

Revised Support Material Agenda Item No. 22

Board of Directors Meeting

**March 4, 2026
10:00 AM**

LOCATION

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

CONSENT CALENDAR

Transportation Programming and Fund Administration

22. Amendment No. 4 to Rimrock Road Rehabilitation Project Funding Agreement No. 19-1002193

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

A. Allocate an additional \$650,000 in Measure I North Desert Major Local Highway Program (MLHP) funds to the City of Barstow for the Rimrock Road Rehabilitation Project.

B. Approve Amendment No. 4 to Funding Agreement No. 19-1002193 with the City of Barstow for the Rimrock Road Rehabilitation Project, increasing the Measure I North Desert MLHP funds by \$650,000 for a total of \$4,314,274 and extending the termination date through the anticipated project close-out date of December 31, 2027.

The construction and total amounts in Attachment B.4 were updated after the posting of the agenda.

AMENDMENT NO. 4 TO PROJECT FUNDING AGREEMENT 19-1002193

FOR

RIMROCK ROAD REHABILITATION PROJECT

(CITY OF BARSTOW)

THIS Amendment No. 4 to Project Funding Agreement No. 19-1002193 is made and entered into by and between the City of Barstow ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties".

RECITALS

- A. The Parties entered into Project Funding Agreement No. 19-1002193 ("Agreement") on or about January 14, 2020, to fund the Rimrock Road Rehabilitation Project in the City of Barstow ("PROJECT") with an approved allocation of \$749,000 of Measure I North Desert Subarea Major Local Highway Program ("MLHP") funds; and
- B. Amendment No. 1 to the Agreement, dated December 15, 2021, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2023; and
- C. Amendment No. 2 to the Agreement, dated December 15, 2023, updated the Project milestone dates in Attachment A and extended the termination date to December 31, 2025; and
- D. Amendment No. 3 to the Agreement, dated October 6, 2025, extended the limits of the PROJECT to include road rehabilitation along Agarita Avenue from Cypress Drive to I-15; and
- E. Amendment No 3 to the Agreement, dispersed an additional \$2,915,274 to partially fund the Project; and
- F. Amendment No 3 to the Agreement, updated the Project milestone dates in Attachment A and extended the termination date to June 30, 2027, consistent with the updated Project milestones.
- G. CITY has identified a need for an additional \$650,000 in reimbursable funding to fund the PROJECT; and
- H. City was awarded \$490,000 of Transportation Development Act (TDA) Article 3 grant funding for construction and wishes to include this new funding source in Attachment B: Summary of Estimated Costs; and
- I. CITY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- J. The Project has been delayed, and the City is requesting an update to the Project milestone dates in Attachment A, and to extend termination date of the Agreement from June 30, 2027, to December 31, 2027, consistent with the updated Project milestones.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section I, Paragraph 1 is deleted in its entirety and replaced with the following:

“1. To reimburse CITY for the actual cost of the PROJECT WORK up to a maximum of \$4,314,274 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B.4 SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.”
2. Section I, Paragraph 2 is deleted in its entirety and replaced with the following:

“2. To reimburse CITY within thirty (30) days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by CITY up to a maximum of \$4,314,274, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”
3. Section II, Paragraph 2 is deleted in its entirety and replaced with the following:

“2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses for an amount not to exceed \$4,314,274 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA' s guidelines.”
4. Section III, Paragraph 8 is deleted in its entirety and replaced with the following:

“7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or December 31, 2027, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6, and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the Project work described in Attachment A.4 has not been initiated by CITY within twelve (12) months of the Effective Date of this Amendment No. 3.”
5. Attachment A.3 to the Agreement is replaced with the Description of Project and Milestones attached as Attachment A.4 to this Amendment No. 4 and incorporated herein. All references to “Attachment A.3” in the Agreement are hereby replaced with “Attachment A.4”.
6. Attachment B.3 to the Agreement is replaced with the Description of Project and Milestones attached as Attachment B.4 to this Amendment No. 4 and incorporated herein. All references to “Attachment B.3” in the Agreement are hereby replaced with “Attachment B.4”.

7. Except as amended by this Amendment No. 4, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
8. The Recitals set forth above are incorporated herein by this reference.
9. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
10. This Amendment No. 4 shall be effective on the date executed by SBCTA.

-- SIGNATURES ON FOLLOWING PAGE --

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 by their authorized signatories below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF BARSTOW

By: _____
Rick Denison, President
Board of Directors

By: _____
Timothy R. Silva
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

By: _____
Matthew Summers
City Attorney

Date: _____

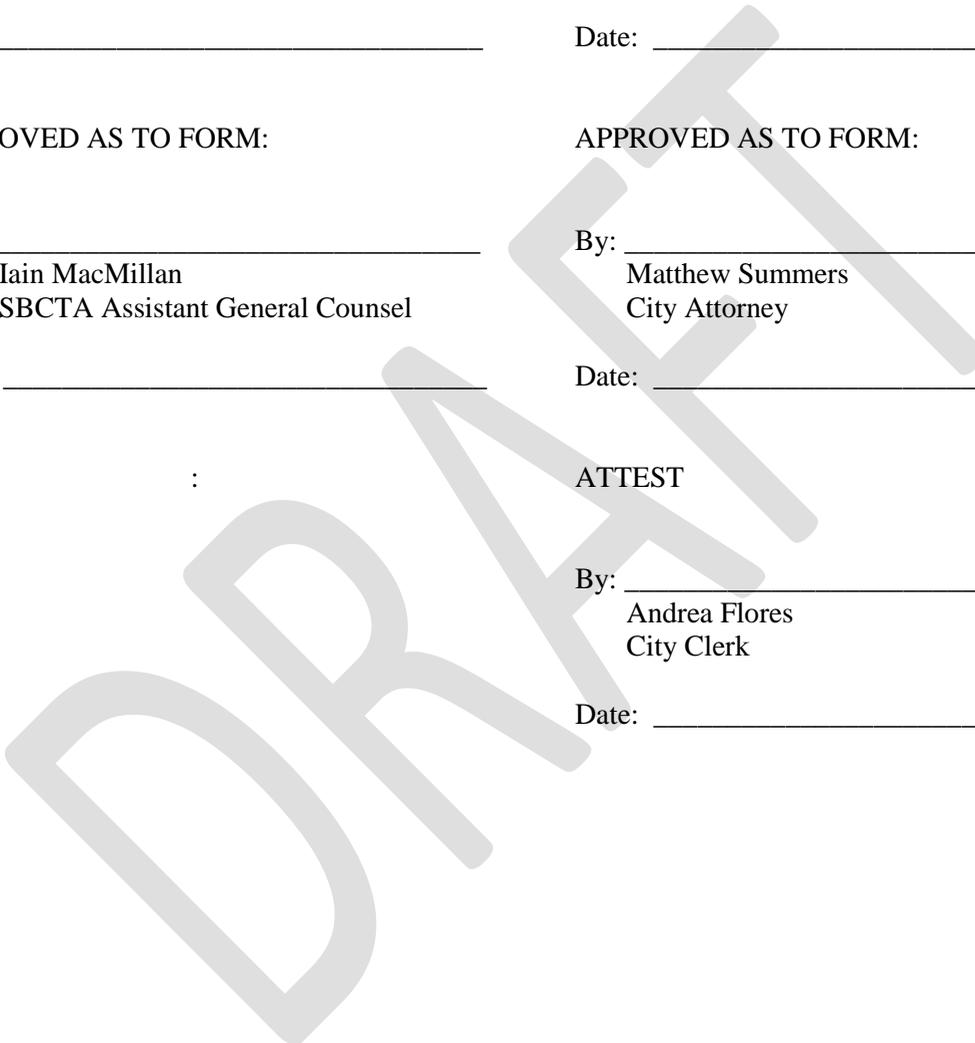
Date: _____

:

ATTEST

By: _____
Andrea Flores
City Clerk

Date: _____



ATTACHMENT A.4

RIMROCK ROAD REHABILITATION PROJECT

Description of Project and Milestones

Project Title	
Rimrock Road Rehabilitation Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The City of Barstow proposes to remove and replace pavement, or cold plane and overlay pavement, on Rimrock Road from Barstow Road to Avenue H and along Agarita Avenue from Cypress Drive to I-15. The project also includes striping, markings, improvement to drainage and the installation of Class IV Bike Lanes along Rimrock Road and Agarita Avenue.	
Project Milestone	Proposed
Project Study Report Approved	
Begin Environmental (PA/ED) Phase	8/1/2025
Circulate Draft Environmental Document	10/1/2025
Draft Project Report	12/31/2025
End Environmental Phase (PA/ED Milestone)	1/31/2026
Begin Design (PS&E) Phase	2/5/2026
End Design Phase (Ready to List for Advertisement Milestone)	5/1/2026
Begin Right of Way Phase	7/2/2026
End Right of Way Phase (Right of Way Certification Milestone)	10/12/2026
Begin Construction Phase (Contract Award Milestone)	3/3/2026
End Construction Phase (Construction Contract Acceptance Milestone)	11/28/2026
Begin Closeout Phase	12/4/2026
End Closeout Phase (Closeout Report)	3/28/2027

ATTACHMENT B.4

RIMROCK ROAD REHABILITATION PROJECT

Revised Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	CITY Funds	TDA Article 3
Project Approval and Environmental Documentation	\$0	\$0	\$0	\$0
Plans, Specifications, and Estimate	\$100,000	\$100,000	\$0	\$0
Right of Way	\$0	\$0	\$0	\$0
Construction	\$5,214,274 \$4,704,274	\$4,214,274	\$0	\$490,000
TOTAL	\$5,314,274 \$4,804,274	\$4,314,274	\$0	\$490,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program, State Transportation Improvement Program, Surface Transportation Program, or other funds without necessitating an amendment of this agreement. Funding can be moved between phases without necessitating an amendment of this agreement.