cog Council of Governments

sb

cta County Transportation Authority

AGENDA

Board of Directors Metro Valley Study Session

August 13, 2026

Start Time: 9:15 AM

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:
Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

Valley Representatives

Study Session Chair
Jesse Armendarez, Supervisor
Second District

Study Session Vice-Chair
Acquanetta Warren, Mayor
City of Fontana

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Bill Hussey, Mayor
City of Grand Terrace

Larry McCallon, Council Member
City of Highland

Ovidiu Popescu, Council Member
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

Helen Tran, Mayor
City of San Bernardino

Rudy Zuniga, Council Member
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, Mayor Pro Tem
City of Hesperia

Janet Jernigan, Mayor
City of Needles

Daniel Mintz, Sr., Mayor
City of Twentynine Palms

Bob Harriman, Mayor Pro Tem
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

August 13, 2026
9:15 AM

Location
First Floor Lobby Board Room
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Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

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

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

CALL TO ORDER

(Meeting Chaired by Acquanetta Warren)

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

Public Comment

Brief Comments from the General Public

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. 12

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

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

3. Interstate 10 Express Lanes - Annual Report Pg. 19

Receive and file the Fiscal Year 2025/2026 Annual Report for the Interstate 10 Express Lanes.
Presenter: Philip Chu

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

DISCUSSION ITEMS

Discussion - Project Delivery

4. Progress Briefing Report through June 2026 Pg. 44

Receive the Major Projects Status Report for the period through June 2026.

Presenter: Kristi Lynn Harris

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

5. Contract No. 26-1003431 for On-Call Environmental Services Pg. 48

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

Approve Contract No. 26-1003431 for On-Call Environmental Services in support of the Project Delivery Program, to ALL4 LLC, in a not-to-exceed amount of $3,000,000 through August 31, 2031, to be funded by various project-specific resources as needed.
Presenter: Tracy Escobedo

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

6. I-15 Corridor Freight and Express Lanes Project - Contract 1 – Amendment No. 1 to Agreement No. 23-1002939 with Union Pacific Railroad and California Department of Transportation Pg. 83

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:

Authorize the Executive Director, or her designee, to execute Amendment No. 1 to Agreement No. 23-1002939 between Union Pacific Railroad, California Department of Transportation, and SBCTA, for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 at the Vina Vista Overhead, to increase the contract amount by $100,000, for a new estimated total of $168,000, to be funded by Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel.

Presenter: Khalid Bazmi

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.

7. IFB No. 26-1003491 for the Construction of the Highland/Redlands Regional Gap Connector 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 (SBCTA), at a regularly scheduled Board meeting:

Authorize the Executive Director, or her designee, to release Invitation for Bids No. 26-1003491 for the Construction of the Highland/Redlands Regional Gap Connector Project, subject to final approval of the Plans, Specifications and Estimates package, issuance of the federal authorization to proceed with construction, and subject to approval as to form by SBCTA General Counsel.

Presenter: Jeffery Hill

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

8. Interstate 215 University Parkway Interchange Project - Amendment No. 1 to Caltrans Construction Cooperative Agreement No. 23-1002899 Pg. 93

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:

Approve Amendment No. 1 to the Cooperative Agreement No. 23-1002899 with the California Department of Transportation for the Interstate 215 University Parkway Interchange Project, to increase SBCTA's obligation for payable State Furnished Materials in the amount of $26,000 for a new total of $61,000, to be funded with Measure I Valley Freeway Interchange Program funds and the City of San Bernardino 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.

9. Amendments to Contract Task Orders for Contract 22-1002705 with Kleinfelder Construction Services, Inc. Pg. 102

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. 5 to Contract Task Order (CTO) No. 2 under Contract No. 22-1002705 for the Interstate 215 University Parkway Interchange with Kleinfelder Construction Services, Inc. (KCS) to increase the CTO amount by $349,349.87 for a revised

CTO total amount of $3,296,829.70, to be funded with Measure I Valley Freeway Interchange and City of San Bernardino local funds.

B. Approve Amendment No. 3 to CTO No. 6 under Contract No. 22-1002705 for the State Route 210 Waterman Avenue Interchange Project with KCS to increase the CTO amount by $39,778.16 for a revised CTO total amount of $1,117,727.18, to be funded with Measure I Valley Freeway Interchange and City of San Bernardino local funds.
Presenter: Paul Melocoton

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and has reviewed this item and the draft CTO amendments.

Discussion - Transportation Programming and Fund Administration

10. Measure I Strategic Plan Policy 40005 - Valley Freeway Interchange Program Pg. 107

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

A. Revise SBCTA Measure I 2010-2040 Strategic Plan Policy 40005 – Valley Freeway Interchange (VFI) Program, Policy VFI-34 to require a sponsoring agency that desires SBCTA to provide project management responsibilities to submit a written request to the SBCTA Executive Director and obtain approval by the SBCTA Board prior to the initiation of the design phase.

B. Authorize the Executive Director, or her designee, to make substantially similar changes as approved in Recommendation A to Measure I 2010-2040 Strategic Plan Policies 40006 Valley Major Street Program, 40013 Victor Valley Major Local Highways Program, and 40017 Rural Mountain/Desert Subareas Major Local Highways Program, subject to approval as to form by SBCTA General Counsel.
Presenter: James Mejia

This item is scheduled for review by the Mountain/Desert Policy Committee on August 21, 2026. SBCTA General Counsel has reviewed this item and the revised policy.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance Pg. 128
Acronym List Pg. 130
Mission Statement Pg. 133

The next Metro Valley Study Session meeting is scheduled for September 10, 2026.

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.

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

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.

Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunion de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c) del Código de Gobierno.

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. 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 from any members of the public who haven't already commented on the item during the meeting.

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" and "Agenda Actions", above.

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

Your cooperation is appreciated!

General Practices for Conducting Meetings

of

Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016
Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: ***August 13, 2026***

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
5	26-1003431	All4 LLC *William V. Straub* *CEO*	A/E Tech LLC NV5 Inc. Urbana Preservation & Planning, LLC Natures Image, Inc. Kidd Biological, Inc.
9	22-1002705	Kleinfelder Construction Services, Inc. *Marc McIntyre*	AIX Consulting, Inc. Analyzer International, Inc. Answer Advisory Aragon Geotechnical, Inc. Dynamic Engineering Services, Inc. Fountainhead Consulting Corporation Guida Surveying, Inc. MNS Engineers, Inc. PPM Group, Inc. SafeworkCM SYRUSA Engineering, Inc. TRC Engineers, Inc. WSP USA, Inc. ZT Consulting Group, Inc.

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.

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

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

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: August 13, 2026

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 and Express Lanes has 17 on-going construction contracts, of which ten have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on June 11, 2026. 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: There are no newly executed CCOs since last report.

B. 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.

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

1) CCO 183: Additional traffic control for emergency freeway closure. ($6,320)

2) CCO 184: Additional signal modifications Euclid Avenue exit ramp. ($4,597)

D. Contract No. 17-1001617 with TransCore, LP for Toll Services Provider. There are no newly executed CCOs since last report.

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

F. Contract No. 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 33.3: De-obligation of unused funds. (-$70.51)

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

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

1) CCO 60.1: Additional funds for UPRR track shields. ($200,000)

2) CCO 69: Delete two overside drains on drainage system 22 and add drainage inlet to drainage system 19. ($14,184.91)

3) CCO 80: UPRR drainage pipe. ($10,000)

Entity: San Bernardino County Transportation Authority

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

1)CCO 8: Traffic control modifications during stage 2A and 3. ($18,349)

2) CCO 18: Signal pole modifications. ($194,056.45)

3) CCO 21: Increase in quantity for rubberized hot mix asphalt Bid Item number 61. ($140,681.69)

4) CCO 23: Revisions in the existing pavement markings per the City's request. ($6,875)

J. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project:

1) CCO 15.1: Resolution of deferred time. ($0)

K. Contract No. 24-1003176 with Mariposa Landscapes, Inc., for SR-60 Central Establish Existing Planting: There are no newly executed CCOs since last report.

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

1) CCO 17: Elimination of one temporary ramp metering systems pole. (-$4,500)

2) CCO 30.2: Vina Vista overhead potholing for gas line. ($300,000)

3) CCO 33: Temporary silt fence and temporary cover for Storm Water Pollution Prevention Plan. ($498,000)

4) CCO 34: Unsuitable material roadway. ($100,000)

5) CCO 34.1: Unsuitable material roadway. ($150,000)

6) CCO 39: Traffic control to support bridge evaluation work to support 15-10 widening. ($100,000)

M. Contract No. 25-1003266 with Griffith Company, for Construction of the US 395 Phase 2 Widening Project:

1) CCO 7: Compensate for cat-tracking the stage 1 configuration. ($50,000)

N. Contract No. 24-1003141 with Beador Construction Company, Inc. for the I-10 Mount Vernon Avenue Improvement Project:

1) CCO 1: Maintain traffic control. ($150,000)

2) CCO 2: Maintain electrical systems. ($30,000)

3) CCO 3: Water pollution control. ($18,600)

4) CCO 4: Buried man-made objects. ($25,000)

5) CCO 6: Disputes Resolution Board. ($50,000)

O. Contract No. 25-1003269 with Sully-Miller Contracting Co. for the I-10 Express Lane Project – Contract 2A:

1) CCO 1: Maintain traffic control. ($107,000)

2) CCO 2: Just in time training. ($3,000)

3) CCO 3: Partnering. ($90,000)

4) CCO 6: Clean drainage inlets. ($85,000)

P. Contract No. 24-1003062 with Marina Landscapes Inc. for I-215 Bi-County and Segment 5 Landscape:

1) CCO 1): Irrigation deficiencies corrections. ($45,000)

2) CCO 2): Removal of rock. ($35,000)

Q. 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 2026/2027, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0897 I-10 Cedar, Sub-Task No. 0844 US 395 Phase 2 Widening, Sub-Task No. 0823 I-10 Contract 1, Sub-Task No. 0831 I-15 Corridor Freight and Express Lanes, Sub-Task No. 0814 SR-210 Waterman Interchange Improvement Project, Sub-Task No. 0898 I-10 Mt. Vernon Ave. Improvement Project, Sub-Task No. 0821 I-10 Express Lane Project Contract 2A, Sub-Task No. 0839 I-215 Bi-County and Segment 5 Landscape, Sub-Task No. 0827 Mt. Vernon Avenue Viaduct, and Sub-Task No. 0853 I-215 University Parkway.

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

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

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
	SR 60 Central Avenue Interchange (19-1002196)	
Number	Description	Amount
	CCO Total	$1,716,074.61
	Approved Contingency	$2,912,039.00
	Remaining Contingency	$1,195,964.39
	I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)	
Number	Description	Amount
	CCO Total	$148,949.52
	Approved Contingency	$1,451,300.00
	Remaining Contingency	$1,302,350.48
	I-10 Corridor Contract 1 (17-1001599)	
Number	Description	Amount
183	Additional traffic control for emergency freeway closure.	$6,320.00
184	Additional signal modifications Euclid Avenue exit ramp.	$4,597.00
	CCO Total	$17,216,799.20
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,152,200.80
	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	$1,263,019.95
	Approved Contingency	$3,731,253.00
	Remaining Contingency	$2,468,233.05
	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
33.3	De-obligation of unused funds.	($70.51)
	CCO Total	$19,830,828.47
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$9,399,171.53

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
	Metrolink Active Transportation Program Phase II Project (23-1002919)	
Number	Description	Amount
	CCO Total	($221,026.87)
	Approved Contingency	$900,661.70
	Remaining Contingency	$1,121,688.57
	I-10 Cedar Avenue Improvement (22-1002784)	
Number	Description	Amount
60.1	Additional funds for UPRR track shields.	$200,000.00
69	Delete two overside drains on drainage system 22 and add drainage inlet to drainage system 19.	$14,184.91
80	UPRR drainage pipe.	$10,000.00
	CCO Total	$6,354,240.37
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$1,744,159.63
	SR 210 Waterman Interchange Improvement Project (24-1003027)	
Number	Description	Amount
8	Traffic control modifications during stage 2A and 3.	$18,349.00
18	Signal pole modifications.	$194,056.45
21	Increase in quantity for rubberized hot mix asphalt Bid Item number 61.	$140,681.69
23	Revisions in the existing pavement markings per the City's request.	$6,875.00
	CCO Total	$711,229.64
	Approved Contingency	$778,576.63
	Remaining Contingency	$67,346.99
	I-215 University Parkway Interchange (23-1002955)	
Number	Description	Amount
15.1	Resolution of deferred time.	$0.00
	CCO Total	$509,297.18
	Approved Contingency	$1,129,988.00
	Remaining Contingency	$620,690.82
	SR-60 Central EEP (24-1003176)	
Number	Description	Amount
	CCO Total	$51,375.58
	Approved Contingency	$70,000.00
	Remaining Contingency	$18,624.42

Attachment: CCO August MVSS (12721 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
17	Elimination of one temporary ramp metering systems pole.	($4,500.00)
30.2	Vina Vista overhead potholing for gas line.	$300,000.00
33	Temporary silt fence and temporary cover for Storm Water Pollution Prevention Plan (SWPPP).	$498,000.00
34	Unsuitable material roadway.	$100,000.00
34.1	Unsuitable material roadway.	$150,000.00
39	Traffic control to support bridge evaluation work to support 15-10 widening.	$100,000.00
	CCO Total	$2,275,862.19
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$40,509,467.81
US-395 Phase 2 Widening Project (25-1003266)		
Number	Description	Amount
7	Compensate for cat-tracking the stage 1 configuration.	$50,000.00
	CCO Total	$3,788,357.75
	Approved Contingency	$6,184,980.00
	Remaining Contingency	$2,396,622.25
I-10 Mount Vernon Avenue Improvement Project (24-1003141)		
Number	Description	Amount
1	Maintain traffic control.	$150,000.00
2	Maintain electrical systems.	$30,000.00
3	Water pollution control.	$18,600.00
4	Buried man-made objects.	$25,000.00
6	Disputes Resolution Board (DRB).	$50,000.00
	CCO Total	$273,600.00
	Approved Contingency	$5,806,470.00
	Remaining Contingency	$5,532,870.00
I-10 Express Lane Project - Contract 2A (25-1003269)		
Number	Description	Amount
1	Maintain traffic control.	$107,000.00
2	Just in time training.	$3,000.00
3	Partnering.	$90,000.00
6	Clean drainage inlets.	$85,000.00
	CCO Total	$285,000.00
	Approved Contingency	$33,388,000.00
	Remaining Contingency	$33,103,000.00

Project Delivery Contracts Executed Change Orders		
Number	**Description**	**Amount**
	I-215 Bi-County and Segment 5 Landscape (24-1003062)	
Number	Description	Amount
1	Irrigation deficiencies corrections.	$45,000.00
2	Removal of rock.	$35,000.00
	CCO Total	$80,000.00
	Approved Contingency	$840,356.01
	Remaining Contingency	$760,356.01
	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:* *August 13, 2026

Subject:
Interstate 10 Express Lanes - Annual Report

Recommendation:
Receive and file the Fiscal Year 2025/2026 Annual Report for the Interstate 10 Express Lanes.

Background:
Since revenue operations began in August 2024, staff have continuously monitored the performance of the Interstate 10 (I-10) Express Lanes and provided quarterly updates detailing key operational trends and insights. The attached Fiscal Year (FY) 2025/2026 Annual Report presents operational results for April, May, and June 2026, along with a comprehensive summary of full-year performance and a comparison to FY 2024/2025 operational data.

Key observations from this report include the following:

- **Express Lanes usage continues to grow:** Total trips increased to 14.6 million in FY 2025/2026, a 15% annualized increase from FY 2024/2025.
- **Travel time savings increased:** The Express Lanes delivered an estimated 500,776 vehicle-hours saved in FY 2025/2026, a 5% annualized performance improvement over FY 2024/2025. This reflects higher corridor utilization and a widening speed differential between the Express Lanes and general-purpose lanes as users increasingly rely on the facility for reliable time savings.
- **FasTrak adoption increased significantly:** FasTrak usage grew from 84% of all Express Lanes trips in FY 2024/2025 to 92% in FY 2025/2026, an 8% increase which reflects a strong customer migration to FasTrak accounts and reduced reliance from Pay Online.
- **High customer satisfaction rate:** Survey results show consistently high satisfaction scores (averaging 4.6–4.7 out of 5), and most customer issues are resolved in a single call, indicating effective customer service operations.
- **Strong financial performance:** Total revenue collected since revenue commencement now exceeds $41.6 million, fully covering operations and maintenance costs as well as fulfilling the project’s TIFIA loan repayment obligations. Continued efforts are underway to further improve collection rates and enhance overall operational efficiency.

Staff will continue to provide this quarterly report to support ongoing evaluation of Express Lanes performance and to ensure consistent communication with the Board regarding operational conditions and emerging issues.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee.
Entity: San Bernardino County Transportation Authority

Responsible Staff:
Philip Chu, Deputy Director of Express Lanes

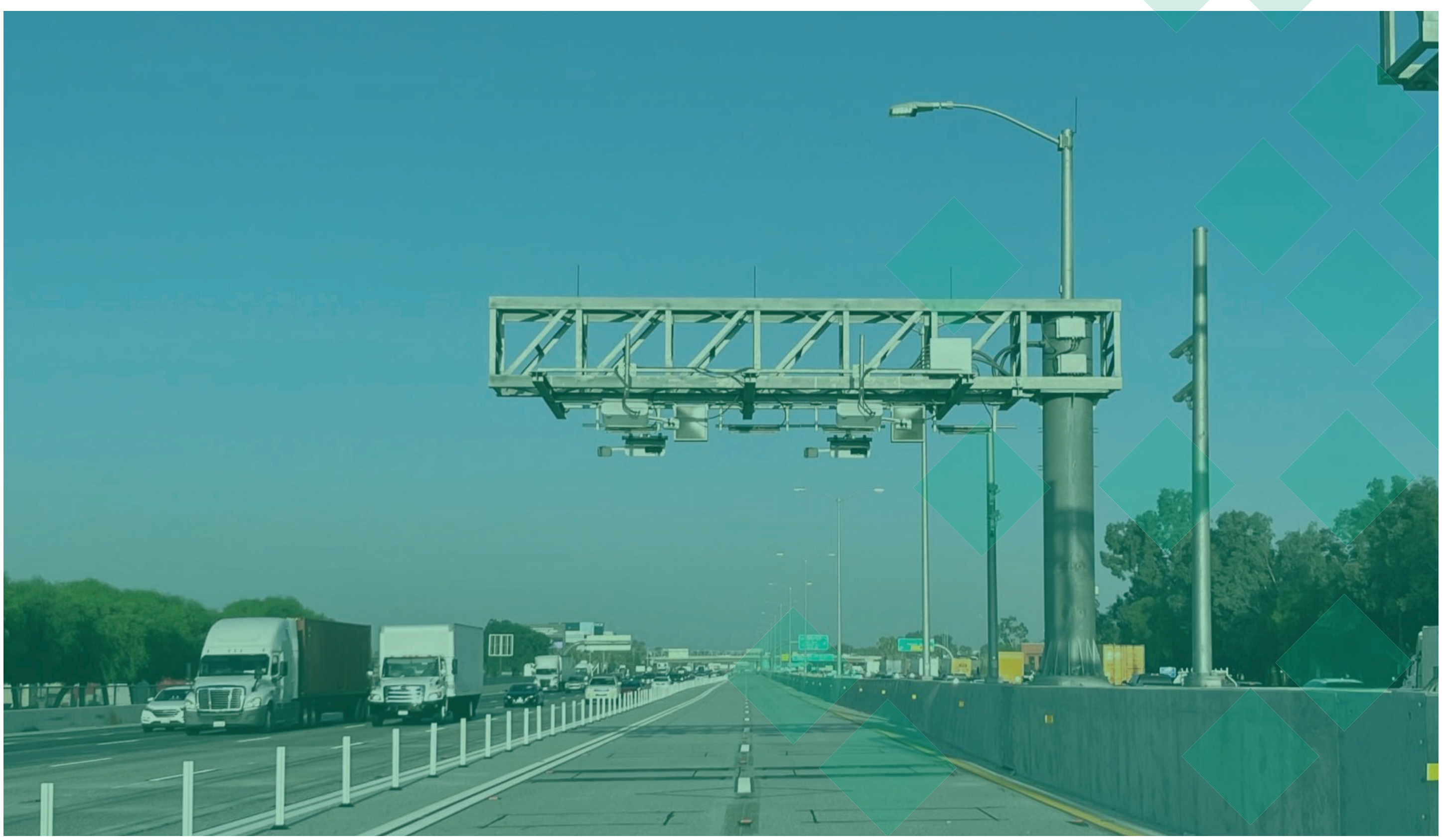
Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

I-10 EXPRESS LANES

ANNUAL OPERATIONS REPORT

JULY 2026



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

SB EXPRESS LANES

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY

This annual 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 the first two years of operations, with special emphasis on FY25-26 Q3 (Jan-Mar) and FY25-26 Q4 (Apr-Jun).

Traffic Operations

Over the past year, utilization of the EL continued to grow, with total trips increasing from 10.6 million in FY 2024-25 to 14.6 million in FY 2025-26. Of the 14.6 million trips 23% were classified as Non-Tolled, primarily consisting of HOV3+ vehicles. To enhance HOV3+ compliance, SBCTA is planning a multi-pronged strategy that includes 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 123,658 vehicle-hours saved in FY25-26 Q4 (Apr-Jun). Toll zone utilization ranged from 35% to 82% of capacity during morning and evening peak hours in the dominant direction. Utilization remained highest in the Haven East (HVNE) zone during PM peaks and the Mountain West (MTNW) zone during AM peaks.

Toll System Operations

The total trips in FY25-26 Q4 (Apr-Jun) increased 4.81% from FY25-26 Q3 (Jan-Mar). There is a clear and consistent majority in the mode of trips taken, with FasTrak Trips (92%) far exceeding Non-FasTrak Trips (8%) in FY25-26 Q4 (Apr-Jun). For FY25-26 Q4 (Apr-Jun), the total trips experienced a 6.0% year-over-year increase. Non-FasTrak trips deceased 14.3% year-over-year and FasTrak Trips increased 8.0% year-over-year. In FY25-26 Q4 (Apr-Jun), the maximum posted FasTrak toll was $14.50, compared to $13.70 in FY25-26 Q3 (Jan-Mar). Total trips increased by 38.0% from the previous year, with the EB direction increasing 33.2% and WB direction increasing 40.8%.

Customer Service Operations

Customer calls and walk-in visits were relatively flat from Jan – Jun 2026 , indicating continued maturity of the program and increased customer awareness and knowledge.

The Disabled Veterans Benefit usage remained relatively flat during the quarter and Low-Income Resident Benefit represents just 0.1% of new accounts in San Bernardino. While this may indicate these programs are underutilized or are reaching maturity, SBCTA is evaluating program enhancements and outreach initiatives to encourage greater participation among eligible customers.

Financial Performance

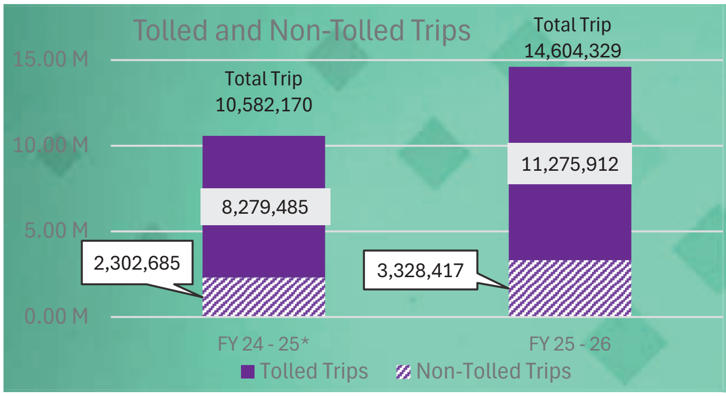
Over the past quarter, SBCTA's financial operations continued to remain stable. Revenue collection patterns continue to emerge, showing that most revenue is collected early in the lifecycle, with collections tapering off over time. The focus now is on continual improvement, with the team analyzing reporting trends to identify opportunities to further improve revenue collection.

FY 2025-2026 Overview

FY 2025-26 represented the first full year of Express Lanes operations and was characterized by growth in corridor usage consistent with SBCTA’s goals. While traffic volumes continued to grow, SBCTA remained focused on preserving operational performance through ongoing enforcement, customer outreach, and evaluation of emerging technologies. The following pages summarize the key traffic and operational trends that shaped Year 2 performance.

SB EXPRESS LANES

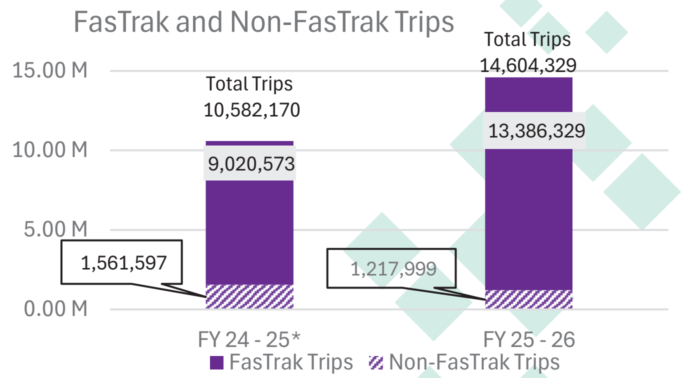
This annual report summary provides an overview of the operational performance of the SBCTA I-10 Express Lanes, highlighting trends and year over year comparison of key performance metrics.

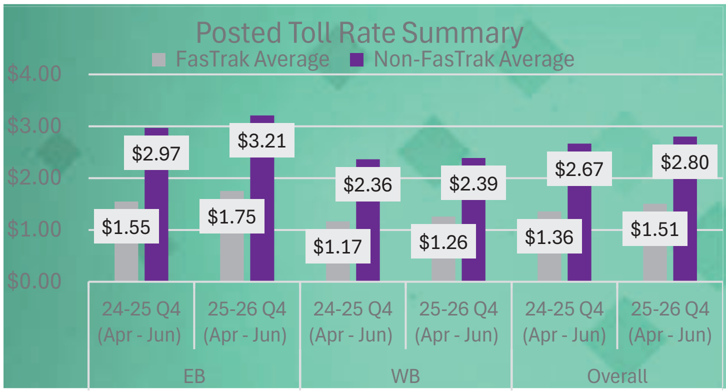


Traffic on the Express Lanes can be classified as either Tolled or Non-Tolled trips. Tolled trips generally include SOV, HOV2, and CAV vehicles, while Non-Tolled trips primarily consist of eligible HOV3+ vehicles traveling toll-free and authorized Non-Revenue vehicles.

Total Express Lanes trips increased from 10.6 million in FY24-25 (10 months of operations) to 14.6 million in FY25-26, reflecting continued growth in corridor.

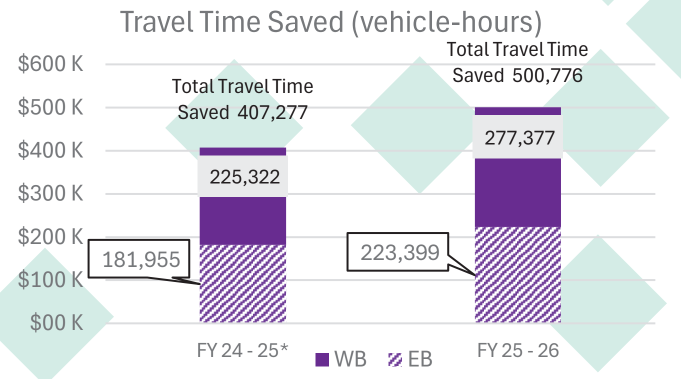
FasTrak trips increased from 9.0 million to 13.4 million, while Non-FasTrak trips decreased from 1.6 million to 1.2 million. As a result, the share of trips made using FasTrak increased from 85% to 92%, indicating continued growth in FasTrak adoption and sustained customer preference for electronic toll payment.





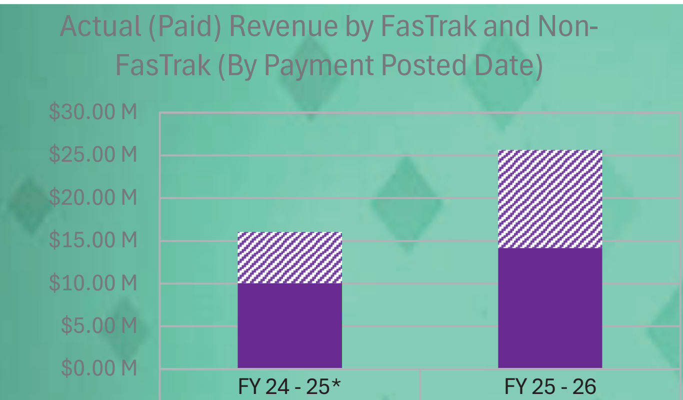
The chart compares average posted toll rates for FasTrak and Non-FasTrak users in FY24-25 and FY25-26. Average tolls increased in both directions, with the most notable change occurring in the EB direction, where the average FasTrak toll increased from $1.55 to $1.75 and the average Non-FasTrak toll increased from $2.97 to $3.21. Overall, average toll rates increased for both FasTrak ($1.36 to $1.51) and Non-FasTrak ($2.67 to $2.80) users, reflecting continued demand on the Express Lanes.

Two key goals of the Express Lanes are to improve travel times and provide reliable travel conditions compared to the adjacent general purpose lanes. As shown in the chart, total travel time savings increased from approximately 407,000 vehicle-hours in FY24-25 (10 months of operations) to 501,000 vehicle-hours in FY25-26, a 23% increase. Reflecting the continued benefits of the Express Lanes as corridor usage grows.



**FY 2024–25 includes the period from September 2024 through June 2025, following the opening of the Express Lanes to traffic on August 28, 2024*

This annual report summary provides an overview of the operational performance of the SBCTA I-10 Express Lanes, highlighting trends and year over year comparison of key performance metrics.



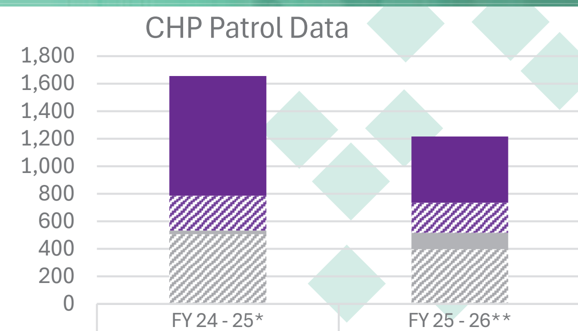
	FY 24 - 25*	FY 25 - 26
Non-FasTrak	$5.98 M	$11.49 M
FasTrak	$10.04 M	$14.14 M
Total Paid	$16.02 M	$25.63 M

Actual revenue increased from $16.0 million in FY24-25 (10 months of operations) to $25.6 million in FY25-26, driven by growth in both FasTrak and Non-FasTrak revenue. FasTrak revenue increased from $10.0 million to $14.1 million, while Non-FasTrak revenue increased from $6.0 million to $11.5 million, reflecting continued growth in Express Lanes usage and toll revenue collection.

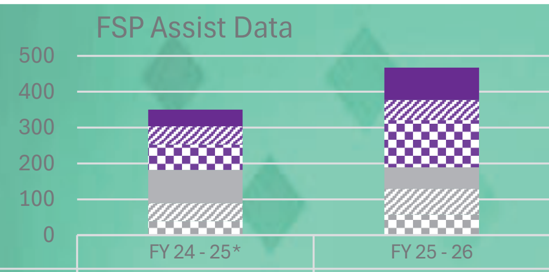
CHP patrol violations decreased from 1,656 in FY24-25 to 1,217 in FY25-26. Speeding remained the most common violation, followed by other and no plates violations. Enforcement activity from June 2025 through December 2025 was affected by CHP staffing and resource constraints, with resources returning to more typical levels beginning in January 2026.

During FY25-26, CHP also increased its focus on HOV3+ occupancy enforcement, contributing to an increase in HOV-related violations.

***FY 25-26 June CHP report is pending*



	FY 24 - 25*	FY 25 - 26**
Speeding	870	482
No Plates	254	219
3+ Violation	25	118
Other	507	398
Total Violations	1656	1217



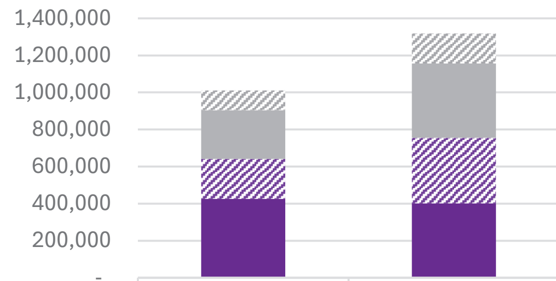
	FY 24 - 25*	FY 25 - 26
Accident	46	90
Debris Removal	51	56
Flat Tire	71	132
Vehicle Safety Check	93	60
Mechanical Problem	50	72
Other	39	57
Total Incidents	350	467

FSP assist incidents increased from 350 in FY24-25 to 467 in FY25-26, reflecting higher Express Lanes activity. Flat tire, accident, mechanical problem, and debris removal incidents all increased, while vehicle safety checks declined.

Flat tires became the most common incident type in FY25-26, followed by accidents and mechanical problems, highlighting the continued value of the FSP program in supporting roadway safety and incident response.

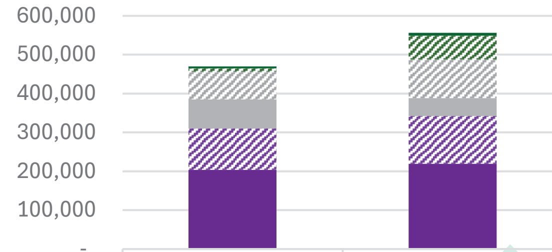
**FY 2024–25 includes the period from September 2024 through June 2025, following the opening of the Express Lanes to traffic on August 28, 2024*

Total Number of Violation Notices Mailed and CA DMV Holds Placed



	FY 24 - 25*	FY 25 - 26
CA DMV Holds Placed	107,113	161,616
NDTEV Notices	262,054	400,415
NTEV Notices	216,127	355,285
Amnesty Notices	425,704	401,059

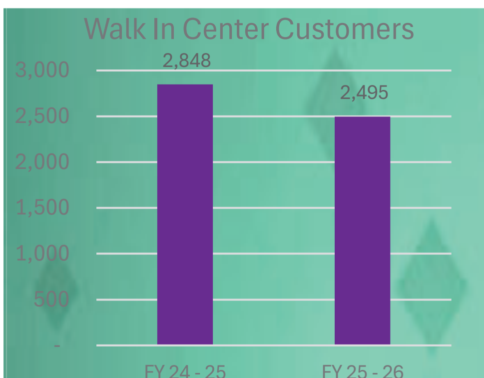
Non-FasTrak Payments by Channel

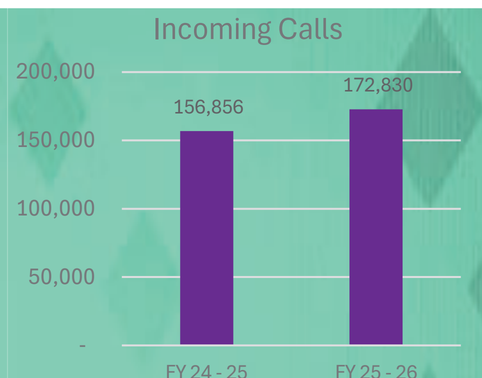


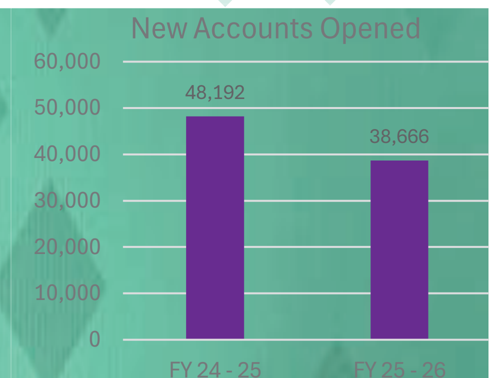
	FY 24 - 25*	FY 25 - 26
IVR	4,439	7,007
DMV	8,931	61,597
CSR	71,234	99,093
Account Association	74,649	46,370
PNM	106,862	122,652
Web	203,668	219,532

Violation notices and CA DMV holds increased in FY25-26, reflecting higher Express Lanes usage. NTEV notices, NDTEV notices, and CA DMV holds all increased, while Amnesty Notices declined from 425,704 to 401,059. The reduction in Amnesty Notices may indicate growing customer familiarity with the Express Lanes program and its tolling policies as the facility continues to mature.

Non-FasTrak payments increased in FY25-26, with Web (online) and PNM (Pay Near Me) remaining the primary payment channels. CSR (agent-assisted payment), DMV (registration enforcement), and Account Association (FasTrak/payment plan) transactions also increased, while IVR (automated phone payment) remained a relatively small share of total payments. This trend reflects a continued customer preference for convenient electronic payment options.







Incoming calls increased from 156,856 to 172,830, while walk-in center customers decreased from 2,848 to 2,495 and new accounts opened declined from 48,192 to 38,666. This trend may indicate continued customer reliance on remote support channels, while in-person visits and new account openings decreased as the program matured.

FY 2024–25 includes the period from September 2024 through June 2025, following the opening of the Express Lanes to traffic on August 28, 2024

2.1 TRAFFIC VOLUMES

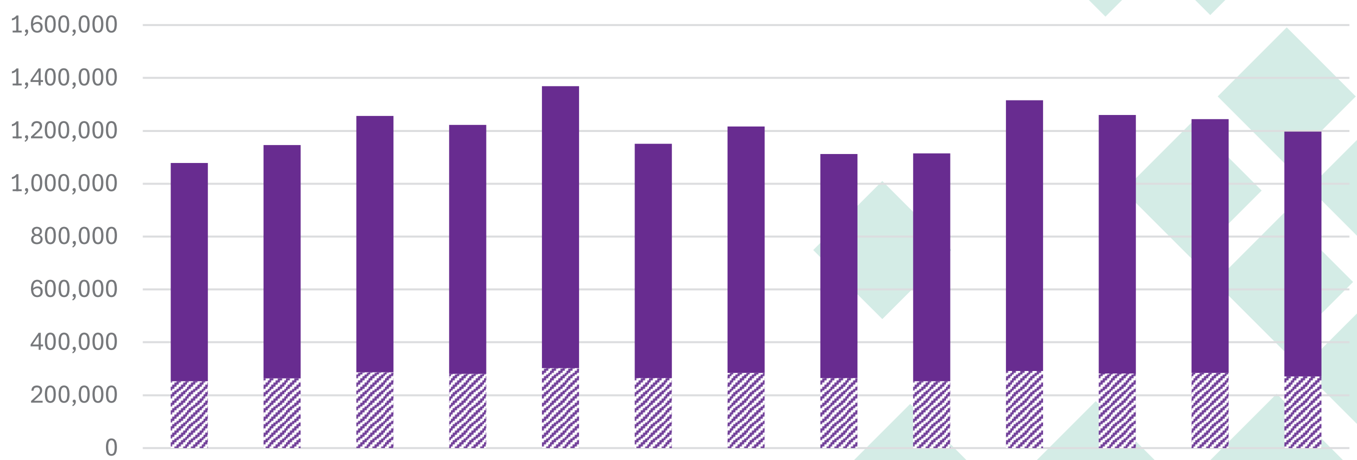
EL trips totaled 14.6 million over the past 12 months. The most recent quarter reached 3.7 million trips, representing a 5% increase compared to the FY25-26 Q3 (Jan-Mar), and a 6% increase compared to FY24-25 Q4 (Apr-Jun).

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

Figure 1 summarizes monthly trip volumes on the EL categorized by greater than zero dollars (Tolled) and zero-dollar trips (Non-Tolled). Over the fiscal year, total trips increased from 10.6 million in FY24-25 (10 months only) to 14.6 million in FY25-26. Tolled trips increased from approximately 2.7 million in FY25-26 Q3 to 2.9 million in FY25-26 Q4, a 4.8% increase. This also represents a 6.4% increase over the FY24-25 Q4 tolled total of 2.7 million trips. This upward trend suggests a continued and growing utilization of tolled services.

The percentage of Non-Tolled trips remains steady at 22-23%. 99% of Non-Tolled trips are HOV3+ trips. Many customers incorrectly declare HOV3 status, and manual occupancy surveys show that a significant portion of HOV3+ users do not meet eligibility requirements. To address this issue, SBCTA continues to display HOV violation-specific messaging on the TRDMS. The agency is also preparing to pilot an automated vehicle occupancy detection system in 2026.

Figure 1 –Monthly Total Express Lane Trips



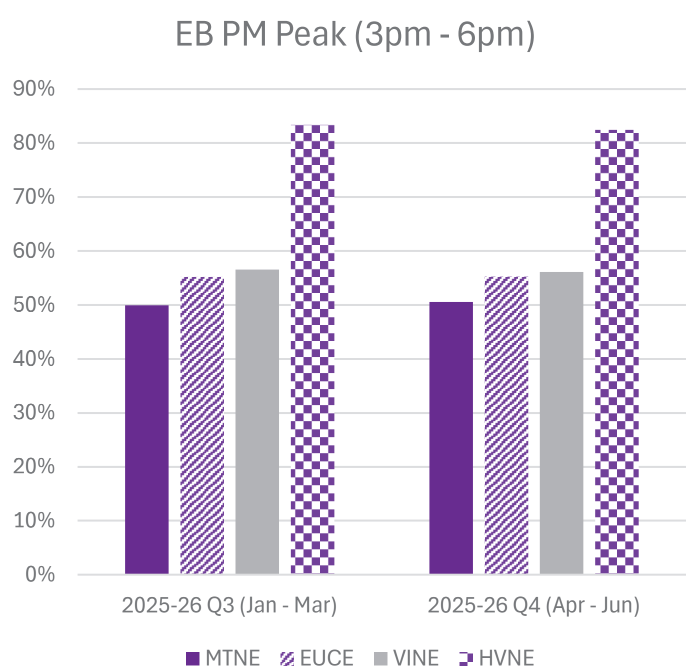
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Tolled Trips	825 K	882 K	969 K	942 K	1.07 M	886 K	933 K	847 K	862 K	1.02 M	979 K	961 K	925 K
Non-Tolled Trips	253 K	264 K	287 K	280 K	302 K	265 K	284 K	265 K	253 K	291 K	281 K	284 K	271 K
% of Tolled Trips	77%	77%	77%	77%	78%	77%	77%	77%	77%	78%	78%	77%	77%
% of Non-Tolled Trips	23%	23%	23%	23%	22%	23%	23%	23%	23%	22%	22%	23%	23%
Total Trip	1.08 M	1.15 M	1.26 M	1.22 M	1.37 M	1.15 M	1.22 M	1.11 M	1.11 M	1.32 M	1.26 M	1.24 M	1.24 M

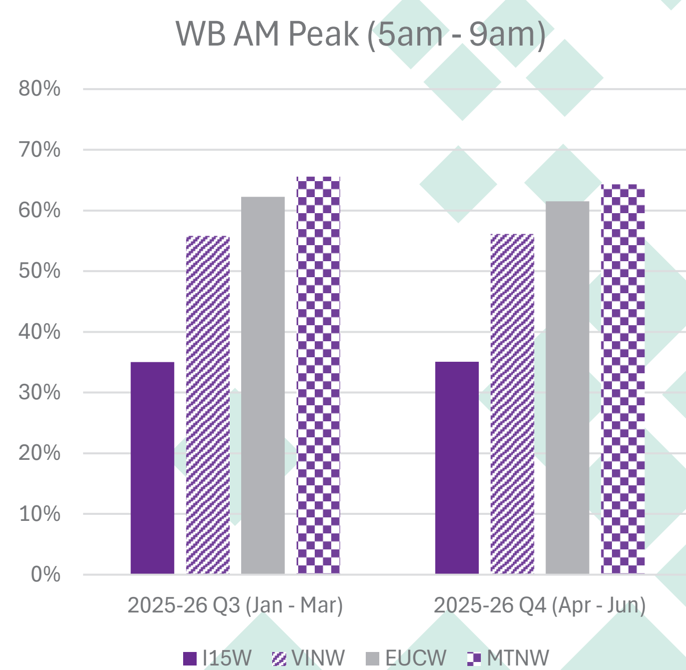
There are four toll plazas/zones in the EB direction located at Mountain Avenue (MTNE), Euclid Avenue (EUCE), Vineyard Avenue (VINE) and Haven Avenue (Haven East) and four toll plazas/zones in the WB direction located at I-15 (I15W), Vineyard Avenue (VINW), Euclid Avenue (EUCW) and Mountain Avenue (MTNW).

Figure 2 presents the utilization in the EB direction during the PM Peak (3pm-6pm) and the WB direction during the AM Peak (5am-9am) across the four toll zones. In FY25-26 Q4 (Apr-Jun), Haven East's PM peak utilization was 83% - no change from FY25-26 Q3 (Jan-Mar). 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. In FY25-26 Q4 (Apr-Jun), the utilization across all zones remained stable, with changes ranging from 0% - 2% compared to FY25-26 Q3 (Jan-Mar).

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. 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 with two lanes for all zones except Haven East. Haven East capacity is calculated for one lane with a capacity of 1450 vphpl based on an analysis of the merge capacity in this zone.

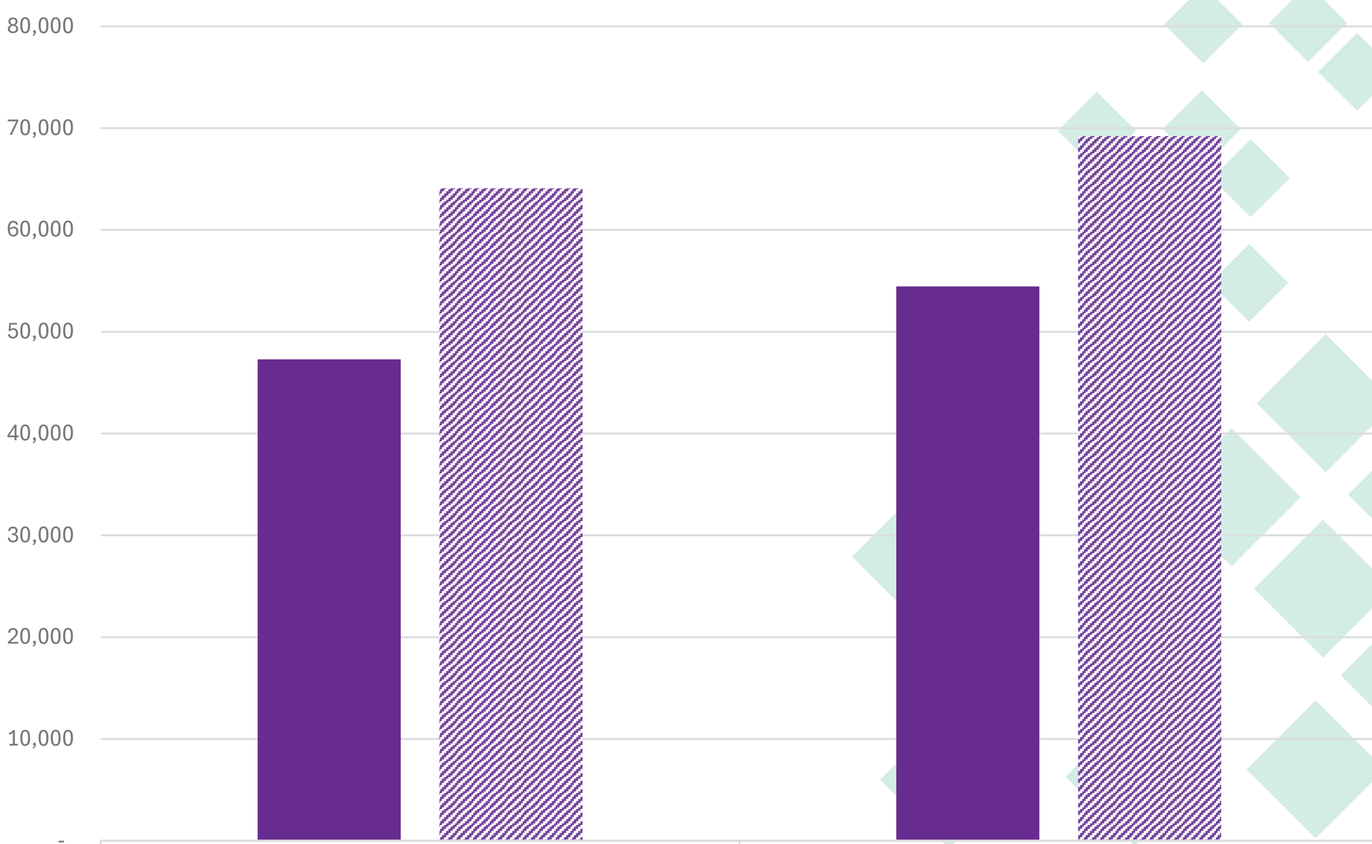
2.2 TRAVEL TIME

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. Travel time savings vary by time of day, with the greatest benefits observed during peak periods.

Figure 3 compares travel time savings for EB and WB directions across two fiscal quarters— FY25-26 Q3 (Jan-Mar) and FY25-26 Q4 (Apr-Jun). The total travel time savings increased by 11% from Q3 to Q4. This increase is likely attributable to the higher EL volumes in FY25-26 Q4.

As traffic volumes increase, the speed differential between the EL and GP lanes typically widens, resulting in travel time savings that increase at a proportionally greater rate than volumes.

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



	2025-26 Q3 (Jan - Mar)	2025-26 Q4 (Apr - Jun)
EB	47,281	54,449
WB	64,084	69,210
Total	111,365	123,658

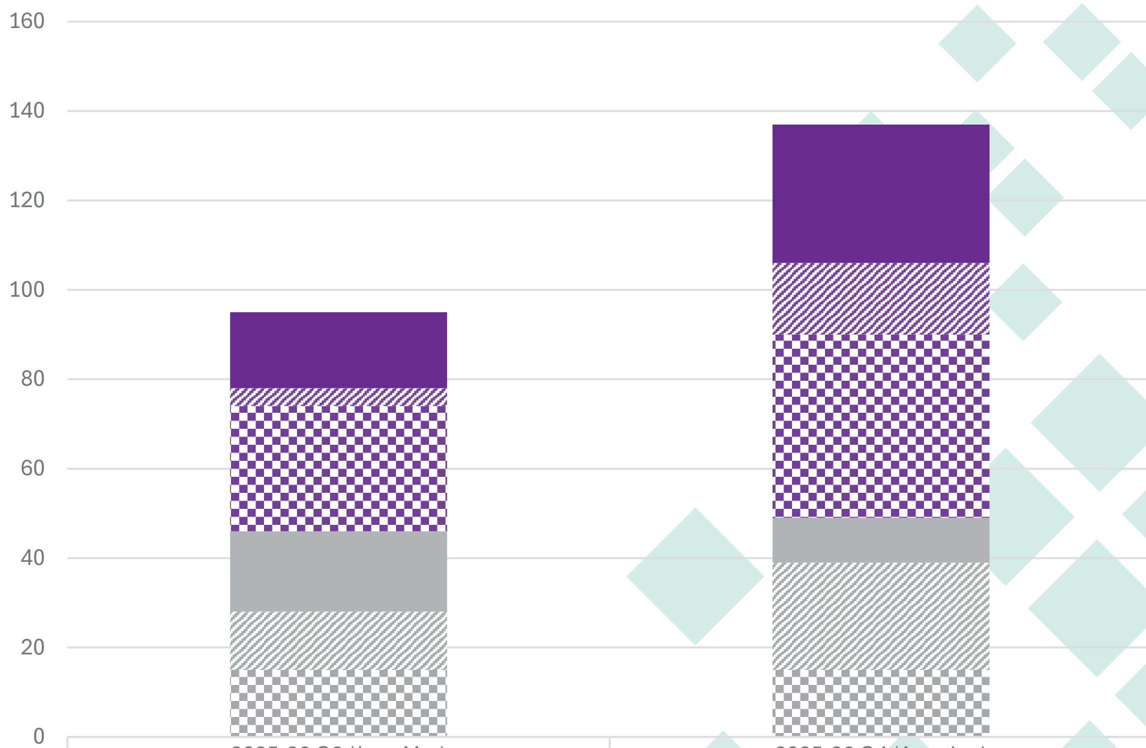
2.3 FSP ASSISTANCE

Figure 4 presents a breakdown of FSP assists incidents in the EL during FY25-26 Q3 (Jan-Mar) and FY25-26 Q4 (Apr-Jun). The data highlights trends in various incident categories, offering insights into operational challenges and areas for potential improvement. Total monthly incidents increased from 95 in FY25-26 Q3 to 137 in FY25-26 Q4, reflecting an overall increase in activity likely due to higher traffic volume in FY25-26 Q4 compared to FY25-26 Q3.

Most incident categories increased in FY25-26 Q4, notably debris removal, accidents, flat tire, and mechanical problems, consistent with seasonal traffic increases. Vehicle safety checks incidents declined slightly, while "other" remained the most common incident type in both quarters.

Overall, the FSP Assist Program delivered value by improving roadway safety, minimizing delays through rapid incident response, and sustaining reliable corridor operations.

Figure 4 - Quarterly FSP Assist Data



	2025-26 Q3 (Jan - Mar)	2025-26 Q4 (Apr - Jun)
Accident	17	31
Debris Removal	4	16
Flat Tire	28	41
Vehicle Safety Check	18	10
Mechanical Problem	13	24
Other	15	15
Total Number of Incidents	95	137

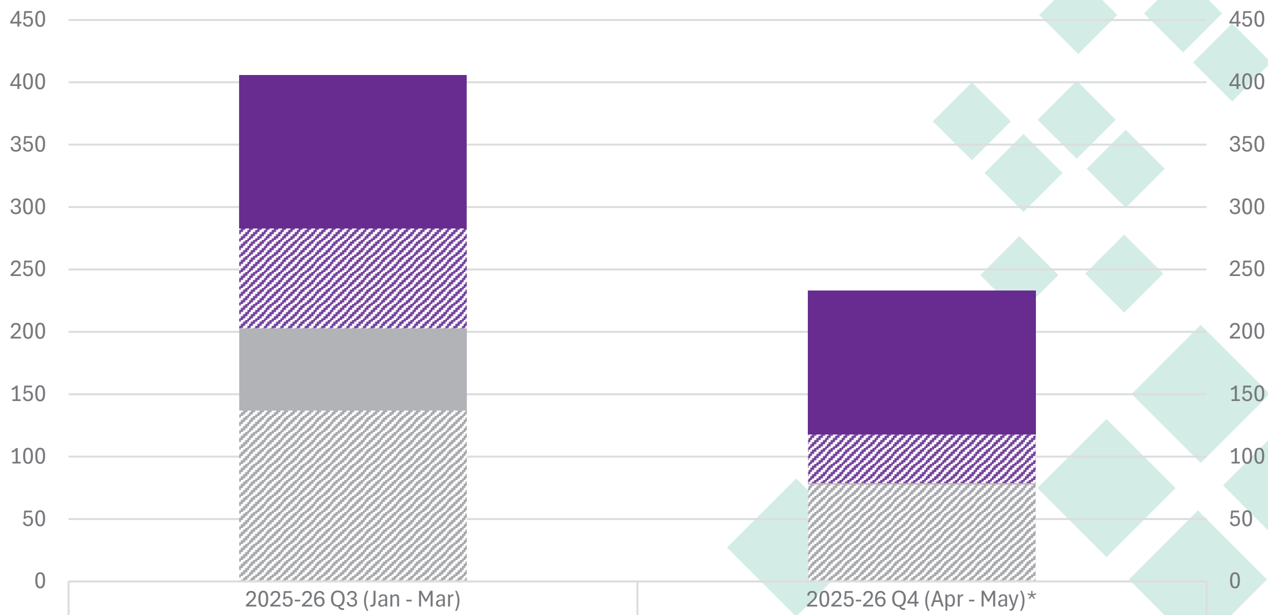
2.4 CHP Enforcement

Figure 5 presents a breakdown of CHP enforcement categories on EL for FY25-26 Q3 (Jan-Mar) and FY25-26 Q4 (Apr-May). In FY25-26 Q3, a total of 406 violations were recorded, while FY25-26 Q4 saw a decrease to 233 violations, indicating a 42% reduction in overall traffic violations. However, June data is not included due to a delay in data retrieval.

CHP experienced staffing and resource constraints from June 2025 through December 2025, which may have affected enforcement activity during that period. Enforcement resources returned to more typical levels beginning in January 2026.

Overall, in FY25-26 Q4, speeding was the most prevalent violation, followed by other and no plates violations.

Figure 5 - Quarterly CHP Data



	2025-26 Q3 (Jan - Mar)	2025-26 Q4 (Apr - May)*
Speeding	123	115
No Plates	80	39
3+ Violation	66	1
Other	137	78
Total shifts	90	44
Total Violations	406	233

*NOTE: *April & June CHP report is pending*

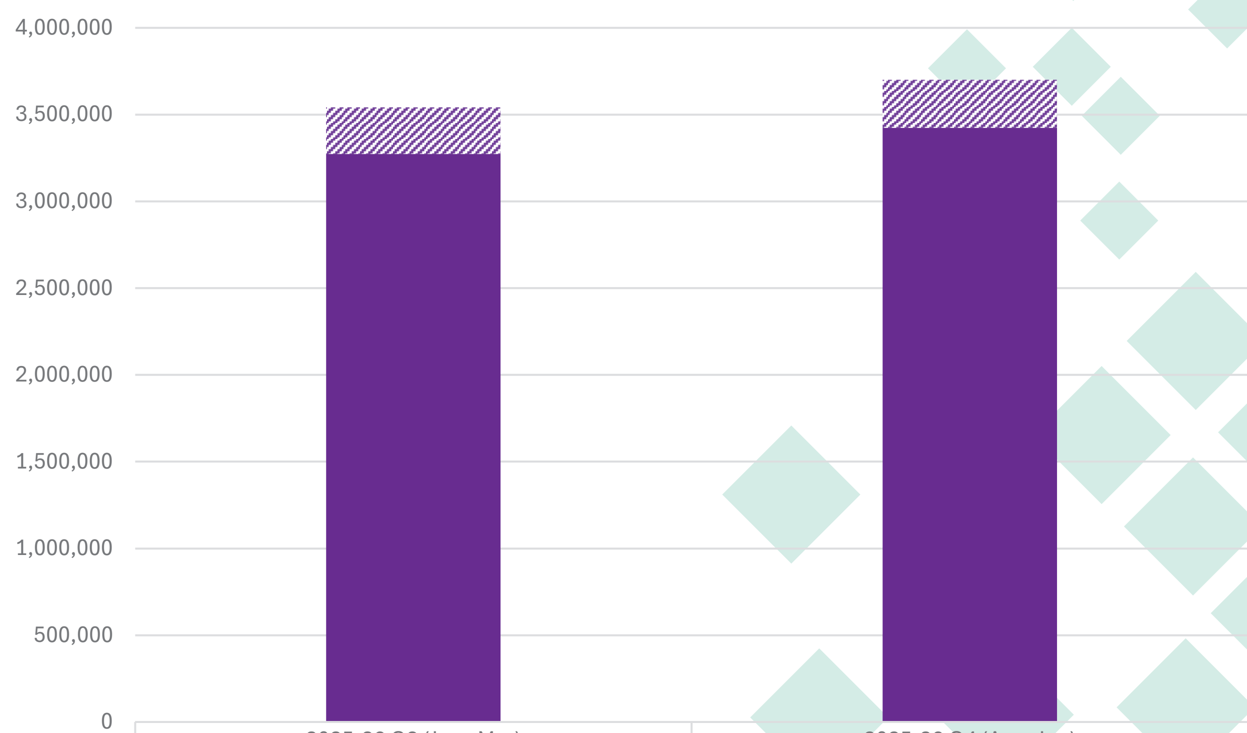
3.1 TRIPS AND TOLL RATES

Figure 6 compares quarterly EL trips between FY25-26 Q3 (Jan-Mar) and FY25-26 Q4 (Apr-Jun). The trips are broken out by FasTrak and Non-FasTrak trips. From FY25-26 Q3 to FY25-26 Q4, total corridor trips increased from approximately 3.54 to 3.70 million, reflecting increase in usage by 4.5% following seasonal traffic trends. The proportion of FasTrak trips remained consistent around 92% of the total trips in FY25-26 Q3 and FY25-26 Q4 while Non-FasTrak trips also remained consistent at about 8% of total trips in FY25-26 Q4.

This indicates that most new users and users continue to rely on FasTrak for toll payments. Ongoing SBCTA marketing efforts and targeted TRDMS messaging since the SBCTA I-10 EL has gone live have contributed to the strong adoption and sustained preference for FasTrak among corridor travelers.

Q4 total trips increased 4.5% from Q3

Figure 6 – Quarter Total Express Lanes Trips



	2025-26 Q3 (Jan - Mar)	2025-26 Q4 (Apr - Jun)
Non-FasTrak Trips	269,728	277,762
FasTrak Trips	3,272,028	3,423,696
% of FasTrak Trips	92%	92%
% of Non-FasTrak Trips	8%	8%
Total Trips	3,541,756	3,701,458

Figure 7 provides the number of trips for each possible entry and exit along the SBCTA I-10 Express Lanes for both the EB and WB directions. The data indicate that most trips traveled the full length of the corridor.

EB trips from Mountain to Haven, Euclid to Haven, and Vineyard to Haven in FY24-25 are consistent with FY25-26 except for trips from Haven to the eastern terminus which has decreased by 85% due to additional channelizers installed in April 2025 to deter vehicles from illegally entering the ELs.

In the WB Direction, all the trips from I15W to Mountain, Vineyard to Mountain and Euclid to Mountain increased by approximately 35%.

Overall, the total trips in EB direction increased by 33.2% while the WB direction increased by 40.8% and overall trips increased by 37.2%.

Figure 7 – Volumes by Origin & Destination

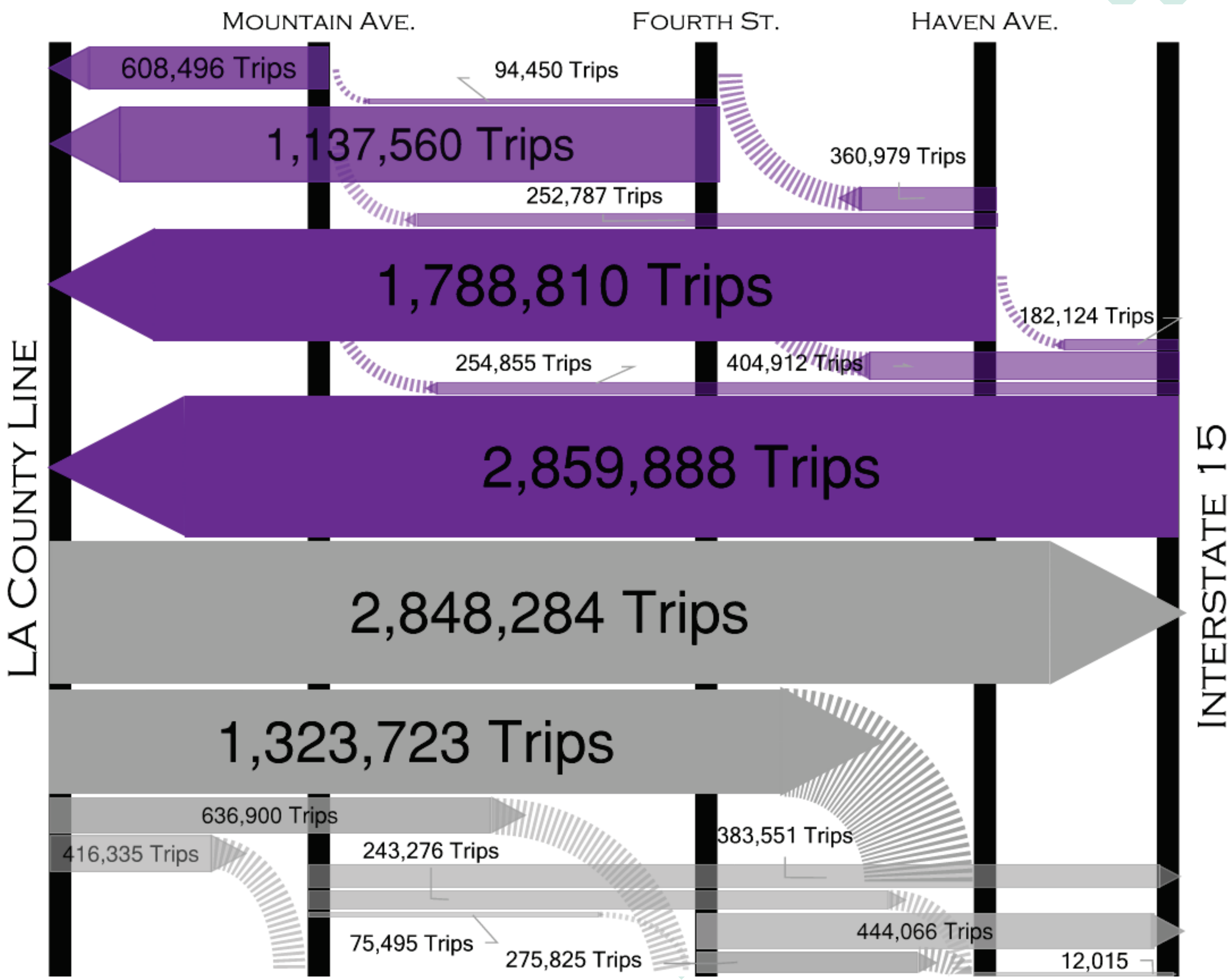


Figure 8 shows a bar chart comparing average and maximum toll prices for FasTrak and Non-FasTrak users in FY25-26 Q4 (Apr-Jun) and FY25-26 Q3 (Jan-Mar), EB and WB, as displayed on Toll Rate Dynamic Message Signs (TRDMS).

It is observed that in FY25-26 Q4, the weekday FasTrak peak toll reached $14.50 in the EB direction. Higher peak period congestion levels were observed within the Haven East toll zone, allowing the Dynamic Pricing Algorithm (DPA) to respond to demand and maintain traffic flow. These observed toll levels reflect SBCTA's ongoing efforts to manage congestion and maintain travel time reliability through dynamic pricing. The average FasTrak toll in the EB direction increased from $1.62 in FY25-26 Q3 to $1.75 in FY25-26 Q4.

In FY25-26 Q4, the weekday WB FasTrak peak toll remained at $12.00, matching the FY25-26 Q3 peak toll of $12.00. The average FasTrak toll in the WB direction decreased from $1.31 in FY25-26 Q3 to $1.26 in FY25-26 Q4. In June 2026, dynamic pricing algorithm adjustments were implemented to address congestion hot spots, particularly near the Express Lane termini during peak periods. The impacts of these changes are expected to become more evident in the next quarterly reporting period.

Figure 8 – Quarterly Posted Toll Rate Summary for Weekdays

	EB 2025-26 Q3 (Jan - Mar)	EB 2025-26 Q4 (Apr - Jun)	WB 2025-26 Q3 (Jan - Mar)	WB 2025-26 Q4 (Apr - Jun)
FasTrak Average	$1.62	$1.75	$1.31	$1.26
FasTrak High	$13.70	$14.50	$12.00	$12.00
Non-FasTrak Average	$2.99	$3.21	$2.50	$2.39
Non-FasTrak High	$21.05	$22.25	$18.50	$18.50

4.1 CUSTOMER CONTACT BY PHONE

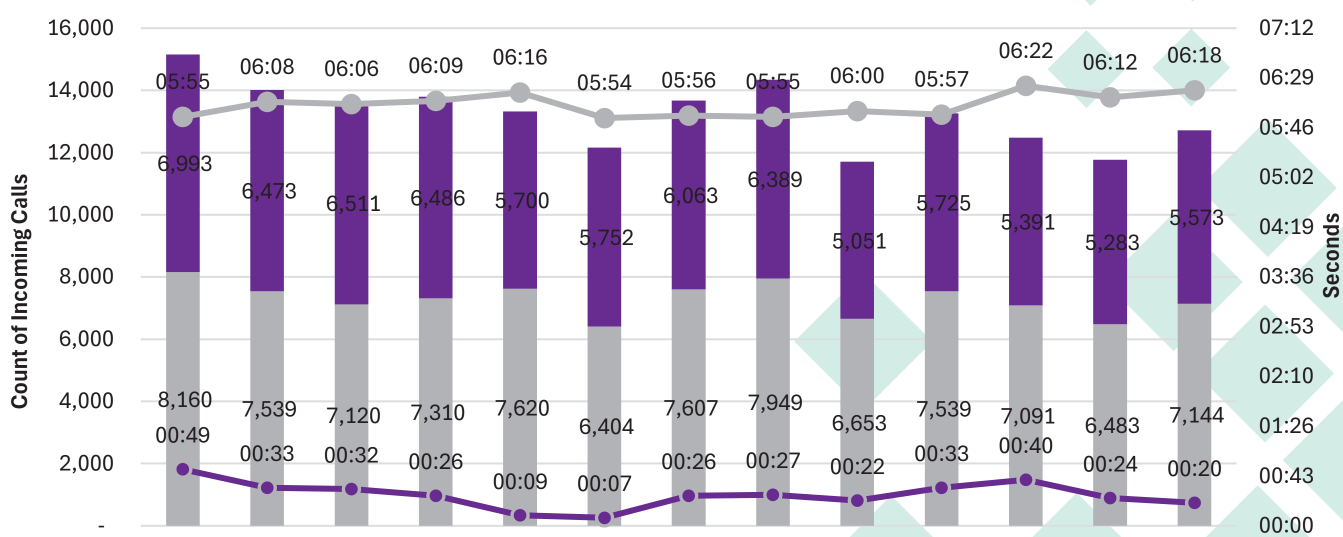
Figure 9 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA's dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle and hold times per call.

The total number of incoming calls declined in FY25-26 Q4 (Apr-Jun), with a 6.0% decrease compared to the previous quarter FY25-26 Q3 (Jan-Mar).

In FY25-26 Q4 (Apr-Jun), 56% 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 by approximately 20 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 9 – Monthly Incoming Calls by SBCTA Customers



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
IVR Calls	6,993	6,473	6,511	6,486	5,700	5,752	6,063	6,389	5,051	5,725	5,391	5,283	5,573
Calls to CSRs	8,160	7,539	7,120	7,310	7,620	6,404	7,607	7,949	6,653	7,539	7,091	6,483	7,144
Average Hold Time	00:49	00:33	00:32	00:26	00:09	00:07	00:26	00:27	00:22	00:33	00:40	00:24	00:20
Average Handle Time	05:55	06:08	06:06	06:09	06:16	05:54	05:56	05:55	06:00	05:57	06:22	06:12	06:18

4.2 Customer Satisfaction Survey

SBCTA released a customer satisfaction survey in November 2025 to evaluate performance across four key metrics using a five-point rating scale: communication, listening, overall customer satisfaction, and satisfaction with SBCTA's products and services. All figures reflect monthly survey results from November 2025 through June 2026.

Figure 10 summarizes the monthly customer satisfaction survey results across these metrics. Overall satisfaction remains consistently high, averaging between 4.6 and 4.7 across the reporting period. Communication and listening scores are similarly strong, with averages of 4.7 and 4.8, respectively, while satisfaction with SBCTA's products and services remains stable at an average of 4.4. In addition, customers were asked how many calls it took to resolve their issue.

Figure 11 shows a consistent response rate averaging approximately 11%–12%.

Figure 12 shows an average of 1.3–1.4 contacts per resolution since the survey started, indicating most issues are resolved in a single call.

Figure 10 – Phone Survey Results - Scores

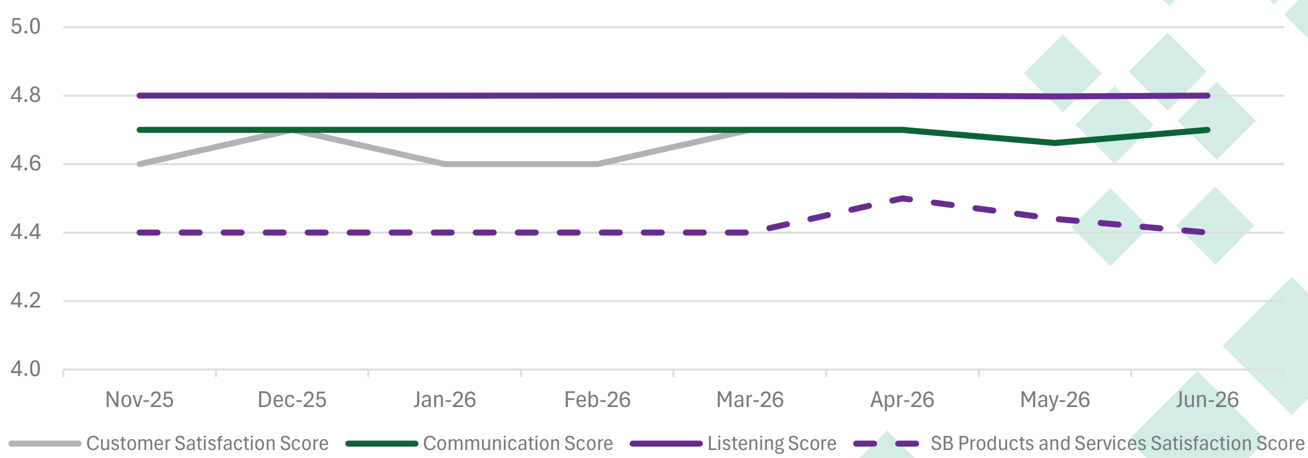


Figure 11 – Survey Response Rate

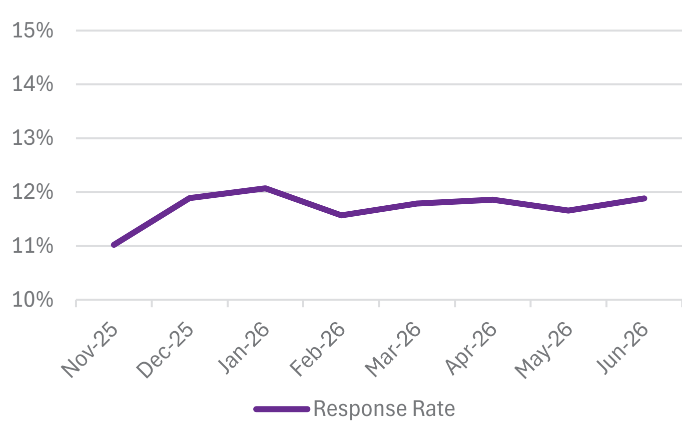
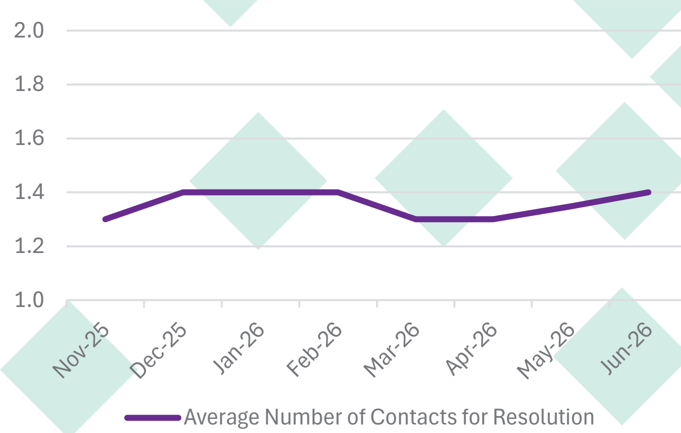


Figure 12 – Average Number of Contacts for Resolution

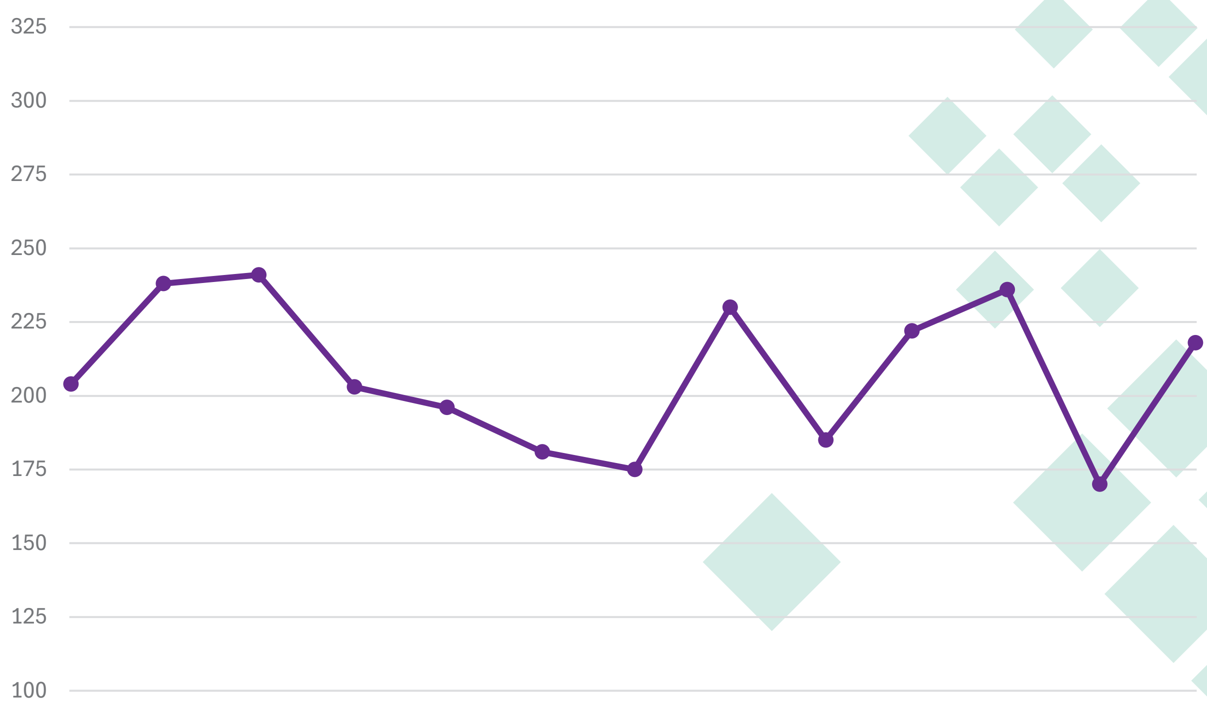


4.3 CUSTOMER WALK-IN VISITS

Figure 13 indicates I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. For FY25-26 Q4 (Apr-Jun), 611 customers (out of 624) used the San Bernardino Walk-In Center (WIC), a 3% decrease from 633 customers (out of 637) in the previous quarter. This small decrease represents a normal fluctuation in visits.

Since inception of the program, customers are almost exclusively using the Walk-In Center located in Rancho Cucamonga City Hall. In FY25-26 Q4 (Apr-Jun), only 13 customers used the Irvine Walk-In Center to inquire about the I-10 EL. Only 92 customers have used the Irvine Walk-In Center since it opened in July 2024.

Figure 13 – Monthly Walk-In Center Customers



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Total Walk In Customers	204	238	241	203	196	181	175	230	185	222	236	170	218
		2025 Q1 (Jul - Sep)			2025-26 Q2 (Oct - Dec)			2025-26 Q3 (Jan - Mar)			2025-26 Q4 (Apr - Jun)		
		682			552			637			624		

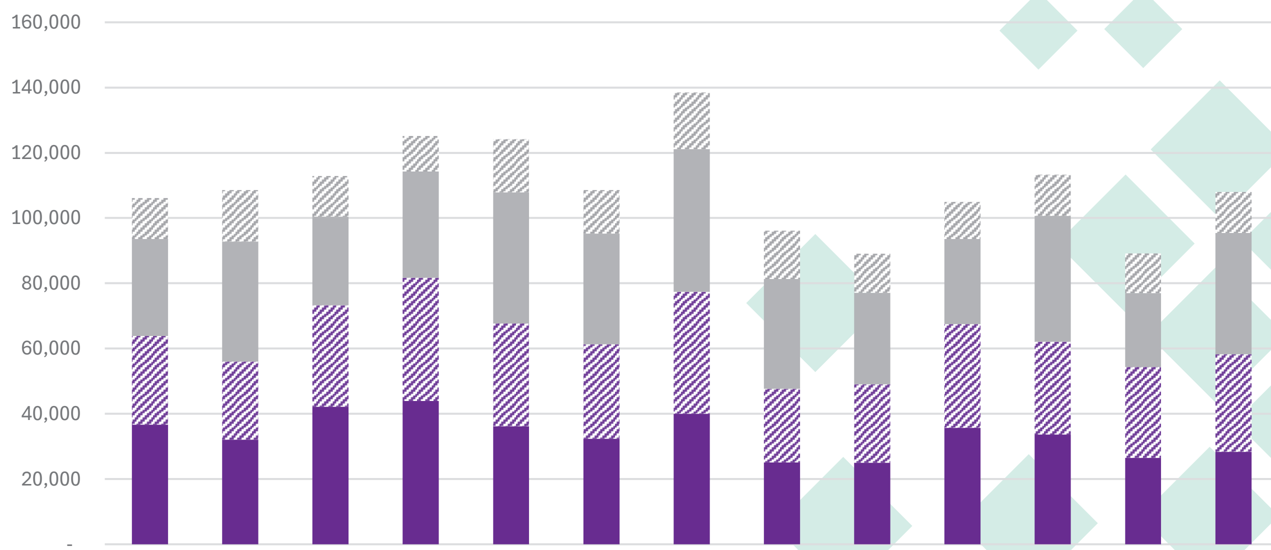
4.4 VIOLATION NOTICES AND CA DMV HOLDS

Figure 14 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 FY25-26 Q4 (Apr-Jun) increased by 8%, compared to the previous quarter. The increase is comparable with the increase in image-based transactions of approximately 3%, compared to the previous quarter. The number of registration holds with the CA DMV declined by 2% for the quarter, consistent with a decrease in NDTEV notices in the prior quarter. Additionally, amnesty notices decreased by approximately 6% year-over-year. This reduction may reflect growing customer awareness and understanding of the SB Express Lanes program and its tolling policies as the facility continues to mature.

Figure 14 – Monthly Total Number of Violation Notices Mailed and CA DMV Holds Placed



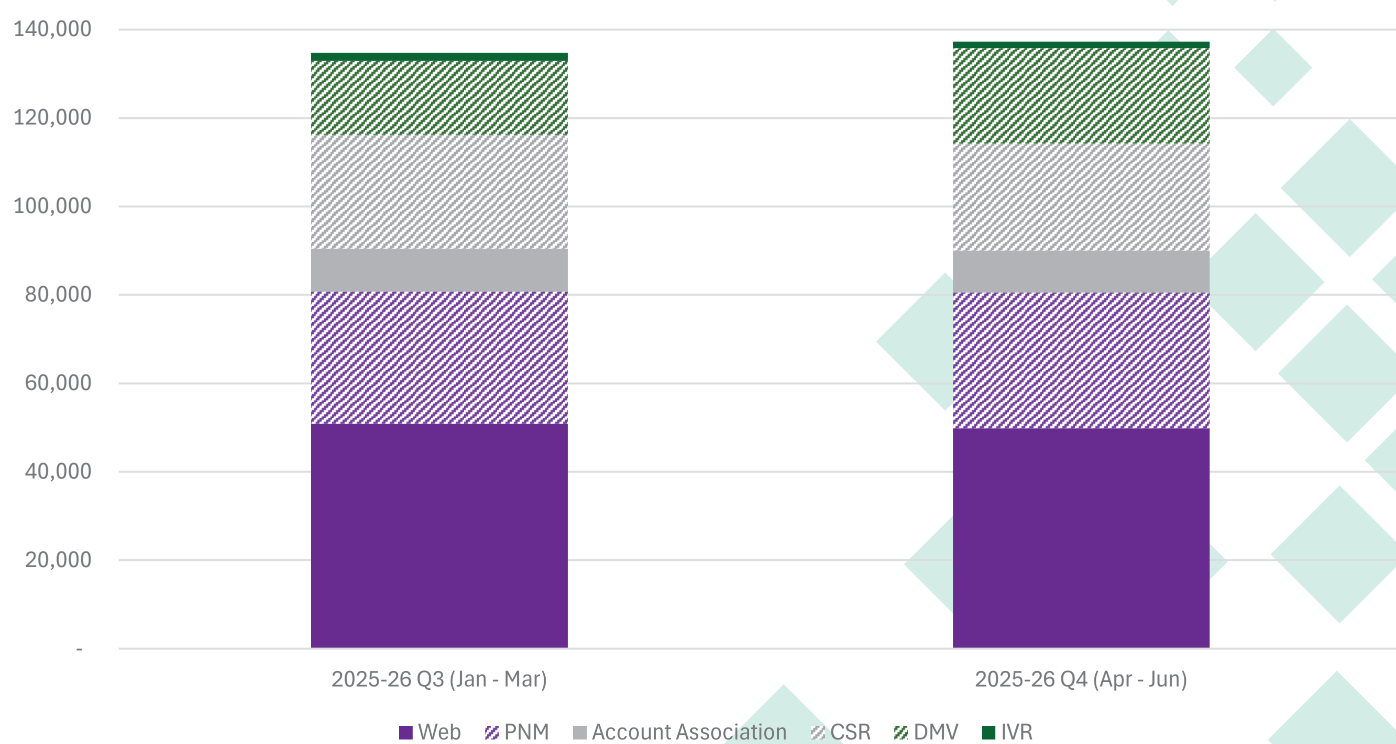
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
CA DMV Holds Placed	12,581	15,789	12,475	10,814	16,298	13,324	17,368	14,787	11,979	11,382	12,703	12,127	12,570
NDTEV Notices	29,692	36,735	27,155	32,620	40,211	33,998	43,763	33,620	27,981	26,083	38,485	22,629	37,135
NTEV Notices	27,196	23,959	31,111	37,707	31,510	28,878	37,348	22,620	24,099	31,805	28,443	27,902	29,903
Amnesty Notices	36,646	32,049	42,176	43,965	36,176	32,401	40,045	25,087	24,984	35,657	33,677	26,475	28,367

4.5 NON-FASTRAK PAYMENTS BY CHANNEL

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

Figure 15 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. Customers choosing to call the call center are primarily making violation payments by speaking with the CSR, rather than use the automated IVR system. This could indicate overall customer preferences or a need for improvement to IVR system flows to encourage use of the automated system and reduce the burden on call center staff.

Figure 15 – Quarterly Non-FasTrak Payments by Channel



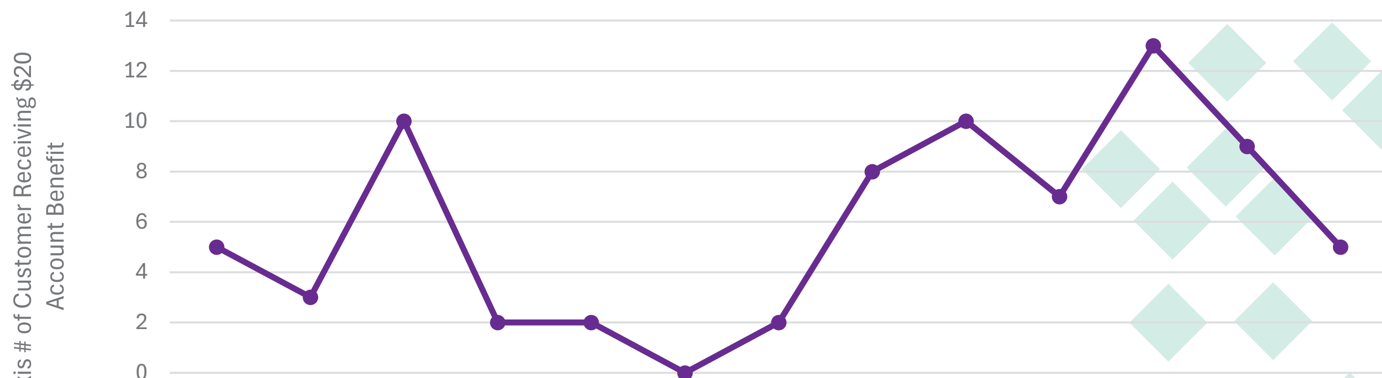
4.6 Discount Programs

SBCTA provides discount programs for low-income households and disabled veterans residing in San Bernardino County. In FY26-27, the agency plans to enhance the Low-Income Resident Benefit to improve accessibility and participation.

Figure 16 shows the number of customers that received the $20 low-income benefit since launch of the discount programs. There have been 96 low-income accounts opened since the opening of the EL. In FY25-26 Q4 (Apr-Jun), there were 27 new customers approved for the program, an increase of two enrollments from the previous quarter.

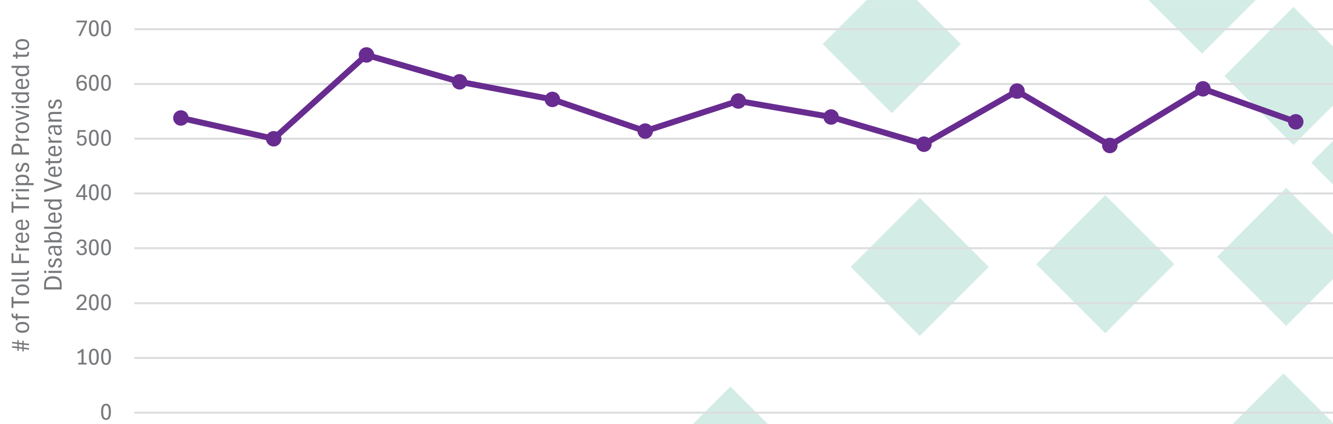
Figure 17 depicts the number of toll-free trips taken under the Disabled Veteran Benefit. Trips were flat from FY25-26 Q3 (Jan-Mar), indicating the program has reached maturity.

Figure 16 – Monthly Low Income Promotions



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Low Income Promotions	5	3	10	2	2	0	2	8	10	7	13	9	5

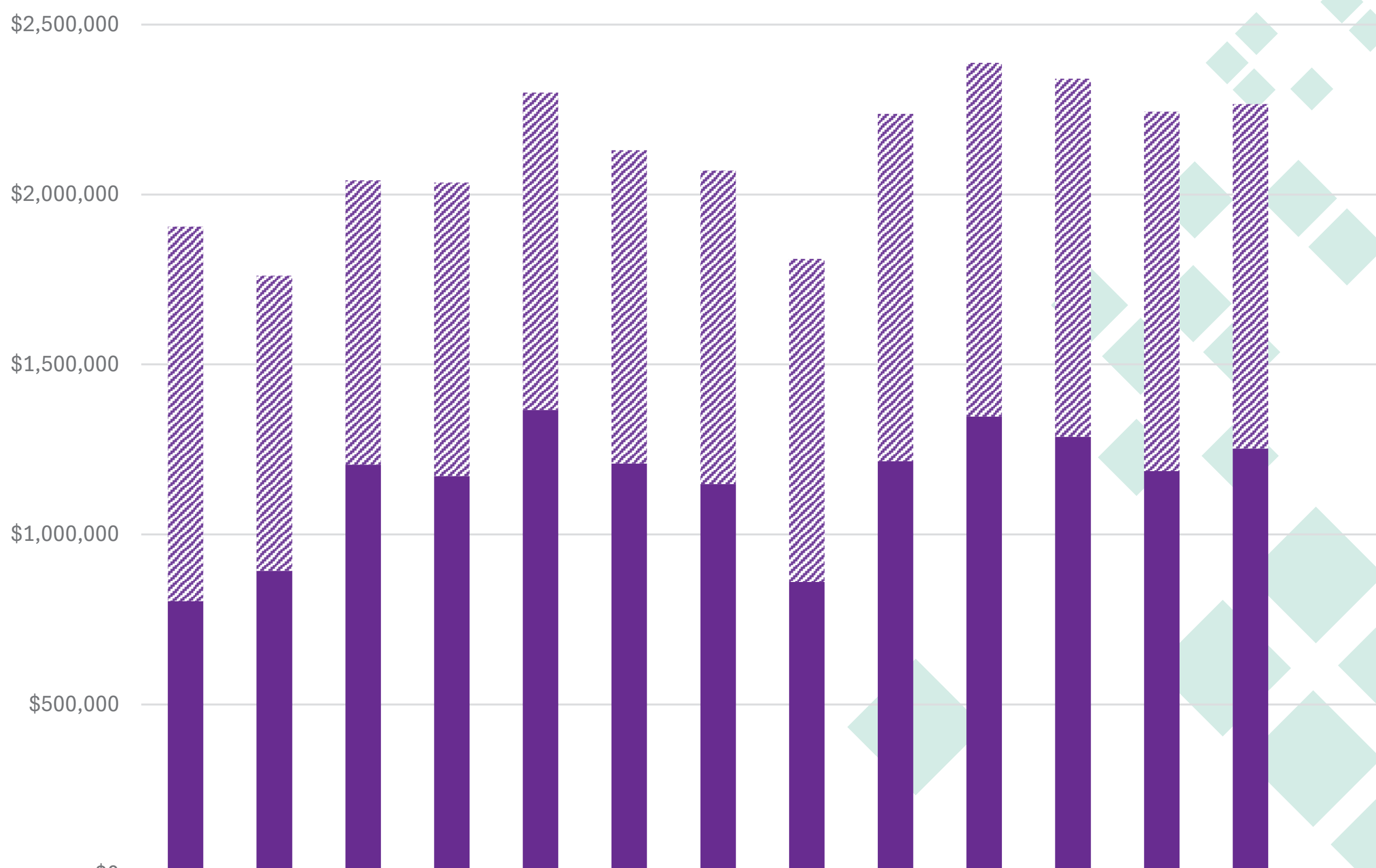
Figure 17 – Monthly Disabled Veteran Trips



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Disabled Veteran Trips	538	500	653	604	572	514	569	540	490	587	488	591	531

Figure 18 reflects actual toll, fee and penalty revenue, which is comprised of payments received from customers and posted to accounts. Actual revenue since Revenue Service Commencement reached $41.6 million. While this is a positive revenue trend, the cost to collect violation tolls and penalties is higher than that of FasTrak trips. Therefore, continued efforts should be made to encourage FasTrak enrollment, including the ongoing redesign of the violation notice to improve customer understanding of FasTrak benefits and available payment options

Figure 18 – Monthly Actual (Paid) Revenue over months by FasTrak and Non-FasTrak (By Payment Posted Date)



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total*
Non-FasTrak	$1.10 M	$868 K	$837 K	$864 K	$934 K	$922 K	$922 K	$951 K	$1.02 M	$1.04 M	$1.05 M	$1.06 M	$1.01 M	$17.5 M
FasTrak	$803 K	$893 K	$1.21 M	$1.17 M	$1.37 M	$1.21 M	$1.15 M	$860 K	$1.22 M	$1.35 M	$1.29 M	$1.19 M	$1.25 M	$24.1 M
Total Paid	$1.91 M	$1.76 M	$2.04 M	$2.04 M	$2.30 M	$2.13 M	$2.07 M	$1.81 M	$2.24 M	$2.39 M	$2.34 M	$2.24 M	$2.27 M	$41.6 M

NOTE: Total is from inception*

5.2 ACCOUNTS RECEIVABLE

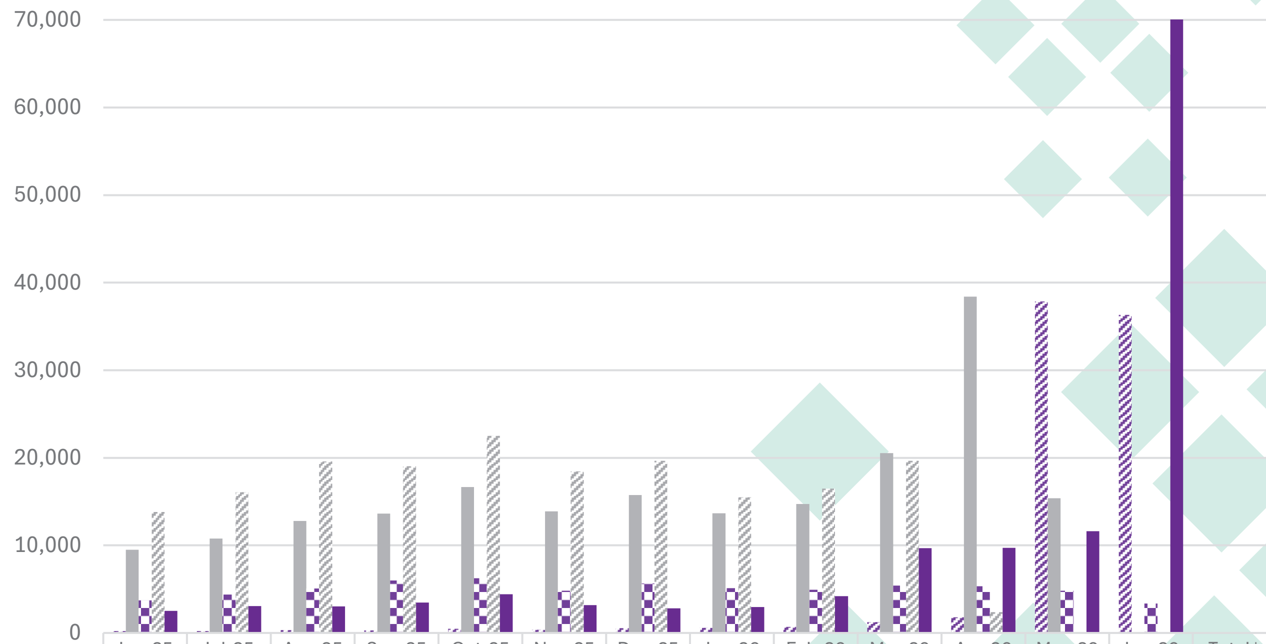
Accounts receivable is comprised of unpaid tolls. **Figure 19** presents the trip counts and amounts receivable from different violation categories. A violation notice is sent to Non-FasTrak trips within 21 days of the trip date, therefore many trips will appear as "Not Noticed" or "First Notice" for the most recent month. As trips age, they are either paid or move into "Second Notice." Aging for the quarter ended June 2026 reflects the normal escalation process.

It should be noted that the amounts receivable in the "Not Noticed" category do not include violation penalties.

Amounts receivable in all other categories are inclusive of penalties. Unpaid tolls include trips that have not been noticed. As of the end of June 2026, toll accounts receivable is $1.68 million.

If a trip is not posted to a FasTrak account or has not been noticed within 120 days, the trip is reversed as is no longer considered receivable.

Figure 19 – Monthly Uncollected Trips



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total*
First Notice	235	213	0 k	0 k	0 k	0 k	1 k	1 k	1 k	1 k	2 k	38 k	36 k	07 K
Second Notice	9 k	11 k	13 k	14 k	17 k	14 k	16 k	14 k	15 k	21 k	38 k	15 k		222 K
Pending Collection	4 k	4 k	5 k	6 k	6 k	5 k	6 k	5 k	5 k	5 k	5 k	5 k	3 k	77 K
DMV Hold	14 k	16 k	20 k	19 k	23 k	18 k	20 k	15 k	16 k	20 k	2 k			302 K
Not Noticed	3 k	3 k	3 k	3 k	4 k	3 k	3 k	3 k	4 k	10 k	10 k	12 k	71 k	63 K
Tolls $ AMNT	$59 K	$78 K	$101 K	$110 K	$136 K	$109 K	$113 K	$91 K	$101 K	$156 K	$153 K	$172 K	$301 K	$1.68 M

NOTE: Total is from inception*

Minute Action

AGENDA ITEM: 4

Date: August 13, 2026

Subject:
Progress Briefing Report through June 2026

Recommendation:
Receive the Major Projects Status Report for the period through June 2026.

Background:
The Major Projects Status Report for the period through June 2026 is a high-level summary of relevant project information. This information is presented to provide schedules, costs, funding, and work descriptions for current active projects being managed by the Project Delivery Department. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. Interstate 15 (I-15) Cajon Pass Northbound Truck Lane Extension Project:

This project is evaluating the feasibility of extending the existing truck climbing lane from 2.7 miles north of Kenwood Avenue to State Route 138. The improvement is expected to reduce significant congestion on northbound I-15, where trucks account for 15.63% of traffic.

At the July 2025 SBCTA Board of Directors (Board) meeting, a Preliminary Engineering and Environmental Services contract was awarded to begin the Project Initiation Document (PID) phase. Since the PID kick-off, the project team has secured concurrence or approval on the following PID support documents:

- Project Category Approval Letter – November 18, 2025
- Floodplain Assessment Memorandum – December 12, 2025
- Water Quality Memorandum – December 12, 2025
- Traffic Engineering Performance Assessment – March 2026
- Storm Water Data Report – March 2026
- Transportation Planning Scoping Information Sheet – April 23, 2026
- Vehicle Miles Traveled Decision Document – May 5, 2026
- Preliminary Environmental Analysis Report – May 6, 2026
- Bridge Preliminary Structures Planning Memo – June 9, 2026

The final PID, submitted as a Project Study Report–Project Development Support (PSR-PDS), was delivered to California Department of Transportation (Caltrans) for District review on May 28, 2026. Approval of the PSR-PDS is anticipated by mid-August 2026, which will allow the project to advance into the Project Approval/Environmental Document (PA/ED) phase.

I-15 is a nationally significant freight corridor, and progress on this segment through the Cajon Pass is crucial for positioning both Caltrans and SBCTA to compete for 2026 Trade Corridor Enhancement Program (TCEP) Cycle 5 funding. The project is currently in Round 3 of the TCEP review cycle, where it has received a “MEDIUM-HIGH” rating and a State Bill 1 Prioritization Committee decision of “Conditional Yes,” supporting joint sponsorship with Caltrans District 8.

Entity: San Bernardino County Transportation Authority

To remain competitive for TCEP funding, the PA/ED must be completed by mid-summer 2027.

2. State Route (SR) 18 Operational and Safety Improvement Project:

The SR 18 Operational and Safety Improvement Project proposes constructing a 14-foot median and reprofiling the roadway to improve overall operations and safety. The project limits extend from the Los Angeles/San Bernardino County Line to US 395 within the Cities of Adelanto and Victorville, covering approximately 15 miles. Within this corridor, SR 18 is a two-lane conventional highway on rolling and flat terrain.

Caltrans approved the PSR-PDS on June 18, 2025, allowing the project to advance to the PA/ED phase. In March 2025, the SBCTA Board authorized release of a Request for Proposals for professional services for the PA/ED phase and awarded the contract in September 2025. Since the PA/ED phase began, the project has submitted or received approval on the following documents:

- Aerial Deposited Lead – approved February 25, 2026
- Hazardous Waste Initial Site Assessment – approved February 26, 2026
- Noise Memorandum – completed April 15, 2026
- Historic Property Survey Report/Archaeological Survey Report – completed April 15, 2026
- Visual Impact Assessment – completed April 16, 2026
- Natural Environmental Study – completed April 22, 2026
- Traffic Volume Methodology Report – approved April 28, 2026
- Intersection Safety and Operational Assessment Process Report – submitted April 29, 2026
- Traffic Management Plan – submitted May 22, 2026
- Draft Project Report – submitted May 22, 2026
- Drainage Report – submitted May 27, 2026
- Paleontological Mitigation Plan – submitted May 29, 2026
- Air Quality Memorandum – approved June 16, 2026
- Preliminary Material Report – submitted June 16, 2026
- Preliminary Geotechnical Design Report – submitted June 16, 2026
- Cultural Project Initiation Report – approved June 16, 2026
- Jurisdictional Delineation for Waters of the U.S. – approved June 25, 2026
- Preliminary Foundation Report – submitted June 30, 2026

The Draft PA/ED consisting of the Draft Project Report and Draft Mitigated Negative Declaration/Finding of No Significant Impact—is expected to be submitted to Caltrans for District review in November 2026. Following approval, the environmental document will be released for public review in early 2027. Final PA/ED approval is anticipated in early summer 2027, allowing the project to proceed to Final Design and Right-of-Way.

SR 18 is designated as part of the Interregional Road System in Caltrans' 2021 Interregional Transportation Strategic Plan. It is a critical goods-movement corridor connecting economic centers, recreational areas, and both urban and rural regions. Advancing this project positions

Caltrans and SBCTA to competitively pursue funding through the 2026 TCEP, Cycle 5. The project is currently in Round 3 of TCEP review with a "Medium" rating and a State Bill 1 Prioritization Committee determination of "Conditional Non-Sponsorship" by Caltrans District 8.

To remain competitive for TCEP funding opportunities, the PA/ED must be completed by mid-summer 2027.

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

The US 395 Phase 2 Project will expand the corridor from two lanes to four lanes and add a continuous median between I-15 and SR 18 (Palmdale Road), covering approximately seven miles. This project is a joint effort between SBCTA and Caltrans aimed at closing a critical gap along US 395 in the Victor Valley region.

A construction management services contract was awarded at the October 2, 2024, Board meeting. Final design and Right-of-Way Certification were completed on May 5, 2025. At the May 15–16, 2025 California Transportation Commission (CTC) meeting, the CTC allocated $30 million in TCEP funds. The project was advertised for construction in August 2025, followed by the award of the construction contract at the November 5, 2025, Board meeting. A groundbreaking ceremony took place on February 20, 2026, at the Hesperia Park and Ride.

Utility relocation began in January 2025 with Southern California Edison relocating overhead power poles and multiple agencies relocating underground facilities, including Southwest Gas, Charter Communications, Frontier, Sprint, Lumen Level 3, Race Communications, and Zayo Fiber Optic.

Construction officially began on April 23, 2026. Early activities included pre-environmental field surveys, installation of construction area signs and Desert Tortoise fencing, relocation of Joshua trees, and placement of a temporary k-rail along with re-striping of US 395 to support Stage 1 construction. Overall construction is expected to take approximately two and a half years.

At the June Mountain/Desert Policy Committee meeting, the committee recommended amending both the construction management and construction contracts to incorporate waterline relocation work for the City of Hesperia and the City of Victorville. The SBCTA Board approved these amendments at its July meeting.

A Public Outreach program has been established and will continue throughout construction. Project funding is provided through a combination of Federal, State, and Measure I sources.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2026/2027.

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

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

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Minute Action

AGENDA ITEM: 5

Date:* *August 13, 2026

Subject:
Contract No. 26-1003431 for On-Call Environmental Services

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

A. Approve Contract No. 26-1003431 for On-Call Environmental Services in support of the Project Delivery Program, to ALL4 LLC, in a not-to-exceed amount of $3,000,000 through August 31, 2031, to be funded by various project-specific resources as needed.

Background:
On May 6, 2026, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved the release of Request for Proposals (RFP) No. 26-1003431 for On-Call Environmental Services.

Since the inception of the On-Call Environmental Services contract, many necessary services have been completed to assist in the timely delivery of SBCTA’s major projects. The most significant service provided under this contract is that of the Environmental Project Manager (PM). Since SBCTA does not employ its own Environmental PM, this contract provides the flexibility and cost effectiveness to use the PM on an as-needed basis. In addition, Federal and State regulatory changes are identified and tracked with any effects conveyed to SBCTA for information or input. Other services include providing management and oversight for peer review of environmental documents to ensure completeness, proactively identifying potential environmental risks early in a project’s schedule, early integration of environmental constraints into the project’s design, developing mitigation strategies prior to entering into negotiations with resource agencies, coordination with resource agencies, paleontological and biological monitoring, and environmental permitting. The environmental services span from the conceptual phase of a project through construction and may include post-construction regulatory permitting requirements and/or mitigation and monitoring for some projects.

SBCTA has benefitted enormously from the on-call environmental resources. The benefits have resulted in schedule and cost savings, ensuring delivery dates are realized, receiving funding, and constructing projects in compliance with permits and other regulatory requirements. The peer review has effectively reduced the number and extent of California Department of Transportation (Caltrans) review iterations for various environmental documents, thereby saving time in the project schedule, saving SBCTA consultant resources, and optimizing the use of Caltrans’ limited resources.

Numerous environmental tasks for the many projects in the Project Delivery Program have been completed. The list of tasks completed for ongoing and anticipated for future projects includes, but is not limited to:

- Management of the environmental phase of work and specific environmental studies.
- Oversight and peer review for environmental documents and studies.

Entity: San Bernardino County Transportation Authority

- Participation in Project Development Team (PDT) meetings.
- Processing of jurisdictional water permits.
- Researching and negotiating mitigation property options.
- Managing Contract Task Order procurement and activities.
- Processing of regulatory permits.
- Evaluating draft legislation and determining the effects.
- Identify Federal or State regulatory changes and prepare SBCTA for potential impacts they may cause.
- Negotiating terms and requirements for permits and agreements with various Federal and State resource agencies.
- Providing recommendations to SBCTA staff on viability and applicability of environmental mitigation measures and requirements in environmental studies, the Environmental Commitment Record (ECR), bid documents and permits.

The vigorous Project Delivery Program continues to strive for effective project delivery in conjunction with the other stakeholders such as Caltrans, regulatory agencies, and local agencies. To meet this need and to stay abreast of any changes to law or policies it is estimated that the on-call environmental service needs for the next five years at SBCTA will be $3,000,000. Tasks that yield a product, and are not oversight or peer review, will be assigned by task order.

The Request for Proposals (RFP) No. 26-1003431 was released on May 6, 2026, in accordance with SBCTA's procurement policies and procedures for professional services. The solicitation was electronically sent to 659 consultants registered on PlanetBids and was downloaded by 79 firms. The Q&A period remained open through May 21, 2026, and Addendum No. 1 was issued on May 27, 2026, which included responses to questions received by the deadline specified in the RFP.

SBCTA received six proposals by the submission deadline. A responsiveness review was conducted by the Procurement Professional, confirming that all submissions met the requirements of the solicitation.

The proposals were disseminated to all evaluation committee members, along with the evaluation materials including score sheets, reference check forms, the Declaration of Impartiality and Confidentiality form, and Standards of Conduct. The Evaluation Committee was comprised of three SBCTA staff members.

Each evaluator independently reviewed and scored the proposals based on the evaluation criteria outlined in the RFP, including firm qualifications, staffing and organization, and work plan. Following individual evaluations, the Committee convened on June 11, 2026, to discuss proposal strengths and weaknesses, finalize technical scores, and identify the highest-ranked firms for interviews.

The six proposed firms were; ALL4 LLC, Cornerstone Consulting Services, LSA Associates, Inc., Sapphos Environmental, Inc., Terracon Consultants, Inc., and UltraSystems Environmental, Inc.

Based on the technical scores, the Committee short-listed two firms for interviews: All4 LLC and LSA Associates, Inc. Interviews were conducted on June 18, 2026, consisting of a presentation and question-and-answer session. The interview was weighed at 60% and the technical proposal was weighed at 40%, respectively for a total combined score of 100%.

The Committee considered both proposers qualified to perform the work specified in the RFP. The highest-ranked firm, ALL4 LLC, ranked first in both technical and overall score. The firm demonstrated a thorough understanding of the scope of work, proposed a well-qualified team, and submitted a fair and reasonable cost proposal consistent with the Independent Cost Estimate.

Variances in the criteria scores were noted and discussed. Full details of the scores, evaluation forms, and reference checks are all located in the Contract Audit File

Staff recommends approval of Contract No. 26-1003431 for On-Call Environmental Services in support of the Project Delivery Program, to ALL4 LLC, in a not-to-exceed amount of $3,000,000 through August 31, 2031.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2026/2027 and is funded with various local sources and Measure I in Program 40, Project Delivery.

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

Responsible Staff:
Tracy Escobedo, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 26-1003431 Amendment No.: ____

Contract Class: Payable Department: Project Delivery

Vendor No.: 04134 Vendor Name: All4 LLC

Description: On-Call Environmental Services

List Any Related Contract Nos.: ____

Dollar Amount

Original Contract	$	3,000,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**3,000,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**3,000,000.00**

Contract Authorization

Board of Directors Date: 9/2/2026 Committee Item # ____

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) Monthly

Accounts Payable

Estimated Start Date: 9/2/2026 Expiration Date: 8/31/2031 Revised Expiration Date: ____

NHS: No QMP/QAP: No Prevailing Wage: N/A

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,000,000.00	Total Contingency: $ -
GL:								Various	3,000,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Tracy Escobedo
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Contract funded by various projects/revenues as task orders are issued.

Attachment: CSS 26-1003431 [Revision 1] (12734 : Contract 26-1003431 for On-Call Environmental Services)

Form 200 11/2019

CONTRACT NO. 26-1003431

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

<u>ALL4 LLC</u>

FOR

ON-CALL ENVIRONMENTAL SERVICES

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and All4 LLC ("CONSULTANT") whose address is: 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A – "Scope of Work", ("Work"), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through August 31, 2031, or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

3.1 Specific projects will be assigned to CONSULTANT through issuance of Contract Task Orders

3.2 After a project to be performed under this Contract is identified by SBCTA, SBCTA will prepare a Contract Task Order (CTO), less the cost estimate. The CTO will identify the Scope of Work, expected results, project deliverables, period of performance, project schedule and will designate an SBCTA Project Manager. The CTO will be delivered to CONSULTANT for review with a deadline for submittal. CONSULTANT shall return the CTO prior to the deadline established along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the CTO shall be signed by both SBCTA and CONSULTANT and charges may be incurred and reimbursed.

3.3 CTO's may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

3.4 CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal "Exhibit B". The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

3.5 Commencing on September 1, 2027, and adjusted annually every subsequent September 1st during the Contract term, the maximum labor rate of the labor rate range for the classifications/titles in Exhibit "B" of this Contract will be adjusted by the percentage change identified in the U.S. Bureau of Labor Statistics' "Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry", for the "Occupational group", "Professional and related" ("ECI series"). The ECI series is not seasonally adjusted and includes any successor index if the ECI series is discontinued. Annual merit increases to billable rates may be requested for each of the employees in the classifications/titles, subject to SBCTA Project Manager approval. At no point shall any employee's billable rate, which consists of the employee's actual base rate, approved overhead, and approved fixed fee, exceed the existing maximum labor rate of their classification/title.

3.6 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed CTO.

3.7 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

3.8 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such estimate.

3.9 Progress payments for CTO will be made monthly in arrears based on Work provided and actual costs incurred.

3.10 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval or for any Work performed prior to approval of this Contract.

3.11 A CTO is of no force or effect until returned to SBCTA and signed by an authorized representative of SBCTA. No expenditures are authorized on a project, and Work shall not commence until a CTO for that project has been executed by SBCTA.

3.12 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices. Separate invoices itemizing all costs are required for all Work performed under each CTO. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing, or upon completion of the CTO. Invoices shall detail the Work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Contract number, project title and CTO number. Credits due SBCTA that include any equipment purchased under this Contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall be mailed to SBCTA at the following address: ap@gosbcta.com.

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

3.14 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than seven (7) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.

3.15 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SBCTA.

3.16 CONSULTANT reimbursement for the production of monthly billings shall be included in overhead.

3.17 The period of performance for CTOs shall be in accordance with the dates specified in each CTO. No CTO will be written which extends beyond the expiration date of this Contract.

3.18 The total amount payable by SBCTA for a CTO shall not exceed the amount agreed to in the CTO, unless authorized by a CTO amendment.

3.19 The total amount payable by SBCTA for all CTO's resulting from this Contract shall not exceed Three Million Dollars ($ 3,000,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through CTO's.

3.20 All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

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

ARTICLE 5. AVAILABILITY OF FUNDS

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

ARTICLE 6. PERMITS AND LICENSES

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

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

7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

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

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 Intentionally Omitted.

8.4 CONSULTANT shall, document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, or similar evidence of attainment of SBCTA's objectives.

8.5 As applicable, the responsible consultant/engineer shall sign all engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A – "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

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

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

10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

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

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

10.2.1 Increases or decreases the Scope of Work;

10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

10.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

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

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

10.3 Failure of CONSULTANT and SBCTA’s Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the “DISPUTES” Article herein.

10.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.

10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

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

10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

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

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

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

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

12.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 13. CONFLICT OF INTEREST

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

ARTICLE 14. KEY PERSONNEL

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

Name	Job Classification/Function
Julie Beeman	Contract Manager/Environmental Manager
Farshad Farhang	Noise
Jack Packwood	Hazardous Materials

ARTICLE 15. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.

16.2 All materials, documents, data or information obtained from SBCTA 's data files or any SBCTA owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT, shall be maintained as confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

16.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 17. CONSTRUCTION CLAIMS

Intentionally Omitted.

ARTICLE 18. TERMINATION

18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provision herein.

ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $2,000,000 per claim
- An annual aggregate limit of not less than $4,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
    - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

- CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

21.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and, if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$2,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
    - $2,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
    - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: $1,000,000
- General aggregate limit: $2,000,000
- Personal injury and advertising limit: $1,000,000
- Products-completed operations aggregate limit: $2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA.

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - o The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - o The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - o The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - o The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below. The insurance coverages set forth may be met by a combination of the dollar limit of the specified insurance type and an excess or umbrella insurance policy ('Umbrella Policy'), provided that the Umbrella Policy includes coverage for each specific insurance type to achieve the appropriate minimum coverage.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **$1,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- o Combined Bodily Injury and Property Damage Liability insurance.
- o The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Railroad Protective Liability. **Only required when working in close proximity to a railroad. If this coverage is required by a third-party railroad or railroad operator, then the following coverage is required.** The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

21.1.7 Cyber Liability Insurance. Intentionally Omitted

21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, the State of California, Transportation Department (Caltrans), and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements outlined in this Article; set forth the deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the consultant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-consultants' automobile, general liability, or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

21.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

21.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development, and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

21.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.9 Project Specific Insurance. Intentionally Omitted

21.2.10 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

21.2.11 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to the obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.12 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.14 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds identified in this contract.

21.2.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, the State of California Transportation Department (Caltrans), and their authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies, in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. INSPECTION OF OPERATIONS

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino

County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the Contract Articles, Exhibit A, "Scope of Work" and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by email or fax during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	**To SBCTA**
30900 Rancho Viejo Road, Suite 100	**1170 W. 3rd Street, 2nd Floor**
San Juan Capistrano, CA 92675	**San Bernardino, CA 92410-1715**
Attn: Julie Beeman	**Attn: Tracy Escobedo**
Email: jbeeman@all4inc.com	**Email: tescobedo@gosbcta.com**
Cc: Wade Caffrey	**Cc: Procurement Manager**
Email: wcaffrey@all4inc.com	**Email: procurement@gosbcta.com**
Phone: (949) 234-6070	**Phone: (909) 884-8276**

ARTICLE 33. DISPUTES

33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Contract Administrator within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

See Article 16

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;

U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. STATE PREVAILING WAGE RATES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

ARTICLE 48. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 49. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

ALL4 LLC

By: ______________________
William Straub
Chief Executive Officer

Date: ______________________

By: ______________________
Drue Pounds
Chief Financial Officer

Date: ______________________

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ______________________
Joe Baca, Jr.
President, Board of Directors

Date: ______________________

APPROVED AS TO FORM

By: ______________________
Iain MacMillan
Assistant General Counsel

CONCURRENCE

By: ______________________
Alicia J. Bullock
Procurement Manager

EXHIBIT A- "SCOPE OF WORK"

SCOPE OF WORK

I. OVERVIEW

The San Bernardino County Transportation Authority (SBCTA), acting in the capacity designated in the Contract, will utilize the services of a consultant herein referred to as "CONSULTANT", to provide on-call environmental consultant services on an as-needed basis to support a variety of SBCTA projects.

Coordination of CONSULTANT will be accomplished through SBCTA's Project Delivery Manager or designee.

II. APPLICABLE STANDARDS

Deliverables and related material as requested shall be prepared in accordance with SBCTA Environmental Policy and Procedures and, if applicable, California Department of Transportation (CALTRANS) regulations, policies, procedures, manuals, and standards. All work shall be consistent with requirements by the California Environmental Quality Act (CEQA), and if applicable, the National Environmental Policy Act (NEPA) and all other applicable environmental policies, laws, or regulations.

All deliverables and supporting materials furnished under this Scope of Work shall be of a quality acceptable to SBCTA. All products shall be of neat appearance, well organized, technically and grammatically correct, and checked. The appearance, organization, methodology, and content of all deliverables and supporting materials shall be applicable to standards or as otherwise directed.

If needed, qualifications of individuals performing services shall meet the applicable qualifications as noted in the CALTRANS Standard Environmental Reference (SER) and qualifications for any appropriate Professional Licensing Board or regulatory requirements. CONSULTANT shall consult the Caltrans SER for content and requirements during review and preparation of each deliverable.

III. ON-CALL ENVIRONMENTAL SERVICES

CONSULTANT services will include representing SBCTA at meetings or in correspondence, oversight of SBCTA consultants, peer review of environmental deliverables, preparation of environmental technical studies, reports, or documents, and conducting field work such as surveys, monitoring, or inspections.

A. PROJECT MANAGEMENT AND OVERSIGHT REVIEWS

- **Environmental Project Management**

CONSULTANT may be asked to serve as the SBCTA Environmental Project Manager (Environmental PM) on a project and serve as the primary point of contact for all environmental related questions, requests, and submittals. Environmental PM shall understand the project schedule and support/ conduct/coordinate/oversee all studies, analysis, requirements and meetings needed to successfully complete environmental requirements for SBCTA projects.

Environmental PM shall coordinate with CALTRANS and/or all other agencies involved with the project. Environmental PM shall advise SBCTA prior to all contacts, meetings, notifications, and correspondence with CALTRANS or any other agencies.

Environmental PM may receive and review monthly progress reports from subconsultant or other consultants performing environmental related tasks.

Environmental PM may review other consultants' requests for amendments, change orders and/or extensions of time when such requests are determined to be necessary.

Environmental PM may review all contractual payments and ensure consistency with the progress of the associated activity.

On a monthly basis, CONSULTANT shall prepare and submit to SBCTA a monthly status report indicating the progress achieved during the period. The report shall summarize the actual progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline of the process which CONSULTANT, and SBCTA will follow to address the problems. The progress report may be submitted with the monthly invoice.

- **Environmental Peer Review**

In an oversight capacity, CONSULTANT shall conduct ongoing reviews of project related environmental studies, analysis, reports, and/or plans prepared by other consultants in a timely manner. CONSULTANT shall review and oversight the work of other consultants performing environmentally related tasks, Project Control or Work Plan documents submitted to ensure their understanding of the level of information required, reporting procedures and formats, stakeholders, schedule, report cycle, and the intended use of each document.

Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources, land use issues, regulations, storm water, and other specialties, will be required as appropriate.

- **Coordination and Consultation**

CONSULTANT may be consulted for guidance, options, opinions, and strategies related to environmental issues in support of SBCTA projects and the SBCTA program.

CONSULTANT may be asked to perform an independent cost estimate, review a cost proposal and/or scope of work, or otherwise assist on development of a scope of work for environmental work required in any phase of a project.

CONSULTANT may be asked to lead the effort on coordination and/or consultation with one or more regulatory or resource agencies.

- **Permits and Permit Requirements**

CONSULTANT may be asked to act on behalf of SBCTA and apply for resource agency permits and/or to successfully oversee or complete activities necessary to successfully fulfill environmental permit requirements. Activities may be required to be performed prior to and/or during construction. In addition, CONSULTANT may be asked to perform construction monitoring or mitigation and restoration monitoring on a post-construction basis. Coordination related to this task may include but is not limited to the following:

- NEPA/404 MOU
- Section 7 and/or Section 10 of the Federal Endangered Species Act
- Section 1600 of the Streambed Alteration Act
- Section 401 of the Clean Water Act
- Section 402 of the Clean Water Act
- Section 404 of the Clean Water Act
- Section 408 of the Rivers and Harbors Act
- Migratory Bird Treaty Act (U.S. Fish and Wildlife Service).
- Fish and Game Code 2081 or 2080.1 (California Department of Fish and Wildlife).
- Fish and Game code 1002 and Title 14 Sections 650 and 670.1 (California Department of Fish and Wildlife).

B. PLANNING PHASE

- **Planning Phase Deliverables**

CONSULTANT may be asked to prepare the following documents below to support SBCTA projects within the planning phase of project delivery. Documents prepared shall conform to approved Caltrans or applicable guidelines, standards, and templates.

- Preliminary Environmental Analysis Report (PEAR)
- Initial Noise Study
- Hazardous Waste Initial Site Assessments/Investigations
- Scenic Resource and Landscape Architecture Review
- Initial NEPA/404 Coordination
- Initial Biology Study
- Initial Records and Literature Search for Cultural Resources
- Initial Community Impact Analysis, Land Use, and Growth Studies
- Initial Air Quality Study
- Initial Water Quality Studies
- Initial Floodplain Study
- Initial Paleontology Study
- Initial Native American Coordination
- Permits during Project Initiation Documents Development (if necessary)

C. ENVIRONMENTAL APPROVAL PHASE

- **Public and Agency Scoping Process**

As needed, CONSULTANT shall oversee or conduct the preparation and publication of required notices and perform public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. For on-system projects all documents shall be submitted to Caltrans prior to distribution and/or finalization.

- **Environmental Approval Phase Deliverables**

CONSULTANT may be asked to conduct any associated activities and prepare the following documents below to support SBCTA projects within the environmental approval phase of project delivery. Documents prepared and activities shall conform to approved Caltrans or applicable guidelines, standards, and templates.

- Community Impact Analysis Land Use and Growth Studies
- Visual Impact Assessment and Scenic Resource Evaluation
- Noise Study
- Air Quality Study
- Water Quality Studies
- Location Hydraulic & Floodplain Study Reports
- Paleontological Identification Report (PIR)
- Paleontological Evaluation Report (PER).
- Paleontological Monitoring Plan (PMP).
- Environmental Commitments Record
- Hazardous Waste Initial Site Assessments
- Biological Assessment
- Wetlands Study Report
- Natural Environment Study (NES) Report
- Archaeological Survey Report (ASR)
- Area of Potential Effects/Study Area Maps
- Native American Consultation (AB 52
- Historic Property Survey Reports / Historic Resource Compliance Reports
- Finding of Effect (FOE)
- Archaeological Data Recovery Plan/Treatment Plan
- Cultural Resources Memorandum of Agreement (MOA)
- Draft Environmental Document
- Categorical Exemption / Categorical Exclusion (CE) Determination
- Notices Regarding Public Hearing & Availability of Draft Environmental Document
- Public Comment Responses and Correspondence
- Final Environmental Document
- Record of Decision (NEPA)
- Notice of Determination (CEQA)
- Environmental Commitments Record
- Environmental Revalidation (various phases)

D. CONSTRUCTION PHASE

CONSULTANT may be asked to support SBCTA's projects in the construction phase with the following activities or deliverables below. Construction support activities may include oversight of SBCTA's consultants and contractors, environmental construction monitoring, inspections, and coordination with resource or regulatory agencies on behalf of SBCTA. Documents prepared and activities shall conform to Caltrans or applicable guidelines, standards, and templates.

- Environmental Monitoring and Inspections
- Historical Structures Mitigation
- Archaeological and Cultural Mitigation
- Biological Mitigation
- Paleontology Mitigation
- Detailed Site Investigation for Hazardous Waste
- Hazardous Waste Sites Survey
- Hazardous Waste and Hazardous Materials Monitoring
- Detailed Hazardous Waste Site Investigation SI
- Hazardous Waste Management Plan
- Hazardous Waste Clean-up Work Plan
- Hazardous Substances Disclosure Document (HSDD)
- Long Term Mitigation Monitoring
- Updated Environmental Commitments Record
- Environmental Certification at RTL
- Certificate of Environmental Compliance
- Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance
- Long Term Mitigation Maintenance Activities

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
All4LLC	On-Call Environmental Services	$ 3,000,000.00
	Sub Consultants:	
A/E Tech LLC	Noise and Vibration Studies	
NV5	Hazards and Geotechnical Services	
Urbana Preservation & PlanningLLC,	Historical/Cultural Resources	
Nature's Imagae	Habitat Restoration and Maintenance	
Kidd Biological Inc.	Bilogical Consulting/Endangered Species Surveys	
	TOTAL COSTS	**$ 3,000,000.00**

*This is an On-Call contract with a not-to-exceed contract value of $3,000,000.00. All subconsultant costs will be determined on an as needed contract task order basis.

[1] Board of Director authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Minute Action

AGENDA ITEM: 6

Date: August 13, 2026

Subject:
I-15 Corridor Freight and Express Lanes Project - Contract 1 – Amendment No. 1 to Agreement No. 23-1002939 with Union Pacific Railroad and California Department of Transportation

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:

Authorize the Executive Director, or her designee, to execute Amendment No. 1 to Agreement No. 23-1002939 between Union Pacific Railroad, California Department of Transportation, and SBCTA, for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 at the Vina Vista Overhead, to increase the contract amount by $100,000, for a new estimated total of $168,000, to be funded by Measure I Valley Freeway Program funds, subject to approval as to form by SBCTA General Counsel.

Background:
The Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 aims to enhance freight corridor movement by adding auxiliary lanes and two express lanes in each direction along the I-15. This project will stretch from south of State Route (SR) 60 to north of Foothill Boulevard and will be delivered in multiple construction phases.

The first construction phase, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1, will create one to two express lanes in each direction between south of SR 60 and north of Foothill Boulevard. Additionally, auxiliary lanes will be added at select locations to improve freight movement and alleviate traffic congestion.

In September 2020, San Bernardino County Transportation Authority (SBCTA), Union Pacific Railroad (UPRR), and California Department of Transportation (Caltrans) executed Construction and Maintenance (C&M) Agreement No. 23-1002939 for defining roles, responsibilities, and funding for the C&M of the Vina Vista Overhead crossing.

Construction within the UPRR right-of-way at Vina Vista Overhead is currently underway. The Project has required a significantly higher level of support from UPRR than originally anticipated. To ensure adequate staff resources and maintain progress, the C&M agreement requires an amendment to increase the contract amount by $100,000, resulting in a new not-to-exceed total of $168,000, which includes $3,000 for UPRR's grant of rights to construct, maintain and repair in the railroad right-of-way and $165,000 in construction support costs. This amendment is currently in final review by all participating agencies.

Staff is recommending that the SBCTA Board of Directors authorize the Executive Director, or her designee, to finalize and execute Amendment No. 1 to Agreement No. 23-1002939 with UPRR, Caltrans, and SBCTA, to increase the contract amount by $100,000, for a new not-to-exceed total of $168,000, subject to approval as to form by SBCTA General Counsel.

Entity: San Bernardino County Transportation Authority

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with the Measure I Valley Freeway Program funds, under Task No. 0820, Freeway Projects, Sub-Task No. 0831.

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:

David Tan, Senior Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 23-1002939 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-15 Corridor Freight & Express Lanes Project Contract 1 C&M Agreement for Vina Vista OH

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	68,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	100,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**168,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**168,000.00**

Contract Authorization

Board of Directors Date: 9/2/2026 Committee Item #

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? N/A No Budget Adjustment

Local Construction and Maintenance Agreement N/A

Accounts Payable

Estimated Start Date: 9/6/2023 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 168,000.00	Total Contingency: $ -
GL:	4110	40	0820	0831	53702	41100000	650	MSI Fwy	168,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
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David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Form 200 11/2019

State Agreement #08R229 Supplement No. 1

UPRR Real Estate File No 0463380

08-SBd-15 PM 0.0-12.2
08-Riv-15 PM 49.8-52.3
EA 08-0R801
PID 0820000075
DOT No. 903147V
RMP 0526.20
Alhambra Subdivision

**FIRST SUPPLEMENT TO CONSTRUCTION AND MAINTENANCE AGREEMENT
INTERSTATE-15 CORRIDOR FREIGHT AND EXPRESS LANES
AT THE VINA VISTA OVERHEAD (I-15 OH) PROJECT**

THIS FIRST SUPPLEMENT ("Supplemental Agreement") to Agreement 08R229 is made and entered into as of the ____ day of ______________________, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 ("**Railroad**"), the **STATE OF CALIFORNIA, acting by and through its Department of Transportation** to be addressed at 1120 N Street, MS 37, Sacramento, California 95814 ("**State**"), and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY** ("**SBCTA**"), a California public agency. Collectively referred to herein as the **"PARTIES"**.

RECITALS:

A. On September 27, 2023, the Parties entered into Construction and Maintenance Agreement 08R229 to construct express lanes including toll facilities in both directions of Interstate 15 in the City of Ontario, San Bernardino County, in the State of California.

B. The Parties now acknowledge that construction will require an additional 12 months and therefore desire to amend the original cost estimate of $65,000.00 as shown in Exhibit "C" by increasing to $165,000.00 and amending the estimate shown in Section 7a of the Original Agreement from $65,000.00 to $165,000.00.

AGREEMENT:

NOW, THEREFORE, the Original Agreement is hereby amended as follows:

1. Paragraph A of Section 7, "Work to Be Performed by Railroad; Billing Sent to SBCTA; SBCTA's Payment of Bills**"** is amended in its entirety to read as follows:

A. Railroad Work and Operation oversight to be performed during the Project by Railroad, at the sole cost and expense to the SBCTA, is described in Railroad's Cost Estimate revised on March 6, 2026, marked **Exhibit C Revised.** As set forth in the Revised Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is now One Hundred Sixty Five Thousand dollars ($165,000.00).

2. This Supplemental Agreement is incorporated into and made a part of Agreement 08R229, and all unamended terms and conditions of Agreement 08R229 shall remain in full force and effect. This Supplemental Agreement may be executed in two counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: ________________________________

Printed Name: ________________________

Title: _______________________________

SBCTA's signatures follow on the next page.

UPRR Project No.: 0463380

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

By:____

Printed Name: Carolyn Schindler

Title: Executive Director

APPROVED AS TO FORM:

By:____

Printed Name: Julianna K. Tillquist

Title: General Counsel

The State of California's signatures are on the next page.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:____________________________
TIAIRA T. MOERING
Assistant Division Chief
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By: __________________________
Attorney

Recommended for Approval:

By:____________________________
GINA PIPPENGER
HQ Railroad Liaison
Division of Right of Way and Land Surveys

EXHIBIT C Revised

Cost Estimate

Location: SBd-15 Vina Vista Overhead, DOT 903147V
Interstate 15, City of Ontario, San Bernardino County, State of California

	ORIGINAL	SUPPLEMENT	REVISED TOTAL
Project Management	$20,000.00	$15,000.00	$35,000.0(
Construction Submittals	$20,000.00	$25,000.00	$45,000.0(
Construction Management	$20,000.00	$60,000.00	$80,000.0(
Final Inspection	$5,000.00	-	$5,000.0(
Contingency	--	-	-
Total	$65,000.00	$100,000.00	$165,000.0(

Note: This is just an estimate. UPRR will bill on actual cost.

Minute Action

AGENDA ITEM: 7

Date: August 13, 2026

Subject:
IFB No. 26-1003491 for the Construction of the Highland/Redlands Regional Gap Connector

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:

Authorize the Executive Director, or her designee, to release Invitation for Bids No. 26-1003491 for the Construction of the Highland/Redlands Regional Gap Connector Project, subject to final approval of the Plans, Specifications and Estimates package, issuance of the federal authorization to proceed with construction, and subject to approval as to form by SBCTA General Counsel.

Background:
The Highland/Redlands Regional Gap Connector Project (Project) is a cooperative effort between the San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Highland, and the City of Redlands to construct new active transportation facilities, including bicycle and pedestrian paths, connecting the City of Highland to the City of Redlands. These improvements would directly benefit students using non-motorized transportation to access Citrus Valley High School (CVHS). Although CVHS is located within the City of Redlands, its attendance area boundary lies almost entirely within the City of Highland.

Currently, the only direct route from Highland to CVHS is via Boulder Avenue/Orange Street, a two-lane roadway with no dedicated bicycle or pedestrian facilities. Upon completion of the Project, students would have a safe, separated facility to walk or bicycle to and from CVHS. As an added advantage, the Project would intersect with the future Santa Ana River Trail (SART) at Orange Street, creating a regional connection that would allow all users to access the SART, which ultimately extends to the Pacific Ocean.

Staff is recommending that the SBCTA Board of Directors (Board) authorize the Executive Director, or her designee, to advertise the construction contract for the Project through the release of Invitation for Bids No. 26-1003491, subject to final approval of the Plans, Specifications and Estimates package, issuance of the federal authorization to proceed with construction, and subject to approval as to form by SBCTA General Counsel. This will allow the IFB to be released quickly after the E-76 Authorization is issued. A future agenda item for award of the construction contract will be brought to the Board for consideration in the Fall of 2026.

Financial Impact:
The Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I Valley Arterial and local project funds from the Cities of Highland and Redlands, Carbon Reduction Program, Mobile Source Air Pollution Reduction Review Committee and Community Project Funding in Program 40, Project Delivery.

Reviewed By:

Entity: San Bernardino County Transportation Authority

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.

Responsible Staff:
Jeffery Hill, Assistant Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: August 13, 2026

Subject:
Interstate 215 University Parkway Interchange Project - Amendment No. 1 to Caltrans Construction Cooperative Agreement No. 23-1002899

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:

Approve Amendment No. 1 to the Cooperative Agreement No. 23-1002899 with the California Department of Transportation for the Interstate 215 University Parkway Interchange Project, to increase SBCTA's obligation for payable State Furnished Materials in the amount of $26,000 for a new total of $61,000, to be funded with Measure I Valley Freeway Interchange Program funds and the City of San Bernardino local funds.

Background:
In July 2023, Cooperative Agreement No. 23-1002899 between the San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) was approved for the construction phase of the Interstate 215 University Parkway Interchange Project (Project). The cooperative agreement defined the roles and responsibilities for the construction of the Project, and it included an estimated payable amount of $35,000 for SBCTA to purchase State Furnished Materials (SFM) from Caltrans. This estimate was based on the current Caltrans warehouse catalog at that time. The SFM that identified as needed for the Project comprised of traffic signal controller modules and cabinets.

Construction of the Project began in early 2025. In early 2026, SBCTA was informed by Caltrans Construction Contract Services that the catalog was updated with new unit prices. Most of the costs were escalated due to inflation and other factors.

The updated cost for SFM needed based on the current Caltrans warehouse catalog is $55,289.11. Staff also recommends adding a 10% contingency with a recommended revised payable amount of $61,000 (rounded), for a total payable amount increase of $26,000.

Staff recommends approval of Amendment No. 1 to Cooperative Agreement No. 23-1002899 in order to reimburse Caltrans for the SFM procured for operation of the Project.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I Valley Interchange funds and City of San Bernardino local funds in Program 40, Project Delivery under Task No. 0830 Interchange Projects, Sub-Task No. 0853 I-215 University Parkway Interchange Project.

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.

Entity: San Bernardino County Transportation Authority

Responsible Staff:
Paul Melocoton, Project Manager

Contract Summary Sheet

General Contract Information

Contract No: 23-1002899 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation

Description: I-215 University Construction Cooperative Agreement with Caltrans

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	35,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	26,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**61,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**61,000.00**

Contract Authorization

Board of Directors Date: 9/2/2026 Committee Item #

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement One-Time Payments

Accounts Payable

Estimated Start Date: 5/3/2023 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 61,000.00	Total Contingency: $ -
GL:	6010	40	0830	0853	53701	42421010	5	City of San Bernardino	9,638.00	-
GL:	4120	40	0830	0853	53701	41100000	5	MSI Interchange	51,362.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 23-1002899-01 (12638 : I-215 University Parkway IC Project - Amendment No. 1 to Caltrans Construction Cooperative

08-SBD-215 11.35 / 11.95
EA 0E420
Project ID 0800000083
Agreement 08-1768 A-1
SBCTA Agreement No. 23-1002899-01

AMENDMENT NO. 1 TO AGREEMENT 08-1768

This Amendment No. 1 (AMENDMENT) to Agreement 08-1768 (AGREEMENT), executed on and effective from ________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into AGREEMENT on August 8, 2023, defining the terms and conditions for the reconfiguration of existing interchanges and ramps at Interstate 215 and University Parkway in the City of San Bernardino, referred to as PROJECT.

2. The AGREEMENT established the Construction Capital Caltrans DFM spending to be $35,000.

3. PARTIES now seek to increase Construction Capital Caltrans DFM spending to $61,000.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised Funding Summary No 2 is attached and made part of the AGREEMENT. Any reference to the Funding Summary in the AGREEMENT is deemed to refer to the revised Funding Summary attached herein.

2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Project Manager: Paul Melocoton

Phone Number: 909-884-8276

E-mail: pmelocoton@gosbcta.com

Billing Address: 1170 W. 3rd Street

San Bernardino, CA 92410

CALTRANS

Project Manager: Emad Makar
Phone Number: 909-665-3469
E-mail: Emad.Makar@dot.ca.gov

08-SBD-215 11.35 / 11.95
EA 0E420
Project ID 0800000083
Agreement 08-1768 A-1
SBCTA Agreement No. 23-1002899-01

SIGNATURES

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

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ______________________________
Catalino A. Pining III
District 8 Director

VERIFIED OF FUNDS & AUTHORITY:

By: ______________________________
Karem Evans
District 8 Budget Manager

CERTIFIED AS TO FINANCIAL TERMS & POLICIES:

By: ______________________________
Darwin Salmos
HQ Accounting Supervisor

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: ______________________________
Joe Baca, Jr.
President, Board of Directors

APPROVED AS TO FORM:

By: ______________________________
Iain MacMillan
Assistant General Counse

08-SBD-215 11.35 / 11.95
EA 0E420
Project ID 0800000083

Agreement 08-1768 A-1
SBCTA Agreement No. 23-1002899-01

FUNDING SUMMARY No. 2

FUNDING TABLE					
		IMPLEMENTING AGENCY→	SBCTA		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
LOCAL-FEDERAL[1]	SBCTA	RSTP	0	3,079,429	3,079,429
LOCAL	SBCTA	Local	2,230,780	12,271,069	14,501,849
Totals			2,230,780	15,350,498	17,581,278

[1] Fund source is lump sum contribution and is not subject to proportional share decreases

SPENDING SUMMARY					
	CONST. SUPPORT		CONST. CAPITAL		
Fund Type	CALTRANS	SBCTA	SBCTA	DFM CALTRANS	Totals
RSTP	0	0	3,079,429	0	3,079,429
Local	0	2,230,780	12,210,069	61,000	14,501,849
Totals	0	2,230,780	15,289,498	61,000	17,581,278

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.

6. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

8. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

9. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.

Department Furnished Materials (DFM)

10. CALTRANS will invoice SBCTA the estimated cost of Department Furnished Materials (DFM) as shown in the Funding Summary of this AGREEMENT. SBCTA will reimburse CALTRANS the invoiced amount at least forty-five (45) working days prior to the commencement of CONSTRUCTION expenditures. Based on the final accounting, CALTRANS will invoice or refund SBCTA as necessary to satisfy the financial commitments associated with DFM in this AGREEMENT.

Minute Action

AGENDA ITEM: 9

Date: August 13, 2026

Subject:
Amendments to Contract Task Orders for Contract 22-1002705 with Kleinfelder Construction Services, Inc.

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. 5 to Contract Task Order (CTO) No. 2 under Contract No. 22-1002705 for the Interstate 215 University Parkway Interchange with Kleinfelder Construction Services, Inc. (KCS) to increase the CTO amount by $349,349.87 for a revised CTO total amount of $3,296,829.70, to be funded with Measure I Valley Freeway Interchange and City of San Bernardino local funds.

B. Approve Amendment No. 3 to CTO No. 6 under Contract No. 22-1002705 for the State Route 210 Waterman Avenue Interchange Project with KCS to increase the CTO amount by $39,778.16 for a revised CTO total amount of $1,117,727.18, to be funded with Measure I Valley Freeway Interchange and City of San Bernardino local funds.

Background:
In September 2021, the San Bernardino County Transportation Authority (SBCTA) released a Request for Proposals (RFP) to procure an on-call bench for Construction Management Services for various upcoming construction projects. On December 1, 2021, the SBCTA Board of Directors (Board) approved a bench of five On-Call Construction Management contracts, including Contract No. 22-1002705 with Kleinfelder Construction Services, Inc. (KCS).

Staff is recommending approval of amendments to two Contract Task Orders (CTOs) under Contract No. 22-1002705: CTO No. 2 for the Interstate 215 (I-215) University Parkway Interchange Project, and CTO No. 6 for the State Route 210 (SR 210) Waterman Avenue Interchange Project. SBCTA is the lead agency for both projects under existing cooperative agreements with the City of San Bernardino.

CTO No. 2 – I-215 University Parkway Interchange

On April 24, 2025, Amendment No. 1 to CTO No. 2 was approved under the Executive Director's delegated authority pursuant to SBCTA Contracting and Procurement Policy No. 11000 to extend the CTO completion date to address schedule adjustments from the contractor's critical path schedule.

On April 21, 2026, Amendment No. 2 was approved under the Executive Director's delegated authority pursuant to SBCTA Contracting and Procurement Policy No. 11000 to increase the CTO amount by $250,000 to supplement the CTO budget due to the forecasted extension of the Project's completion date.

On June 3, 2026, the Board approved Amendment No. 3 to CTO No. 2 to increase the contract amount by $517,000 due to changes and increases in scope, unanticipated field conditions, extended coordination with third-party utilities and property owners, schedule adjustments, modifications to the construction work plan, and the addition of the California Department of Transportation (Caltrans) required one-year Plant Establishment (PE) period not included in the original scope. Together with Amendment No. 2 the total CTO budget amendment to date is $767,000. Shortly after approval of Amendment No. 3, KCS notified staff of additional unanticipated delays and out-of-scope work requiring supplemental construction management funding. Although the project is largely complete, final initiation and testing of the traffic signal system was delayed due to the unexpected unavailability of key electrical components, including traffic signal control system boards, traffic video detection cameras, and traffic signal cabinets. As a result, final Caltrans safety inspections and reviews were also delayed. Amendment No, 4 was approved on July 23, 2026, to extend the CTO completion date.

Staff recommends approval of Amendment No. 5 to CTO No. 2 for $349,349.87 to allow KCS to oversee final work and complete project closeout activities. This amount includes a small contingency to address any additional unforeseen issues.

CTO No. 6 – SR 210 Waterman Avenue Interchange

On January 14, 2026, Amendment No. 1 to CTO No. 6 was approved under the Executive Director's delegated authority pursuant to SBCTA Contracting and Procurement Policy No. 11000. The amendment increased the CTO amount by $250,000 to cover additional night work necessary to minimize disruption to commuters and to accommodate an 80-working-day extension to the construction schedule. Amendment No, 2 was approved on July 23, 2026, to extend the CTO completion date.

The construction work was completed at the end of 2025, and the plant establishment period has recently concluded. However, staff identified a conflict between an installed traffic signal pole and existing overhead utility cables. A replacement pole has been ordered, with delivery anticipated in August of this year. Due to this schedule delay, staff recommends approval of Amendment No. 3 to CTO No. 6 to increase the contract amount by $39,778.16 to allow KCS to oversee final work and complete project closeout activities. Cooperative agreement amendments with the City of San Bernardino are not required for either CTO amendment.

Financial Impact:
These projects are included in the adopted Budget for Fiscal Year 2026/2027. CTO No. 2 is funded with Valley Interchange Measure I funds and City of San Bernardino local funds in Program 40, Project Delivery under Task No. 0830 Interchange Projects, Sub-Task No. 0853 I-215 University Parkway Interchange Project. CTO No. 6 is funded with Valley Interchange Measure I funds and City of San Bernardino local funds in Program 40, Project Delivery under Task No. 0830 Interchange Projects, Sub-Task No. 0814 SR 210 Waterman Avenue.

Reviewed By:
This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA Procurement Manager and has reviewed this item and the draft CTO amendments.

Responsible Staff:
Paul Melocoton, Project Manager

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CONTRACT TASK ORDER

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name: Kleinfelder Construction Services, Inc.
Contract No.: 22-1002705

CTO No.: 2
Amendment No.: 5

Period of Performance: CTO start July 12, 2022
CTO Completion Date: End of Contract

Scope of Work: I-215 University Pkwy Interchange Project CM Service

CTO Pricing – Cost Proposal Submitted

Lump Sum ☐ Time and Materials ☒

Original CTO Not to Exceed Amount: $ 2,180,479.83

Cumulative Amount of All Prior Amendments: $ 767,000.00

Current Amendment Not to Exceed Amount: $ 349,349.87

Revised CTO Total Amount (Amount Includes All Amendments): $ 3,296,829.70

Funding Code(s) of this CTO: **15.8% 6010.40.0820.0853.52005.42421010**

84.2% 4120. 40.0820.0853.52005.41100000

Sub Consultants/Contractors	DBE	Amount	Cumulative Amount
DESI	☐	$ 30,346.18	$
Guida Surveying, Inc.	☐	$ 248,585.81	$
STC Traffic, Inc.	☐	$ 195,807.41	$
Syrusa Engineering	☐	$ 301,204.01	$
ZT Consulting Group, Inc.	☐	$ 77,305.60	$

Consultant hereby acknowledges receipt and acceptance of the CTO by signing below

San Bernardino County Transportation Authority

Marc McIntyre
Personnel Authorized to Sign

Joe Baca, Jr.
President, Board of Directors

Authorized Personnel Signature Date

President, Board of Directors Signature Date

Contract Expires: 11/30/2027

Available Authority: $ 940,590.57

Remaining Authority after this CTO: $ 591,240.70

CONTRACT TASK ORDER

Except as otherwise expressly provided herein, Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Master Contract referenced below. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

Consultant Name:	Kleinfelder Construction Services, Inc.	Contract No.:	22-1002705
CTO No.:	6	Amendment No.:	3
Period of Performance:	CTO start June 13, 2023	CTO Completion Date:	End of Contract
Scope of Work:	SR-210 Waterman Avenue Interchange Project CM Service		

CTO Pricing – Cost Proposal Submitted

Lump Sum ☐ Time and Materials ☒

Original CTO Not to Exceed Amount: $ 827,949.02

Cumulative Amount of All Prior Amendments: $ 250,000.00

Current Amendment Not to Exceed Amount: $ 39,778.16

Revised CTO Total Amount (Amount Includes All Amendments): $ 1,117,727.18

Funding Code(s) of this CTO: **18.2% 6010.40.0820.0814.52005.42421010 (22-1002720)**

81.8% 4120. 40.0820.0853.52005.41100000

Sub Consultants/Contractors	DBE	Amount	Cumulative Amount
DESI	☐	$ 26,734.39	$
Guida Surveying, Inc.	☐	$ 74,074.83	$
KLF	☐	$ 195,807.41	$
Reddy	☐	$ 301,204.01	$
ZT Consulting Group, Inc.	☐	$ 77,305.60	$

Consultant hereby acknowledges receipt and acceptance of the CTO by signing below	San Bernardino County Transportation Authority
Marc McIntyre	Joe Baca, Jr.
Personnel Authorized to Sign	President, Board of Directors
Authorized Personnel Signature — Date	President, Board of Directors Signature — Date

Contract Expires: 11/30/2027

Available Authority: $ 591,240.70

Remaining Authority after this CTO: $ 551,462.54

Minute Action

AGENDA ITEM: 10

Date: August 13, 2026

Subject:
Measure I Strategic Plan Policy 40005 - Valley Freeway Interchange Program

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

A. Revise SBCTA Measure I 2010-2040 Strategic Plan Policy 40005 – Valley Freeway Interchange (VFI) Program, Policy VFI-34 to require a sponsoring agency that desires SBCTA to provide project management responsibilities to submit a written request to the SBCTA Executive Director and obtain approval by the SBCTA Board prior to the initiation of the design phase.

B. Authorize the Executive Director, or her designee, to make substantially similar changes as approved in Recommendation A to Measure I 2010-2040 Strategic Plan Policies 40006 Valley Major Street Program, 40013 Victor Valley Major Local Highways Program, and 40017 Rural Mountain/Desert Subareas Major Local Highways Program, subject to approval as to form by SBCTA General Counsel.

Background:
The San Bernardino County Transportation Authority (SBCTA) Policy 40005 delineates the requirements for administration of the Valley Freeway Interchange (VFI) Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SBCTA in project delivery, and cost overrun responsibilities.

Approval of this item would revise Policy VFI-34, within Policy 40005. This revised policy language identifies the SBCTA Executive Director as the recipient for requests from sponsoring agencies for VFI project management, and clarifies when the SBCTA Board of Directors may authorize project management for a VFI project by SBCTA.

The proposed amendment adds the following language as bullet point two: "The request for SBCTA management of an interchange project must be received prior to initiation of the design phase of the project." The whole Policy 40005, including the additional language in track changes, is included as an attachment to this item.

SBCTA has internal processes and project controls in place for projects under its management. The request for and approval of SBCTA project management in advance of the design phase allows SBCTA to procure the engineering and project design consultant; coordinate right-of-way acquisitions and construction easements; relocate any utilities; obtain necessary permits; execute cooperative and funding agreements; and perform a design and constructability review in advance of releasing the project for a construction bid. The goal of this policy revision is to minimize the likelihood of project delays, design exceptions, construction change orders, and project cost overruns by coordinating the transition of project management responsibilities as early in the process as possible.

Approval of Recommendation B would authorize the Executive Director, or her designee, to make substantively similar changes with approval as to form by SBCTA General Counsel to the other programs that could result in a request by a jurisdiction for SBCTA management of a project. The policies to be revised include Policy 40006 Valley Major Street Program (including both the Grade Separation and Arterial Sub-programs), Policy 40013 Victor Valley Major Local Highways Program, and Policy 40017 Rural Mountain/Desert Subareas Major Local Highways Program. The action would provide continuity across Measure I 2010-2040 programs for local jurisdictions that wish to request SBCTA project management.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027.

Reviewed By:
This item is scheduled for review by the Mountain/Desert Policy Committee on August 21, 2026. SBCTA General Counsel has reviewed this item and the revised policy.

Responsible Staff:
James Mejia, Management Analyst III

Approved
Board of Directors Metro Valley Study Session
Date: August 13, 2026

Witnessed By:

San Bernardino County Transportation Authority	**Policy**	**40005**
Adopted by the Board of Directors April 1, 2009	Revised	~~4/1~~9/2/2026
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	~~6~~7

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

Table of Contents

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange (VFI) Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SBCTA in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five-year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SBCTA Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share of development mitigation responsibility for projects included in the SBCTA Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SBCTA at the discretion of the Board of Directors (Board).

Policy VFI-2: The SBCTA Board shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year CPNA or other collaborative efforts initiated by SBCTA or the sponsoring agency. SBCTA shall allocate funds to sponsors of interchange projects in order of project priority assigned through a prioritization methodology approved by SBCTA as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of financial analysis in the 10-Year Delivery Plan. Full funding of the higher priority projects through construction shall be given priority.

Policy VFI-3: An allocation of funds to local agencies for the Project Approval and Environmental Documentation (PA/ED) phase or to a subsequent phase prior to construction shall represent a commitment by SBCTA to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and Federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SBCTA, as specified in Policy 40001, prior to receiving authorization from SBCTA to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SBCTA Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SBCTA within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SBCTA shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SBCTA reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SBCTA for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SBCTA as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates, and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the share of the actual project costs under control of SBCTA as documented in the SBCTA Development Mitigation Nexus Study and the Project Funding Agreement.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SBCTA shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SBCTA Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SBCTA Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SBCTA prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over other eligible freeway interchange projects and may be initiated at the discretion of SBCTA. Initiation of an interchange project by SBCTA shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SBCTA shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SBCTA over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SBCTA Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SBCTA Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SBCTA Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation or other collaborative efforts initiated by SBCTA or the sponsoring agency.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SBCTA prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SBCTA to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SBCTA Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SBCTA Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SBCTA to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SBCTA Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement (or equivalent) shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SBCTA initiates project development on an interchange project, SBCTA shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement or its equivalent.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SBCTA for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SBCTA Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the

Interchange Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SBCTA Board of Directors detailing agreement terms. The following set of options for development share loans from SBCTA may be considered by the SBCTA Board:

1. Loans from the Measure I Valley Freeway Interchange Program – For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement that have a demonstrated need, allow for loans for up to 2/3 of the development share (local share) from the Measure I Valley Freeway Interchange Program, with a commitment by the jurisdiction to reimburse the Measure I Valley Freeway Interchange Program with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). If full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be considered fulfilled.

2. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with DIF funds as they are collected or with other legally appropriate non-Measure I funds. This option assumes no bonding is required, i.e., cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

   a. Local pass-through funds would be withheld by SBCTA sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project or as otherwise documented in the loan agreement. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans. Timing of the deposit would be negotiated as part of the loan agreement.

   b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.

   c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.

   d. No interest would be charged.

   e. SBCTA would release the withheld pass-through funds as the jurisdiction repays with DIF.

   f. The jurisdiction would need to show the use of the loan funds and its repayment plan in its 5-Year Measure I Capital Improvement Plan (CIP).

   g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be considered fulfilled. For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement, if full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be paid with Measure I Valley Freeway Interchange Program funds.

   h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on the percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.

   i. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.

3. Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Street/Arterial Program equitable share with a commitment to reimburse the Major Street/Arterial Program account with DIF funds as they are collected, or other legally appropriate non-Measure I funds. This option assumes that no bonding is required, i.e., cash flow in the jurisdiction's arterial portion of the Major Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
   a. Funds from the Major Street/Arterial Program would be withheld by SBCTA sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project or as otherwise documented in the loan agreement. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans. Timing of the deposit would be negotiated as part of the loan agreement.
   b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the arterial account. The first annual payment would be no later than the end of construction.
   c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
   d. No interest would be charged.
   e. SBCTA would release the withheld arterial funds for use on other projects as the jurisdiction repays with DIF.
   f. If the jurisdiction has not repaid the arterial funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the remainder of the loan obligation would need to be fulfilled using the jurisdiction's Measure I Local Street funds, since Local Street funds can legitimately be used for interchange-related expenditures, or other jurisdiction funds. This reassignment of funds would be part of the renegotiation of the loan. For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement, if full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be paid with Measure I Valley Freeway Interchange Program funds.
   g. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on the percentage of arterial funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
   h. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.
4. Combination of 1, 2, and 3 - Allow a combination of options 1, 2, and 3 as sources of funding for a local share loan for an interchange project. The terms would be consistent with the terms specified in each of the three options and negotiated on a case-by-case basis.
5. Short-term cash loan from SBCTA - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SBCTA, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund interest rate plus 3%). This would be conditioned on SBCTA having cash flow available and there being no risk of delay to other SBCTA projects. The cash loan could only be utilized for the PA/ED and Design phases of the interchange project. The jurisdiction would be in default if it fails to maintain payments, and SBCTA would be given the authority to invoke the terms of options 1, 2, 3, or 4 to make those payments.
6. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.

a. The bond issue could be:

i. Coordinated with another SBCTA bond issue, in which case SBCTA would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SBCTA for their Local Street funds with DIF funds as they are collected, and SBCTA would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or

ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SBCTA. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.

b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040 (i.e., insufficient DIF funds are collected), the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.

- SBCTA reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
- Loans that are the result of initiation of a project by SBCTA, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e., within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for the developer's provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SBCTA Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Local permit processing costs and project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SBCTA will either:

  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.

- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SBCTA, except when SBCTA and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SBCTA and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SBCTA Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SBCTA, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where Federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SBCTA staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SBCTA to manage the project. In the instance where SBCTA assumes project management responsibilities under one or more of the conditions noted above, SBCTA will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

Policy VFI-33: For projects subject to SBCTA project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SBCTA manage interchange projects for which SBCTA does not opt to assume project management responsibilities under Policy VFI-32. SBCTA may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request to the SBCTA Executive Director for SBCTA management of the interchange project.
- The request for SBCTA management of the interchange project must be received prior to initiation of the design phase of the project.
- SBCTA determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SBCTA Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project and the SBCTA Board.

Policy VFI-35: For projects subject to SBCTA project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SBCTA project management costs, to be estimated in advance by SBCTA. The sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions as identified in Policy VFI-20.

M. Valley Freeway Interchange Phasing Program

Policy VFI-36: Implement Valley Freeway Interchange Phasing Program within the Valley Freeway Interchange Program. Administration of the Phasing Program shall be subject to the Valley Freeway Interchange Program policies, including but not limited to local jurisdiction responsibility to fund their development mitigation contribution of phased interchange improvements. Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs. Policy VFI-15 governs the SBCTA Board consideration of changes to the interchange priority list. The Phasing Program is also subject to the following:

1. Measure I Valley Freeway Interchange Program funds to be committed to the Phasing Program will be included in the most current version of the 10-Year Delivery Plan.
2. Funds committed to the Phasing Program may be adjusted through an amendment or update to the 10-Year Delivery Plan approved by the SBCTA Board.
3. Allocation of Phasing Program funds to qualifying projects will be made on a first-come/first-served basis. The list of qualifying projects will be maintained in the 10-Year Delivery Plan. The eligibility of phased projects is not limited to improvements that are included in the 10-Year Delivery Plan. The 10-Year Delivery Plan may be amended or updated by the SBCTA Board to include additional phased projects or to otherwise modify the list of eligible projects. The intent of the Phasing Program is to implement geometric or operational improvements; it is not the intent of the program to fund project development phases for full interchanges within the Valley Freeway Interchange Program. Eligibility of phases must satisfy the following criteria:
   i. Focus on lower-cost projects (i.e., with a total phase cost of less than $10 million) that address an existing congestion problem such as ramp widening, addition of turn or through lanes, restriping, signal modifications, and other partial interchange ramp connections and/or provide capacity to accommodate future growth.
   ii. Phases must be part of an ultimate interchange concept and not result in excessive “throw-away” costs.
4. Local jurisdictions must initiate project development in the Phasing Program through a letter to the SBCTA Executive Director. The request letter must confirm local jurisdiction commitment to fund the local share of improvements and be accompanied by a City Council/Board of Supervisors resolution/action expressing interest in moving forward with implementation of the phased interchange project. Each independent interchange project will require its own individual letter request. Formal request letters are necessary so that SBCTA can initiate the required agreements, identify resources, and initiate the budgeting of funds, given that the Phasing Program is structured on a first-come, first-served basis without phasing priorities.
5. Reference Policies VFI-32, VFI-33, and VFI -34 for project management responsibilities for phased projects. The participation letter and council/Board of Supervisors resolution/action noted in No. 4 should specify the project management lead.
6. SBCTA will initiate the development of a cooperative agreement delineating parties’ responsibilities with regard to funding and project delivery.
7. It is recognized that the cost of phased improvements may vary from the planning-level costs in the 10-Year Delivery Plan. The agreement will contain provisions that if costs for a phased improvement increase significantly, the parties reserve the right to make changes in the scope, delay the project, or reconsider the project. If a phased project is terminated, parties are responsible for their share of incurred costs.
8. The loan provisions as outlined in Section H of Policy 40005 apply to this phasing program.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SBCTA Board of Directors with: The prioritization list shall be considered for updates n conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SBCTA Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010
2	Par. IV.H: Revised	12/05/2012
3	Policy VFI-36: Eliminated this policy and moved text to last paragraph in VFI-32. The original intent of VFI-36 was to define the responsibility of collecting the development mitigation funds from local jurisdictions when SBCTA exercises its option to assume project management responsibilities of a Valley Freeway Interchange project under the conditions noted in VFI-32. This intent was not explicitly stated in Policy VFI-36. Policy VFI-35: Added clarifying text that the sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions even if SBCTA accepts project management responsibilities under Policy VFI-34. Changes approved by Board of Directors on 2/5/14, Agenda Item 10.	02/05/2014
4	Incorporation of Interchange Phasing Program as VFI-36. Changes approved by BOD on 12/7/16, Agenda Item 11.	12/07/2016
5	Updated with minor edits to provide clarification and reference to 10-Year Delivery Plan. Changes approved by the BOD on 9/06/17, Agenda Item 11.	9/6/2017
6	Par. IV.H: Revised to add allowance for DIF loans from the Valley Freeway Interchange Program for the top 10 interchanges.	4/01/2026
7	Policy VFI-34: Added bullet point condition that requests for SBCTA to assume project management responsibilities has been made and presented to the SBCTA Board prior to the initiation of the design phase.	9/2/2026

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San Bernardino County Transportation Authority	Policy	40005
Adopted by the Board of Directors April 1, 2009	Revised	9/2/2026
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	7

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

Table of Contents

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange (VFI) Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SBCTA in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

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III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five-year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SBCTA Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share of development mitigation responsibility for projects included in the SBCTA Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SBCTA at the discretion of the Board of Directors (Board).

Policy VFI-2: The SBCTA Board shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year CPNA or other collaborative efforts initiated by SBCTA or the sponsoring agency. SBCTA shall allocate funds to sponsors of interchange projects in order of project priority assigned through a prioritization methodology approved by SBCTA as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of financial analysis in the 10-Year Delivery Plan. Full funding of the higher priority projects through construction shall be given priority.

Policy VFI-3: An allocation of funds to local agencies for the Project Approval and Environmental Documentation (PA/ED) phase or to a subsequent phase prior to construction shall represent a commitment by SBCTA to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and Federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SBCTA, as specified in Policy 40001, prior to receiving authorization from SBCTA to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SBCTA Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SBCTA within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SBCTA shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SBCTA reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SBCTA for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SBCTA as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates, and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the share of the actual project costs under control of SBCTA as documented in the SBCTA Development Mitigation Nexus Study and the Project Funding Agreement.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SBCTA shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SBCTA Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SBCTA Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SBCTA prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over other eligible freeway interchange projects and may be initiated at the discretion of SBCTA. Initiation of an interchange project by SBCTA shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SBCTA shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SBCTA over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SBCTA Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SBCTA Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SBCTA Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation or other collaborative efforts initiated by SBCTA or the sponsoring agency.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SBCTA prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SBCTA to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SBCTA Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SBCTA Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SBCTA to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SBCTA Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement (or equivalent) shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SBCTA initiates project development on an interchange project, SBCTA shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement or its equivalent.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SBCTA for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SBCTA Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the

Interchange Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SBCTA Board of Directors detailing agreement terms. The following set of options for development share loans from SBCTA may be considered by the SBCTA Board:

1. Loans from the Measure I Valley Freeway Interchange Program – For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement that have a demonstrated need, allow for loans for up to 2/3 of the development share (local share) from the Measure I Valley Freeway Interchange Program, with a commitment by the jurisdiction to reimburse the Measure I Valley Freeway Interchange Program with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). If full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be considered fulfilled.

2. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with DIF funds as they are collected or with other legally appropriate non-Measure I funds. This option assumes no bonding is required, i.e., cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

   a. Local pass-through funds would be withheld by SBCTA sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project or as otherwise documented in the loan agreement. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans. Timing of the deposit would be negotiated as part of the loan agreement.

   b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.

   c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.

   d. No interest would be charged.

   e. SBCTA would release the withheld pass-through funds as the jurisdiction repays with DIF.

   f. The jurisdiction would need to show the use of the loan funds and its repayment plan in its 5-Year Measure I Capital Improvement Plan (CIP).

   g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be considered fulfilled. For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement, if full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be paid with Measure I Valley Freeway Interchange Program funds.

   h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on the percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.

   i. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.

3. Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Street/Arterial Program equitable share with a commitment to reimburse the Major Street/Arterial Program account with DIF funds as they are collected, or other legally appropriate non-Measure I funds. This option assumes that no bonding is required, i.e., cash flow in the jurisdiction's arterial portion of the Major Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

   a. Funds from the Major Street/Arterial Program would be withheld by SBCTA sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project or as otherwise documented in the loan agreement. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans. Timing of the deposit would be negotiated as part of the loan agreement.

   b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the arterial account. The first annual payment would be no later than the end of construction.

   c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.

   d. No interest would be charged.

   e. SBCTA would release the withheld arterial funds for use on other projects as the jurisdiction repays with DIF.

   f. If the jurisdiction has not repaid the arterial funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the remainder of the loan obligation would need to be fulfilled using the jurisdiction's Measure I Local Street funds, since Local Street funds can legitimately be used for interchange-related expenditures, or other jurisdiction funds. This reassignment of funds would be part of the renegotiation of the loan. For the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of the loan agreement, if full repayment does not occur by the end of Measure I 2010-2040 (i.e., because insufficient DIF funds are collected), the loan obligation will be paid with Measure I Valley Freeway Interchange Program funds.

   g. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on the percentage of arterial funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.

   h. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.

4. Combination of 1, 2, and 3 - Allow a combination of options 1, 2, and 3 as sources of funding for a local share loan for an interchange project. The terms would be consistent with the terms specified in each of the three options and negotiated on a case-by-case basis.

5. Short-term cash loan from SBCTA - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SBCTA, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund interest rate plus 3%). This would be conditioned on SBCTA having cash flow available and there being no risk of delay to other SBCTA projects. The cash loan could only be utilized for the PA/ED and Design phases of the interchange project. The jurisdiction would be in default if it fails to maintain payments, and SBCTA would be given the authority to invoke the terms of options 1, 2, 3, or 4 to make those payments.

6. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.

a. The bond issue could be:

i. Coordinated with another SBCTA bond issue, in which case SBCTA would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SBCTA for their Local Street funds with DIF funds as they are collected, and SBCTA would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or

ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SBCTA. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.

b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040 (i.e., insufficient DIF funds are collected), the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.

- SBCTA reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
- Loans that are the result of initiation of a project by SBCTA, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e., within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for the developer's provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SBCTA Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Local permit processing costs and project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SBCTA will either:

  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.

- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SBCTA, except when SBCTA and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SBCTA and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SBCTA Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SBCTA, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where Federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SBCTA staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SBCTA to manage the project. In the instance where SBCTA assumes project management responsibilities under one or more of the conditions noted above, SBCTA will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

Policy VFI-33: For projects subject to SBCTA project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SBCTA manage interchange projects for which SBCTA does not opt to assume project management responsibilities under Policy VFI-32. SBCTA may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request to the SBCTA Executive Director for SBCTA management of the interchange project.
- The request for SBCTA management of the interchange project must be received prior to initiation of the design phase of the project.
- SBCTA determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SBCTA Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project and the SBCTA Board.

Policy VFI-35: For projects subject to SBCTA project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SBCTA project management costs, to be estimated in advance by SBCTA. The sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions as identified in Policy VFI-20.

M. Valley Freeway Interchange Phasing Program

Policy VFI-36: Implement Valley Freeway Interchange Phasing Program within the Valley Freeway Interchange Program. Administration of the Phasing Program shall be subject to the Valley Freeway Interchange Program policies, including but not limited to local jurisdiction responsibility to fund their development mitigation contribution of phased interchange improvements. Implementation of a phased improvement will not impact the priority associated with the ultimate interchange improvement until a subsequent evaluation of interchange priority occurs. Policy VFI-15 governs the SBCTA Board consideration of changes to the interchange priority list. The Phasing Program is also subject to the following:

1. Measure I Valley Freeway Interchange Program funds to be committed to the Phasing Program will be included in the most current version of the 10-Year Delivery Plan.
2. Funds committed to the Phasing Program may be adjusted through an amendment or update to the 10-Year Delivery Plan approved by the SBCTA Board.
3. Allocation of Phasing Program funds to qualifying projects will be made on a first-come/first-served basis. The list of qualifying projects will be maintained in the 10-Year Delivery Plan. The eligibility of phased projects is not limited to improvements that are included in the 10-Year Delivery Plan. The 10-Year Delivery Plan may be amended or updated by the SBCTA Board to include additional phased projects or to otherwise modify the list of eligible projects. The intent of the Phasing Program is to implement geometric or operational improvements; it is not the intent of the program to fund project development phases for full interchanges within the Valley Freeway Interchange Program. Eligibility of phases must satisfy the following criteria:
    i. Focus on lower-cost projects (i.e., with a total phase cost of less than $10 million) that address an existing congestion problem such as ramp widening, addition of turn or through lanes, restriping, signal modifications, and other partial interchange ramp connections and/or provide capacity to accommodate future growth.
    ii. Phases must be part of an ultimate interchange concept and not result in excessive “throw-away” costs.
4. Local jurisdictions must initiate project development in the Phasing Program through a letter to the SBCTA Executive Director. The request letter must confirm local jurisdiction commitment to fund the local share of improvements and be accompanied by a City Council/Board of Supervisors resolution/action expressing interest in moving forward with implementation of the phased interchange project. Each independent interchange project will require its own individual letter request. Formal request letters are necessary so that SBCTA can initiate the required agreements, identify resources, and initiate the budgeting of funds, given that the Phasing Program is structured on a first-come, first-served basis without phasing priorities.
5. Reference Policies VFI-32, VFI-33, and VFI -34 for project management responsibilities for phased projects. The participation letter and council/Board of Supervisors resolution/action noted in No. 4 should specify the project management lead.
6. SBCTA will initiate the development of a cooperative agreement delineating parties’ responsibilities with regard to funding and project delivery.
7. It is recognized that the cost of phased improvements may vary from the planning-level costs in the 10-Year Delivery Plan. The agreement will contain provisions that if costs for a phased improvement increase significantly, the parties reserve the right to make changes in the scope, delay the project, or reconsider the project. If a phased project is terminated, parties are responsible for their share of incurred costs.
8. The loan provisions as outlined in Section H of Policy 40005 apply to this phasing program.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SBCTA Board of Directors with: The prioritization list shall be considered for updates n conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SBCTA Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010
2	Par. IV.H: Revised	12/05/2012
3	Policy VFI-36: Eliminated this policy and moved text to last paragraph in VFI-32. The original intent of VFI-36 was to define the responsibility of collecting the development mitigation funds from local jurisdictions when SBCTA exercises its option to assume project management responsibilities of a Valley Freeway Interchange project under the conditions noted in VFI-32. This intent was not explicitly stated in Policy VFI-36. Policy VFI-35: Added clarifying text that the sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions even if SBCTA accepts project management responsibilities under Policy VFI-34. Changes approved by Board of Directors on 2/5/14, Agenda Item 10.	02/05/2014
4	Incorporation of Interchange Phasing Program as VFI-36. Changes approved by BOD on 12/7/16, Agenda Item 11.	12/07/2016
5	Updated with minor edits to provide clarification and reference to 10-Year Delivery Plan. Changes approved by the BOD on 9/06/17, Agenda Item 11.	9/6/2017
6	Par. IV.H: Revised to add allowance for DIF loans from the Valley Freeway Interchange Program for the top 10 interchanges.	4/01/2026
7	Policy VFI-34: Added bullet point condition that requests for SBCTA to assume project management responsibilities has been made and presented to the SBCTA Board prior to the initiation of the design phase.	9/2/2026

Additional Information

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2026
VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino				X		X						
Ray Marquez City of Chino Hills		X		X								
Frank Navarro City of Colton		X	X	X		X						
Aquanetta Warren City of Fontana		X	X			X						
Bill Hussey City of Grand Terrace		X		X		X						
Larry McCallon City of Highland		X	X	X		X						
Ronald Dailey City of Loma Linda			X									
John Dutrey City of Montclair		X				X						
Alan Wapner City of Ontario		X	X	X		X						
L. Dennis Michael City of Rancho Cucamonga		X										
Mario Saucedo City of Redlands		X		X		X						
Joe Baca City of Rialto		X	X	X		X						
Helen Tran City of San Bernardino			X	X		X						
Rudy Zuniga City of Upland												
Judy Woosley City of Yucaipa		X	X	X		X						
Curt Hagman 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.
Shaded box = No meeting

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2026

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						
Jesse Armendarez Board of Supervisors			X			X						
Joe Baca, Jr. Board of Supervisors		X	X			X						

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Daniel Ramos City of Adelanto		X		X		X						
Art Bishop Town of Apple Valley		X	X	X		X						
Timothy Silva City of Barstow		*	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												
Bob Harriman City of Victorville		X	X			X						
Rick Denison Town of Yucca Valley		X	X			X						
Paul Cook Board of Supervisors												

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

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

Communication: Acronym List (Additional Information)

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

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

cta San Bernardino County Transportation Authority

sb

cog San Bernardino Council of Governments

MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019