment Area by the Licensee, or the officers, agents, employees, patrons or invitees of the Licensee, or by any other person;
- (d) the use of said Temporary Encroachment Area by the Licensee's successors or assigns or the officers, agents, employees, patrons or invitees of the Licensee's successors or

assigns until the Licensee either complies with the provisions of Section 8 or terminates the agreement as provided in Section 6; or

(e) the breach of any covenant or obligation assumed by or imposed on the Licensee pursuant to this agreement, or the failure of the Licensee to promptly and fully do any act or work for which the Licensee is responsible pursuant to this agreement; regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Licensor, its officers, agents or employees.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this agreement and all rights of the Licensee hereunder. A waiver by the Licensor of a breach by the Licensee of any covenant or condition of this agreement shall not impair the right of the Licensor to avail itself of any subsequent breach thereof.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF TEMPORARY ENCROACHMENT AREA.

(a) Upon termination of this agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove said Temporary Encroachment Area and restore the premises of the Licensor to a condition comparable to that existing immediately prior to the construction of said Temporary Encroachment Area.

(b) In the event of the removal of the Temporary Encroachment Area as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

SECTION 8. ASSIGNMENT.

The Licensee shall not assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Licensor. If the Licensee fails to secure the Licensor's consent to any assignment, the Licensee will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

EXHIBIT C

Estimate

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EXHIBIT C

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:4/17/2025**LOCATION:**

San Bernardino County
DOT: N/A

SUBDIVISIONAlhambra**STATE:**CA

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 25,000	\$ -	\$ -	\$ 25,000.00	\$ 25,000
Construction Management	\$ 25,000	\$ -	\$ -	\$ 25,000.00	\$ 25,000
TOTAL PROJECT:	\$ 50,000	\$ -	\$ -	\$ 50,000.00	\$50,000
TOTAL ESTIMATED COST:					\$50,000

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT D

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____

PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn:

Project No. 0786242

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad no fee as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locate and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

DRAFT

Contract Summary Sheet

6.c

General Contract Information

Contract No: 26-1003418 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation (Caltrans)

Description: I-10 Contract 2B Construction Coop Agreement

Dollar Amount

Original Contract	\$	230,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	230,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	230,000.00

Contract Authorization

Board of Directors Date: 12/3/2025 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: 12/3/2025 Expiration Date: 12/31/2039 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

								Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	230,000.00	\$	-
GL:	4110	40	0820	0821	52005		41100000		230,000.00		-
GL:							Measure I Fwy				-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-
GL:									-		-

Parent Contract _____ PM Description _____

Z-Related Contracts _____

Heng Chow

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Per the cooperative agreement SBCTA will pay Caltrans \$6.992M for oversight costs; however, these will be federal funds that Caltrans will access directly and will not flow through the SBCTA budget. The amount noted here is for State Furnished Materials.

Attachment: CSS 26-1003418 (11984 : I-10 Contract 2B UPRR TEA & Caltrans Construction Cooperative Agreement)

Minute Action

AGENDA ITEM: 7

Date: November 13, 2025

Subject:

State Route 60 Central Avenue Interchange - Amendment No. 6 to Cooperative Agreement No. 15-1001091 and Contingency Increase for Contract No. 191002196

Recommendation:

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

A. Approve Amendment No. 6 to Cooperative Agreement No. 15-1001091 (R14050) with the City of Chino to revise the Project Funding Table to reflect an increased total project cost in the amount of \$786,599, increasing the Measure I Interchange Program funds by \$320,779 and City of Chino funds by \$465,820.

B. Approve a contingency increase for Construction Contract No. 19-1002196 with Security Paving Company, Inc. by \$620,625.62, for a revised total contingency amount of \$3,532,664.62 to be funded with Valley Interchange Measure I funds and City of Chino Local Funds.

Background:

The State Route (SR) 60 Central Avenue Interchange Improvement Project (Project) widened the existing Central Avenue Bridge over SR 60, widened both westbound and eastbound on-ramps, and improved both ramp intersections. The Project was designed to improve local street circulation, facilitate freeway access for the City of Chino (City), and to improve regional mobility. Work has been completed, and the project is currently in a four-year landscape maintenance phase until 2029.

In December 2020, the Board of Directors (Board) approved the award of Contract No. 19-1002196 to Security Paving, Inc. (Contractor), based on the low competitive bid process, for Construction Services for the Project. The contract amount was \$24,026,391.65, plus a contingency amount of \$2,912,039, totaling \$26,938,430.65. The Notice to Proceed was issued in late January 2021 and work began shortly after. In April 2025, work on the interchange was substantially completed with pending final inspection by the California Department of Transportation (Caltrans). In May 2025, San Bernardino County Transportation Authority (SBCTA) construction management team prepared and sent a Proposed Final Estimate (PFE) to the Contractor. The PFE is a statement of final eligible contract costs from the standpoint of SBCTA for the purpose of obtaining formal agreement regarding final payment. In June 2025, SBCTA received an exception to the PFE from the contractor with a summary of claims on various items of work. The claims were largely related to unanticipated delays and impacts caused by differing site conditions and conflicts with a Caltrans project to replace three bridges over SR 60 that was geographically located on both sides, to the east and to the west, of SBCTA's project. The Caltrans project was originally scheduled to be completed before the start of work on SR 60 Central; however, it experienced significant delays, which ultimately postponed the progress of SBCTA's project by a year and a half. SBCTA construction staff reviewed the claims and supporting documentation and negotiated a settlement with the contractor. This settlement, along with the final reconciliation of change orders and close out of the construction portion of the project resulted in a final construction cost that exceeds the

Entity: San Bernardino County Transportation Authority

current contingency balance as well as the amount authorized in the cooperative agreement between SBCTA and the City.

The cost increase realized when the bids were received for the extended landscape maintenance contract, which was a little over \$100,000, and balances in the construction phase will put the project \$786,599 over the approved cooperative agreement amount between SBCTA and the City. This translates into an estimated cost increase of \$465,820 for the City and \$320,779 of Valley Interchange Measure I funds, requiring a cooperative agreement amendment. The anticipated final claim will also exceed the construction contract amount plus contingency by \$620,625.62.

Staff is recommending that the Board approve Amendment No. 6 to Cooperative Agreement No.15-1001091 with the City of Chino and increase the contingency amount for Contract No. 19-1002196 with Security Paving Company, Inc. to close the contract once the final contract cost is agreed to. The Department Director, or her designee, is authorized to release contingency as necessary in accordance with SBCTA Procurement Policy 11000.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Valley Interchange Measure I funds, City of Chino Local Funds, and State Trade Corridor Improvement Funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0893 SR 60 Central Avenue Interchange.

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:

Paul Melocoton, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 13, 2025

Witnessed By:

General Contract Information

Contract No: 15-1001091 Amendment No.: 6

Contract Class: Receivable Department: Project Delivery

Customer ID: CHIN CI Customer Name: City of Chino

Description: Preliminary Engineering, Environmental, Right-of-Way, PS&E and construction for SR 60 Central Ave

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	12,493,964.00	Original Contingency		\$	-
Prior Amendments		\$	4,427,993.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	465,820.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	17,387,777.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	17,387,777.00

Contract Authorization

Board of Directors Date: 12/3/2025 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Local Funding Agreement Monthly

Accounts Receivable											
Total Contract Funding:		\$		17,387,777.00		Funding Agreement No:		15-1001091			
Beginning POP Date:		6/4/2014		Ending POP Date:		12/31/1939		Final Billing Date:		12/31/1939	
Expiration Date:		12/31/1939		Fund Admin:		Yes					
Parent Contract		15-1001091		PM Description		SR60 Central IC Coop with Chino Laserfiche 15-1001091					
Z-Related Contracts				Z00-1000919							
Sub-				Sub-							
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	40	0830	0893	42405002	17,387,777.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Paul Melocoton

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

Attachment: CSS 15-1001091-06 (11973 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

AMENDMENT NO. 6 TO AGREEMENT NO. 15-1001091 (R14050)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

THIS AMENDMENT No. 6 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES approved Amendment No. 1 to the AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and
- C. On February 7, 2019, PARTIES approved Amendment No. 2 to the AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On December 28, 2021, PARTIES approved Amendment No. 3 to the AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and
- G. On December 28, 2020, PARTIES approved Amendment No. 4 to the AGREEMENT to adjust total estimated cost of PROJECT to \$36,131,735 and reflect the addition of TCIF funds and reduce Measure I by \$2,618,450 and City funds by \$3,537,012; and

- H. On November 6, 2024, PARTIES approved Amendment No. 5 to the AGREEMENT to adjust total estimated cost of PROJECT to \$36,891,327; and
- I. Now, the estimated total cost of PROJECT has increased by \$786,599; and
- J. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.3 of the AGREEMENT in its entirety with Attachment A.4, which is attached hereto and incorporated herein by reference. All references to “Attachment A.3” and “Revised Attachment A” in the AGREEMENT are hereby replaced with “Attachment A.4”.
2. Except as amended by this AMENDMENT, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. This AMENDMENT is effective on the date signed by SBCTA.

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

IN WITNESS WHEREOF, the PARTIES have duly executed this AMENDMENT below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: _____
Rick Denison
President, Board of Directors

By: _____
Dr. Linda Reich
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee
Director of Public Works

Attachment A.4

PROJECT DESCRIPTION

SBCTA and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is SBCTA's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$634,237	\$261,306		\$372,931
Plans, Specifications, and Estimates	\$2,002,468	\$825,017		\$1,177,451
Right of Way Acquisition	\$774,029	\$315,600		\$458,429
Construction & Construction Management	\$31,910,478	\$9,588,261	\$8,638,000	\$13,684,217
Landscape Maintenance	\$1,162,215	\$478,833		\$683,382
SBCTA Project Management	\$750,000	\$0		\$750,000
TOTAL	\$37,677,927	\$11,652,151	\$8,638,000	\$17,387,776

Contract Summary Sheet

7.c

General Contract Information

Contract No: 19-1002196 Amendment No.: 1A

Contract Class: Payable Department: Project Delivery

Vendor No.: 02955 Vendor Name: Security Paving Company, Inc.

Description: SR-60 Central Construction Contract

List Any Related Contract Nos.: 15-1001091

Dollar Amount							
Original Contract		\$	24,026,391.65	Original Contingency		\$	2,912,039.00
Prior Amendments		\$	1,050,688.03	Prior Amendments		\$	(1,050,688.03)
Current Amendment		\$	-	Current Amendment		\$	620,625.62
Total/Revised Contract Value		\$	25,077,079.68	Total Contingency Value		\$	2,481,976.59
	Total Dollar Authority (Contract Value and Contingency)					\$	27,559,056.27

Contract Authorization

Board of Directors Date: 12/3/2021 Committee Item #

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No Board Approved Budget Adjustment

State/Local Construction

Accounts Payable

Estimated Start Date:				12/2/2020		Expiration Date:				12/31/2039		Revised Expiration Date:												
No		Yes		Yes																				
								Total Contract Funding:				Total Contingency:												
Fund		Prog		Task		Sub-Task		Object		Revenue		PA Level		Revenue Code Name		\$		25,077,079.68		\$		2,481,976.59		
GL:	4120	40	0830	0893	53701	41100000		650		MSI								6,772,900.83						1,022,574.36
GL:	6010	40	0830	0893	53701	42405002		650		Chino								9,666,178.85						1,459,402.23
GL:	2580	40	0830	0893	53701	42208001		650		TCIF								8,638,000.00						-
GL:																		-						-
GL:																		-						-
GL:																		-						-
GL:																		-						-
GL:																		-						-
GL:																		-						-
GL:																		-						-
GL:																		-						-

Paul Melocoton

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Prior contingency amendments is the sum of contingency released to date

Attachment: CSS 19-1002196-1A (11973 : State Route 60 Central Avenue Interchange - Cooperative Agreement Amendment and Increase

Minute Action

AGENDA ITEM: 8

Date: *November 13, 2025*

Subject:

Update on Southern California Association of Governments STBG/CMAQ Call for Projects

Recommendation:

Receive update on the Federal Fiscal Year (FFY) 2026/2027 and FFY 2027/2028 Southern California Association of Governments Surface Transportation Block Grant/Congestion Mitigation and Air Quality Call for Projects and award recommendations.

Background:

San Bernardino County Transportation Authority (SBCTA) is one of the six County Transportation Commissions (CTC) in the Southern California Association of Governments (SCAG) region. As a CTC, it is responsible for the planning, programming, implementation, and monitoring of transportation projects within its jurisdiction. To meet its mission of improving the quality of life and mobility for San Bernardino County, SBCTA relies on a variety of state, federal, and local funding sources.

Measure I generates a significant amount of the transportation funding for San Bernardino County. However, SBCTA's ability to deliver its transportation program anticipates financial partnerships with both the State and Federal governments. For reference, the 2025 10-Year Delivery Plan forecasts approximately \$2.9 billion of Measure I revenues for Fiscal Years (FY) 2025-2034. In addition, SBCTA includes a revenue forecast of \$2.6 billion in State and \$1.1 billion in Federal funds for those same FYs. Without the availability of State and Federal fund resources in these amounts, SBCTA will be challenged to deliver the program outlined in the Delivery Plan.

Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Programs are two of the Federal funding resources that have long supported SBCTA's project delivery. To highlight the importance of both fund types, CMAQ and STBG have been key contributors to Interstate 215 Bi-County Landscaping, Interstate 10 (I-10) Corridor Contract 1, Interstate 15 (I-15) Corridor Freight and Express Lanes Contract 1, I-10 Corridor Freight and Express Lanes Contracts 2A and 2B, and US-395 Phase 2 Freight Mobility and Safety projects. These infrastructure projects are in addition to transit capital, bus replacement, and regional mobility initiatives such as rideshare programs.

Historically, CMAQ and STBG were formulaically allocated to SBCTA to award projects prioritized through action of the SBCTA Board of Directors (Board). Due to a Federal corrective action during SCAG's 2022 Federal certification review, this responsibility was shifted to SCAG as the Metropolitan Planning Organization (MPO) for the region. As SCAG notes, the Federal corrective action was intended to ensure that all eligible entities within the region have opportunities to access these Federal funds and to implement the Regional Transportation Plan, including advancement of Federal performance measures. As of July 1, 2023, SCAG is now responsible for the selection of projects funded by STBG and CMAQ, and this is the first full-funding competitive call for projects.

Entity: San Bernardino County Transportation Authority

STBG/CMAQ Federal Fiscal Year (FFY) 2026/2027-2027/2028 Call for Projects

SCAG issued the current STBG/CMAQ Program Call for Project Nominations on March 31, 2025. In its release, SCAG estimated that approximately \$300 million in CMAQ and \$300 million in STBG funds will be available for allocation each fiscal year for a combined total of \$1.2 billion during the current Call for Projects. While not explicitly stated, the Call for Projects cycle also included a one-time infusion of Federal Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. On March 10, 2025, the Federal Highway Administration issued a notification that \$1.8 billion of TIFIA funds would be redistributed to states. The SCAG region's share of these funds is \$36.9 million and is included within the STBG award recommendation.

As part of the Call for Projects, the CTCs were responsible for developing project prioritization frameworks to guide their evaluation of all applications within their respective counties. SBCTA executed this requirement in the winter of 2025 and presented its proposed framework to the City/County Managers' and Transportation Technical Advisory Committees, transit operators, and tribal governments for review. The framework was reviewed and unanimously recommended for approval by the SBCTA Board on March 5, 2025.

The Call for Projects application period closed on May 16, 2025, and final project prioritization packages were due to SCAG on August 1, 2025. SBCTA's Fund Administration team provided substantial technical support to member agencies throughout this process. The Call for Projects was a new process for everyone involved, and the tight deadlines required that SBCTA dedicate substantial additional resources to maximize the competitiveness of the projects identified for these funds in the 10-Year Delivery Plan and minimize the risk of San Bernardino County not receiving its fair share of funding within the apportionment cycle.

On October 30, 2025, SCAG released the STBG/CMAQ Award Recommendations through the November 5, 2025 Transportation Committee agenda. In total, SCAG received 257 applications requesting over \$3 billion. SCAG staff's award recommendation includes funding for 130 projects. SBCTA and its member jurisdictions submitted a total of 23 projects. SCAG's recommendation includes 18 projects for full funding and one for partial funding. Four projects were not recommended for funding. The total recommended project award for SBCTA is approximately \$147 million, which is within the range of historical percentages of formula allocation and the non-binding target shares.

Of the four projects not recommended for funding, one project was the Baker Boulevard Bridge Replacement project, which SBCTA withdrew because it was awarded State Proposition 1B Trade Corridor Enhancement Program funds. The other three projects were not recommended by SBCTA based on the methodology approved by the Board on March 5, 2025. SBCTA will continue to monitor project costs and its allocated STBG/CMAQ, with the goal of converting the partially awarded project in the City of Needles from the contingency list to full project award.

SBCTA Staff Assessment of STBG/CMAQ Call for Projects

SCAG's recommendation for project award includes rideshare, bus purchases and transit capital, the I-10 Corridor Freight and Express Lanes Project (Contract 2B), and contributions to Major Local Highway Projects Program projects within the Mountain/Desert Subareas. SBCTA's strategy for the STBG/CMAQ Call for Projects was to communicate a focused and clear set of project priorities to SCAG that had already been vetted through the development of the 10-Year Delivery Plan. This strategy proved successful, as 95% of SBCTA projects were San Bernardino County Transportation Authority

included for full award recommendation. SCAG communicated to SBCTA that this approach made it easier to evaluate the region's projects.

SBCTA benefits from the award recommendation that is largely consistent with the historical formula allocations. Delay in the approval of the SCAG award recommendations could lead to SBCTA's inability to advertise I-10 Corridor Freight and Express Lanes Contract 2B in March 2026 as currently intended.

That in mind, the current STBG/CMAQ Call for Projects is not without opportunities for improvement. Included below are areas that will require further discussion.

Finalize Programming Procedures & FFY 2026/2027 Regional and CTC set-asides

The project award recommendation does not include the approval of Programming Procedures for Federal funding. The Programming Procedures would establish the administrative procedures for management of cost overruns/savings, scope changes, contingency list considerations, "grandfathered" projects, and any programming set-asides. Iterations of this document have been in development since 2023, and SCAG and the CTCs were in a process of refining the Programming Procedures through September 2025. The initial communication to the CTCs from SCAG was that the Programming Procedures would be presented for approval in conjunction with the STBG/CMAQ award recommendations in November.

The Programming Procedures were not; however, included with the Transportation Committee agenda item released on October 30, 2025. SCAG did not include the Programming Procedures as the comments and feedback they have received have indicated that more conversation is required. As of now, SCAG intends to engage the CTCs in follow-up communication on the Programming Procedures. One of SBCTA's main concerns that remains outstanding, and was anticipated to be included in the Programming Procedures, is the establishment of set-aside funds from the available Federal funds. SCAG obtained Federal approval for up to a 2.5% set-aside and has consistently included language that it may exercise the set-aside of CMAQ and STBG for this purpose. The funds are anticipated to support regional planning priorities led by SCAG and/or in partnership with the CTCs (i.e., eligible planning activities that advance implementation of Connect SoCal and performance-based planning and programming in the SCAG region). Additionally, SCAG floated the idea of incorporating 1.5% as a set-aside for CTC planning and programming expenses.

The 2.5% and 1.5% off-the-top set-asides currently in discussion were historically funds that would have been formulaically sub-apportioned to SBCTA for use on infrastructure projects. SBCTA's historical formula share of the set-asides would have been approximately \$5.9 million. There is currently no consensus among the CTCs about the need, intended use or amount of the set-asides. Consequently, SCAG has delayed the Programming Procedures until February 2026 Transportation Committee to allow for additional discussion between SCAG and CTCs. As a result, there is still approximately \$50.6 million of STBG/CMAQ funds that remain unallocated.

Seek Federal Legislative Change to SCAG's role in future apportionment cycles

SBCTA staff recognizes that transportation fund administration is a fluid and evolving part of project and program delivery. SCAG has done a commendable job with the current STBG/CMAQ Call for Projects. However, California Streets and Highways Codes 182.6 and 182.7, which is superseded by Federal regulations, provides that all STBG and CMAQ funds apportioned to MPOs where CTCs have been created should be further apportioned to the CTCs

based on relative population. The legislative intent of this action was to provide CTCs, as closest to the transportation planning and project delivery process, the ability to make local decisions about how to best allocate or reallocate their resources.

Movement away from local control of these transportation resources has inserted confusion, delay, and administrative bloat and has hindered the flexibility and certainty of these resources for San Bernardino County. Without the necessary firewalls or protections in place, it is conceivable that San Bernardino County, as well as other CTCs in the SCAG region, become donor counties to the transportation needs for larger, more populous counties in the region.

Each of the CTCs are evaluating their respective Federal legislative platforms to advocate the return of local control of Federal apportionments during future apportionment cycles. SBCTA appreciates that in this narrow circumstance it received its approximate target share; however, staff is concerned that as regional needs continue to grow it will be more challenging to ensure San Bernardino County continues to receive its fair-share of these Federal formula funds, which are critical to meeting our transportation needs.

Financial Impact:

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

Reviewed By:

This item will also be presented to the Mountain/Desert Policy Committee on November 21, 2025.

Responsible Staff:

Ryan Graham, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: November 13, 2025

Witnessed By:

San Bernardino County Transportation Authority

Attachment 1:

SBCTA PROJECT NOMINATION LIST

SCAG Fiscal Year 2026/2027 and 2027/2028 CMAQ and STBG Call for Project Nominations

Agency	Project Title	Total Cost	CMAQ Request	STBG Request	SBCTA Ranking	SCAG Recommendation		
						SCAG	CMAQ	STBG
Basin Transit	FFY27 Clean Fleet Expansion: Adding One CNG Transit Vehicle to Meet	\$210,000	\$186,000		Highly Recommended	Highly Recommended	\$186,000	
Basin Transit	FFY27 Clean Fleet Renewal: Replacing Three Aging Transit	\$753,000	\$667,000		Highly Recommended	Highly Recommended	\$667,000	
Basin Transit	FFY28 Greener Mobility: Expanding Demand Response with Clean CNG	\$440,000	\$362,000		Highly Recommended	Highly Recommended	\$362,000	
Basin Transit	FFY28 Investing in Access: One Vehicle Replacement for Safer,	\$263,000	\$233,000		Highly Recommended	Highly Recommended	\$233,000	
San Bernardino County	Baker Blvd Bridge Replacement	\$29,795,000		Withdrawn - TCEP Funded	Highly Recommended			
SBCTA	I-10 Corridor Freight and Managed Lane Project (Contract 2B)	\$501,032,000		\$60,000,000	Highly Recommended	Highly Recommended		\$60,000,000
SBCTA	State Route (SR) 62 Operational and Channelization Project	\$41,700,000		\$3,984,000	Highly Recommended	Recommended		\$3,984,000
SBCTA	Transportation Demand Management/Rideshare Program	\$3,700,000	\$3,700,000		Highly Recommended	Highly Recommended	\$3,700,000	
Apple Valley	Yucca Loma Road Rehab and Widening Rincon Road to Navajo Road	\$13,515,000		\$5,841,000	Highly Recommended	Recommended		\$5,841,000
Mountain Transit	Electric Cutaway Bus Replacements	\$3,572,000	\$3,572,000		Highly Recommended	Highly Recommended	\$3,572,000	
Needles	The River Road & River Street Rehabilitation Project	\$2,877,000		\$2,801,000	Highly Recommended	Contingency - PS&E/ROW		\$301,000
Omnitrans	FY 2027 Buses-Replacement-Alternative Fuel	\$20,260,000	\$20,260,000		Highly Recommended	Highly Recommended	\$20,260,000	
Omnitrans	FY 2028 Buses-Replacement-Alternative Fuel	\$24,957,000	\$24,957,000		Highly Recommended	Highly Recommended	\$24,957,000	
Omnitrans	FY 2028 Less-than-30-Foot Vehicles-Replacement	\$2,185,000	\$2,185,000		Highly Recommended	Highly Recommended	\$2,185,000	
Omnitrans	FY 2027 Less-than-30-Foot Vehicles-Replacement	\$2,109,000	\$2,109,000		Highly Recommended	Highly Recommended	\$2,109,000	
Omnitrans	Maintenance/Storage Facility-Upgrade	\$4,000,000	\$4,000,000		Highly Recommended	Highly Recommended	\$4,000,000	
Victor Valley Transit Authority	Fuel Cell Electric Bus Purchase	\$7,751,000	\$6,616,000		Highly Recommended	Highly Recommended	\$6,616,000	
Victorville	Mojave Drive Improvement Project - Amargosa Road to Seventh Street	\$8,875,000		\$4,370,000	Highly Recommended	Recommended		\$4,370,000
San Bernardino County	National Trails Highway Bridges Replacement Project Phase 3	\$17,700,000		\$3,150,000	Highly Recommended	Recommended		\$3,150,000
San Bernardino County	US 95 Havasu Lake Road Intersection Improvements	\$1,304,000		\$788,000	Highly Recommended	Highly Recommended		\$788,000
Chino Hills	EV Infrastructure and Fleet Replacement Project	\$8,218,000	\$7,274,000		Not Recommended	Not Recommended		
Highland	Greenspot Road Complete Streets Project	\$5,050,000		\$5,050,000	Not Recommended	Not Recommended		
San Bernardino County	Del Rosa Sidewalk Project	\$1,220,000		\$1,220,000	Not Recommended	Not Recommended		
	TOTAL	\$701,486,000	\$76,121,000	\$87,204,000			\$68,847,000	\$78,434,000

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
Eunice Ulloa City of Chino				X		X		X	X	X		
Ray Marquez City of Chino Hills		X	X	X		X		X	X	X		
Frank Navarro City of Colton		X		X	X	X		X	X	X		
Aquanetta Warren City of Fontana		X		X	X	X		X	X			
Bill Hussey City of Grand Terrace		X		X	X	X		X		X		
Larry McCallon City of Highland		X	X	X	X	X		X	X			
Ronald Dailey City of Loma Linda		*	X	*	X							
John Dutrey City of Montclair		X	X	X	X	X		X	X	X		
Alan Wapner City of Ontario			X		X			X		X		
L. Dennis Michael City of Rancho Cucamonga		X		X				X		X		
Mario Saucedo City of Redlands		X	X	X	X	X		X		X		
Joe Baca City of Rialto		X	X	X	X	X		X	X	X		
Helen Tran City of San Bernardino		X	X	X	X	X		X	X	X		
Rudy Zuniga City of Upland												
Judy Woosley City of Yucaipa		X	X	X	X	X		X				
Curt Hagman Board of Supervisors		X	X		X	X		X	X	X		

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2025

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

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

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

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

MVSSatt24

Shaded box = No meeting

Communication: Attendance (Additional Information)

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

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
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
CAMP	California Asset Management Program
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 or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
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
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
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
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
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
PS&E	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
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Acronym List

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
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