cog
Council of Governments

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County Transportation Authority

AGENDA

Board of Directors Meeting

July 1, 2026

10:00 a.m.

LOCATION

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

Board of Directors

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

Vice-President
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

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Josh Pullen, Mayor Pro Tem
City of Hesperia

Larry McCallon, Council Member
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

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

Daniel Mintz, Sr., Mayor
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Bob Harriman, Mayor Pro Tem
City of Victorville

Judy Woolsey, Council Member
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Carrie Schindler, *Executive Director*

Julianna Tillquist, *General Counsel*

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

Board of Directors

July 1, 2026
10:00 a.m.

LOCATION
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino, CA

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.

Message from the Clerk: Pursuant to Government Code 54952.3, today the Board of Directors' will be acting in the capacity of both the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG). Each Board Member will be entitled to receive a $100 stipend for doing business as the Authority and a $100 stipend for doing business as the SBCOG. Compensation rates are set pursuant to the California Public Utilities Code and the SBCOG Bylaws.

CALL TO ORDER

(Meeting Chaired by Daniel Ramos)

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

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

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. 19

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

This item is prepared monthly for review by Board and Committee members.

INFORMATIONAL ITEMS

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

2. April 2026 Procurement Report Pg. 22

Receive the April 2026 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on June 10, 2026.

3. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 29

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on June 11, 2026.

4. Interstate 10 Express Lanes - Third Quarter Report Pg. 31

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

This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

5. Project Delivery Contract Change Orders to On-Going Contracts Pg. 53

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

This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

6. Purchase and Sale Agreement No. 26-1003473 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC Pg. 60

That the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 26-1003473 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2019-2020 through 2025-2026 tax years, and authorize the Executive Director, or her designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.
Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

7. **Resolution No. 26-013 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program** Pg. 94

That the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 26-013, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2026/2027.

B. **Approve** ~~Authorize the Executive Director, or her designee, to finalize and execute~~ Agreement No. 26-1003474 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments~~, upon approval as to form by SBCOG General Counsel~~.
Presenter: Lisa Lazzar

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. This item has been changed to remove the delegation to the Executive Director and approve the newly attached agreement. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

8. **Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report** Pg. 104

Receive the Fiscal Year 2025/2026 Budget Action Plan – Fourth Quarter Report.
Presenter: Carrie Schindler

This item was received by the General Policy Committee on June 10, 2026.

Consent - Project Delivery

9. **State Route 60 Central Avenue Interchange - Contingency Increase for Contract No. 24-1003176** Pg. 116

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

Approve an increase to contingency for Contract No. 24-1003176 with Mariposa Landscapes, Inc., in the amount of $50,000 for a new total contingency amount of $110,000 and total allowance of $120,000.
Presenter: Pralisa Amatya

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item.

10. **Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 – Amendments to Contract No. 20-1002266 and Contract No. 22-1002757** Pg. 119

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

A. Approve Amendment No. 2 to Contract No. 20-1002266 with Michael Baker International, Inc., to increase the contract amount by $1,475,885.02, for a new not-to-exceed total of $26,228,117.53, for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, to be funded by Measure I Valley Freeway Program funds; and to extend the contract expiration date to December 31, 2031.

B. Approve Amendment No. 2 to Contract No. 22-1002757 with TRC Engineers, Inc., for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, to extend the contract expiration date to December 31, 2031.
Presenter: David Tan

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

11. Progress Briefing Report through March 2026 Pg. 129

Receive the Major Projects Status Report for the period through March 2026.
Presenter: Kristi Lynn Harris

This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

12. MSRC Clean Transportation Funding CTC Partnership Program Contract No. 26-1003461 (MS27006) - Highland/Redlands Regional Gap Connector Project Pg. 132

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

Approve and execute reimbursable Contract No. 26-1003461 (MS27006) between SBCTA and the South Coast Air Quality Management District in an amount of $3,000,000 in Mobile Source Air Pollution Reduction Review Committee (MSRC) funds for eligible project cost expenses associated with the Highland/Redlands Regional Gap Connector Project.
Presenter: Jeffery Hill

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

13. SR 210 Del Rosa Avenue Interchange Project - Cooperative Agreement and Release of RFP Pg. 149

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

A. Approve Cooperative Agreement No. 25-1003340 with the City of San Bernardino (City) for the delivery of the Project Initiation Document (PID), Project Approval/Environmental Document (PA/ED), and Plans, Specifications and Estimates (PS&E), and Right-of-Way (ROW) phases of the State Route (SR) 210 Del Rosa Avenue Interchange Project, for a total amount of $4,600,000 consisting of $1,777,600 in City funds and $2,822,400 of Measure I Valley Freeway Interchange Phasing Program funds, and approve an exception to SBCTA Policy No. VFI-3, to only commit funding through the ROW phase.

B. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003475 for Design and Environmental Professional Services for the PID and PA/ED and optional PS&E phases of the SR 210 Del Rosa Avenue Interchange Project to be funded with City and Measure I Valley Freeway Interchange Program funds, subject to approval as to form by SBCTA General Counsel.
Presenter: Paul Melocoton

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft agreement, and draft RFP scope of work.

14. **Interstate 15 Cajon Pass Northbound Truck Lane Extension Project - Caltrans PID Cooperative Agreement Amendment and PA/ED Cooperative Agreement** Pg. 212

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

A. Approve Amendment No. 2 to Contract No. 25-1003299 with the California Department of Transportation (Caltrans) for the Interstate 15 Cajon Pass Northbound Truck Lane Extension Project (Project) to increase Caltrans' oversight services by $75,000, for a new not-to-exceed amount of $225,000 to be funded by Measure I Cajon Pass funds.

B. Approve Cooperative Agreement No. 26-1003468 with Caltrans, for Caltrans' oversight services of the Project Approval & Environmental Document (PA/ED) phase of the Project.
Presenter: Juan Lizarde

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft amendment, and draft agreement.

15. **US 395 Phase 2 Widening Project - Amendment No. 1 to Contract No. 24-1003120, Amendment No. 2 and Contingency Increase to Contract No. 23-1002844, and Contingency Increase to Contract No. 25-1003266** Pg. 238

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

A. Approve Amendment No. 1 to Contract No. 24-1003120 with WSP USA, Inc., to increase the contract amount by $1,099,216.73, for a new not-to-exceed total of $8,068,485.50, for the US 395 Phase 2 Widening project (Project), to be funded by Measure I Victor Valley Major Local Highway Projects (MLHP) Program funds; and to extend the contract expiration date to December 31, 2030.

B. Approve Amendment No. 2 to Contract No. 23-1002844 with Epic Land Solutions, Inc., to extend the contract expiration date to December 31, 2030.

C. Approve a contingency increase of $400,000 for Contract No. 23-1002844 with Epic Land Solutions, Inc., for a remaining contingency amount of $495,789.66 for the Project, to be funded by Measure I Victor Valley MLHP Program funds.

D. Approve a contingency increase of $14,110,000 for Contract No. 25-1003266 with Griffith Company, for a remaining contingency and supplemental work amount of $16,481,697.25, as of May 29, 2026, to be funded by Surface Transportation Block Grant Program and Measure I Victor Valley MLHP Program funds.
Presenter: Pralisa Amatya

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Consent - Regional/Subregional Planning

16. **Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14** Pg. 280

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

A. Approve the release of Request for Proposals (RFP) No. 26-1003457 for Beats 9 and 31 for the procurement of tow operator services for the Freeway Service Patrol (FSP) Program. The RFP for Beats 9 and 31 is scheduled to be released in July 2026.

Agenda Item 16 (cont.)

B. Approve the release of RFP No. 26-1003459 for Beat 14 for the procurement of tow operator services for the FSP Program, anticipated to be released in October 2026.
Presenter: Rana Semaan

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCTA Procurement Manager and General Counsel have reviewed the item and the draft RFP.

17. Award Freeway Service Patrol Contract No. 26-1003436 for FSP Beat 5 and Contract No. 26-1003435 for FSP Beat 27 Pg. 342

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

A. Award Contract No. 26-1003436 to Carpe Carma LLC dba Pomona Valley Towing for Freeway Service Patrol (FSP) services along Beat 5, from March 1, 2027, through February 29, 2032, for a not-to-exceed amount of $2,854,484, to be funded with Department of Motor Vehicle (DMV) Service Authority Freeway Emergency (SAFE) and State FSP funds.

B. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 26-1003436 for possible extra work, such as construction support and/or additional beat coverage on an as-needed basis, to be released as necessary, in accordance with SBCTA Contracting and Procurement Policy No. 11000 to be funded with DMV SAFE and State FSP funds.

C. Award Contract No. 26-1003435 to Royal Coaches Auto Body and Towing, Inc. for FSP services along Beat 27, from March 1, 2027, through February 29, 2032, for a not-to-exceed amount of $1,671,640, to be funded with to be funded with DMV SAFE and State FSP funds.

D. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 26-1003435 for possible extra work, such as construction support and/or additional beat coverage on an as-needed basis, to be released as necessary, in accordance with SBCTA Contracting and Procurement Policy No. 11000 to be funded with DMV SAFE and State FSP funds.
Presenter: Rana Semaan

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contracts.

Consent - Transit

18. Fiscal Year 2026/2027 Senate Bill 125 Allocations Pg. 442

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

A. Approve the funding allocations in Table 3 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program for Fiscal Year 2026/2027.

B. Approve the revised funding allocations in Table 4 for Senate Bill 125 Formula-Based funding allocations to Victor Valley Transit Authority.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026.

19. Fiscal Year 2026/2027 Transit Operator Allocations Pg. 445

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

A. Approve the Fiscal Year 2026/2027 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2034/2035.

D. Authorize the Executive Director, or her designee, to release Local Transportation Fund reserves to transit operators immediately, if needed, to help with unforeseen cashflow issues.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026.

20. Fiscal Year 2026/2027 State of Good Repair Program Allocations Pg. 454

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

A. Allocate $5,315,597 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

i. Facilities – Morongo Basin Transit Authority - $156,673
ii. Replacement Vehicles – Mountain Area Regional Transit Authority - $108,375
iii. Preventative Maintenance – City of Needles - $10,449
iv. Preventative Maintenance – Omnitrans - $424,965
v. Enterprise Resource Planning Software – Omnitrans $3,240,718
vi. Service Vehicles – Victor Valley Transit Authority (VVTA) - $21,000
vii. Paratransit Vehicle Replacements – VVTA – $1,021,303
viii. Metrolink Rehabilitation Program – Southern California Regional Rail Authority - $332,114

B. Adopt Resolution No. 26-011, authorizing the Executive Director, or her designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2026/2027 State of Good Repair Program funds for the projects listed above.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel has reviewed this item and the draft resolution.

21. Amendment No. 1 to Contract 21-1002662 with Kleinfelder Construction Services, Inc. for the West Valley Connector Project Pg. 464

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

A. Approve Amendment No. 1 to Contract No. 21-1002662 with Kleinfelder Construction Services, Inc., to increase the contract compensation in the amount of $6,133,632, for a total contract amount of $19,715,933.73, funded with Measure I – Express Bus/Bus Rapid Transit funds, to continue providing construction management services, and any necessary project closeout services, for the West Valley Connector Project, and to add a one-year option term, which if exercised, will extend the contract through July 6, 2028.

Agenda Item 21 (cont.)

B. Approve a contingency increase for Contract No. 21-1002662 in the amount of $613,363, for a new not-to-exceed contingency amount of $1,971,593.17, which would be released as necessary in compliance with SBCTA's Contracting and Procurement Policy No. 11000, as needed for construction management services for the West Valley Connector Project to be funded with Measure I - Express Bus/Bus Rapid Transit funds.

C. Allocate $6,746,995 in Measure I - Express Bus/Bus Rapid Transit funds and approve an increase, of the same amount, to the total budget authorized for the West Valley Connector Project, for a new not-to-exceed budget of $360,681,812.
Presenter: Joy Buenaflor

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Consent - Transportation Programming and Fund Administration

22. Measure I 2026 Population Estimates Pg. 471

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

Adopt the 2026 Population Estimates for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.
Presenter: Nohemi Moran

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026.

23. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2026/2027 Pg. 479

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2026/2027.
Presenter: Nohemi Moran

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026.

24. Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills Pg. 486

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

Approve Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills to establish eligibility for reimbursement of Measure I funds to the City under the Measure I Valley Major Street Program – Arterial Sub-program.
Presenter: Nohemi Moran

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. After the recommendation action, staff discovered an unintentional reference to "San Bernardino Associated Governments" in the draft agreement and has replaced it with the intended reference to "San Bernardino County Transportation Authority". SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

25. Contract No. 26-1003438 for the Transportation Development Act Triennial Performance Audits for Fiscal Years 2024/2025/2026 Pg. 495

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

Approve Contract No. 26-1003438 with Michael Baker International, Inc., for the Transportation Development Act Triennial Performance Audits for Fiscal Years 2024/2025/2026, in an amount not-to-exceed $157,306, to be funded by the Local Transportation Fund – Administration funds.
Presenter: Brianna Martinez

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

26. 2026 Update to the 10-Year Delivery Plan - Valley Transit Programs Pg. 528

Receive report on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.
Presenter: Ryan Graham

This item was received by the Transit Committee on June 11, 2026.

27. 2026 Update to the 10-Year Delivery Plan - Valley Highway Programs Pg. 534

Receive report on the planned update to the 10-Year Delivery Plan for the Cajon Pass Program, Valley Freeway Projects Program, Valley Freeway Interchange Projects Program, and Valley Major Streets Program.
Presenter: Ryan Graham

This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

28. 2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas Proposed Project List Pg. 541

Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program for the 2026 Update to the 10-Year Delivery Plan.
Presenter: Ryan Graham

This item was received by the Mountain/Desert Policy Committee on June 12, 2026.

29. 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List Pg. 552

Receive information on the proposed Cajon Pass Projects and Victor Valley Subarea Major Local Highway Projects Program for the 2026 Update to the 10-Year Delivery Plan.
Presenter: Ryan Graham

This item was received by the Mountain/Desert Policy Committee on June 12, 2026.

30. Amendment No. 3 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project Pg. 565

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

A. Allocate an additional $240,830 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds, for a total of $659,915, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.

Agenda Item 30 (cont.)

B. Approve Amendment No. 3 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add $240,830 in Measure I Morongo Basin Subarea MLHP funds and to extend the contract termination date through April 30, 2028.
Presenter: Ryan Graham

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Consent - Legislative/Public Outreach

31. State Legislative Update Pg. 573

Receive and file the June 2026 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on June 10, 2026.

32. Federal Legislative Update Pg. 615

Receive and file the June 2026 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on June 10, 2026.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Administrative Matters

33. General Counsel Employment Agreement Amendment Pg. 684

Approve Amendment No. 5 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.
Presenter: Joe Baca Jr.

The increase to General Counsel's annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on June 3, 2026. SBCTA General Counsel has reviewed this item and the draft amendment.

34. Create New Position for the Support Services Department Pg. 687

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

Approve the creation of an Assistant Deputy Clerk position in Salary Range 15 ($72,338 - $108,507), effective for Fiscal Year 2026/2027, subject to approval of a future budget amendment.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. The authorization for the new position is being brought directly to the Board for consideration due to the immediate need to begin the recruitment process.

Discussion - Express Lanes

35. Award Contract No. 25-1003328 for Construction of Interstate 10 Corridor Freight and Express Lane Project - Contract 2B Pg. 691

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

A. Award Contract No. 25-1003328 for Construction of the Interstate 10 Corridor Freight and Express Lane Project - Contract 2B (Project) to Guy F. Atkinson Construction, LLC, the lowest responsible and responsive bidder, in an amount not-to-exceed $213,264,394, to be funded with Measure I Valley Freeway Program funds, State Transportation Improvement Program funds, Federal Surface Transportation Block Grant Program funds, Federal Transportation Infrastructure Finance and Innovation Act formula funds, and Federal Repurposed Earmark funds.

B. Approve an allowance amount of $29,384,639 for Project contingency, supplemental work costs, and agency furnished materials/expenses, to be released, as necessary for the project, in accordance with SBCTA's Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway Program funds.

Presenter: Khalid Bazmi

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to SBCTA Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Discussion - Council of Governments

36. SBCOG Programs and Projects Update Pg. 809

Receive an update on the San Bernardino Council of Governments Programs and Projects.

Presenter: Monique Reza-Arellano

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors due to the nature of the update which pertains to all member jurisdictions.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 821
Acronym List Pg. 823

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report Pg. 826

Committee Membership

Representatives of SCAG Committees Pg. 828
Appointments to External Agencies Pg. 829
Committee Membership Pg. 831

Mission Statement

Mission Statement Pg. 837

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 Sec. 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



Important Dates to Remember…

July 2026

SBCTA Meetings – DARK

SBCTA Meetings – Scheduled:			
General Policy Committee			Next Meeting: Aug 12 9:00 am
Legislative Policy Committee			Next Meeting: Aug 12 9:30 am
Transit Committee			Next Meeting: Aug 13 9:00 am
Metro Valley Study Session			Next Meeting: Aug 13 9:30 am
Mountain/Desert Committee			Next Meeting: Aug 21 9:30 am

DARK

Other Meetings/Events:			
I-15 Weigh Station Ribbon Cutting (Caltrans)	July 22	10:00 am	Cajon Pass

SBCTA Offices will be CLOSED:

- **July 3rd, Fourth of July**

For additional information, please call SBCTA at (909) 884-8276

Minute Action

AGENDA ITEM: 1

Date: July 1, 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
6	26-1003473	FNA California, LLC *John Eisinger, CEO*	None
9	24-1003176	Mariposa Landscapes, Inc. *Terry Noriega*	None
10	20-1002266-02	Michael Baker International, Inc. *Christopher Alberts*	WKE, Inc. TY Lin International Earth Mechanics, Inc. ICF Jones & Stokes, Inc. Fehr & Peers Group Delta Consultants, Inc. Epic Land Solutions, Inc. STC MNS Engineers, Inc.
	22-1002757-02	TRC Engineers, Inc. *Cherlene Palmer*	DESI Kleinfelder Krebs Co. SYRUSA Twining WSP USA, Inc. ZTC Consulting Group
15	24-1003120-01	WSP USA, Inc. *Derich Sukow*	B&R Consulting Engineers, Inc. MTGL, Inc. ZT Consulting Group, Inc. Dynamic Engineering Services, Inc. GUIDA

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

15 (cont.)	23-1002844-02	Epic Land Solutions, Inc. *Darin Hittle*	CL Surveying and Mapping, Inc. Commonwealth Land Title Insurance Company Donna Desmond Associates Hennessey & Hennessey LLC Integra Realty Resources Psomas Santolucito Dore Group, Inc.
	25-1003266	Griffith Company *Daniel W. Leeper*	Highlight Electric, Inc. MB Professional Service, Inc. Southwest V Ditch Design Build Engineering Ace Fence Company JRE Construction Pacific Restoration Group, Inc. Bancroft Construction Services Cal Stripe Quality Traffic Control Keller North America Integrity Rebar Placers Dees Burke Engineering Constructors Con-Fab California
17	26-1003436	Carpe Carma LLC dba Pomona Valley Towing *Marc Weiss, Managing Member*	None
	26-1003435	Royal Coaches Auto Body and Towing, Inc. *William Salazar, President*	None
21	21-1002662-01	Kleinfelder Construction Services, Inc. *Marc McIntyre* *Scott Hillman*	Anser Advisory TRC Engineers, Inc. Guida Surveying, Inc. STC Traffic, Inc. Pacific Rail Enterprises, Inc. AIX Consulting, Inc. RT Engineering Soteria Company, LLC
25	26-1003438	Michael Baker International, Inc. *Richard Beck*	None
33	19-1002111-05	Julianna K. Tillquist	None

35	25-1003328	Guy F. Atkinson Construction, LLC *Mark Padien* *Vice President & General Manager*	Calmex Engineering Inc. The J.V. Land Clearing Company, Inc. Case Pacific Company Fortte Construction Inc. Alcorn Fence Company R E Mason Engineering Inc. Keller North America Inc. Golden State Boring & Pipe Jacking Inc. Marina Landscape Inc. Cal Stripe Inc. L. Johnson Construction, Inc. Cooper Engineering Incorporated Marvella Steel Placers G&F Concrete Cutting, Inc. Full Traffic Maintenance Inc.

Financial Impact:
This item has no direct impact on the budget.

Reviewed By:
This item is prepared monthly for review by Board and Committee members.

Responsible Staff:

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: July 1, 2026

Subject:
April 2026 Procurement Report

Recommendation:
Receive the April 2026 Procurement Report.

Background:
The Board of Directors (Board) adopted the Contracting and Procurement Policy (Policy No.1000) on January 3, 1997, and approved the last revision on October 1, 2025. The Board authorized the Executive Director, or her designee, to approve: a) contracts and purchase orders up to $100,000; b) Contract Task Orders (CTO) up to $500,000 and for CTOs originally $500,000 or more, increasing the CTO amount up to $250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or $100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed $1,000,000.

The Board further authorized General Counsel to award and execute legal services contracts up to $100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors.

Lastly, the Board authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- Three new contracts were executed.
- Seven contract amendments were executed.
- One CTO was executed.
- Four CTO amendments were executed.
- Two contingency amendments were executed.
- Five purchase orders were executed.
- No purchase order amendments were executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- One new purchase order was executed.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of April 2026 are presented

herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:
This item was received by the General Policy Committee on June 10, 2026.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Attachment A - 1
April 2026 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
Contract	26-1003448		Theodora Oringher, P.C.	Legal Support Services related to I-15 Corridor Freight and Express Lanes project.	$ 100,000.00	$ -	$ -	$ 100,000.00	N/A
Contract	26-1003446		Fairbank, Maslin, Maullin, Metz & Associates, Inc.	Transportation Investment Plan Survey Research.	$ 55,700.00	$ -	$ -	$ 55,700.00	N/A
Contract	26-1003450		Insight Strategies, Inc.	Executive Coaching Services.	$ 18,000.00	$ -	$ -	$ 18,000.00	N/A
Contract Amendment	23-1002864	1	Alta Planning + Design, Inc.	Time extension for the San Bernardino County Safe Routes to School Phase IV.	$ 995,440.00	$ -	$ -	$ 995,440.00	N/A
Contract Amendment	24-1003082	1	Caltrans	Time extension for Freeway Service Patrol Senate Bill 1 Funding Agreement to expend the grant balance.	$ 1,416,893.00	$ -	$ -	$ 1,416,893.00	N/A
Contract Amendment	24-1003083	1	Caltrans	Time Extension for State Highway Administration Freeway Service Patrol Funding Agreement to expend grant balance.	$ 1,638,134.00	$ -	$ -	$ 1,638,134.00	N/A
Contract Amendment	20-1002377	2	ALL4 LLC (Formerly Vandermost Consulting Services, Inc.)	Assign contract with Vandermost Consulting Services, Inc. to ALL4 LLC for On-Call Environmental Services.	$ 3,000,000.00	$ -	$ -	$ 3,000,000.00	N/A
Contract Amendment	24-1003117	1	Southern California Association of Governments (SCAG)	Time extension for Regional Early Action Planning (REAP) 2.0 Grant Funding Agreement for Housing Infill on Public and Private Lands (HIPP) Pilot Program due to unforeseen delays.	$ 720,000.00	$ -	$ -	$ 720,000.00	N/A
Contract Amendment	24-1003026	2	Air Liquide Hydrogen Energy U.S. LLC	Time extension for Product Sale Agreement for the Temporary Fueling Lease to include provisions for corrective maintenance.	$ 5,000,000.00	$ -	$ -	$ 5,000,000.00	N/A
Contract Amendment	22-1002731	1	Dynamic Engineering Services, Inc.	Time extension for I-10 Eastbound Truck Climbing Lane Construction Management Services to complete project closeout activities.	$ 3,488,221.98	$ 523,000.00	$ -	$ 4,011,221.98	N/A
CTO	22-1002768	10	GCAP	Labor Compliance Services for the West Valley Connector Bus Rapid Transit Phase 1 Mainline Construction, the Zero Emission Multiple Unit Project, and SBCTA's Right-of-Way Maintenance Contract.	$ 31,000.00	$ -	$ -	$ 31,000.00	$700,000.00 (available $166,758.16)
CTO Amendment	20-1002377	13.2	ALL4 LLC (Formerly Vandermost Consulting Services, Inc.)	Reflect consultant's name change, time extension and increase the budget for On-Call Environmental Services second round of Biological Spring Surveys for I-15 Cajon Pass Corridor and Freight Project to provide stronger evidence of non-existence of endangered species.	$ 91,246.81		$ 60,862.07	$ 152,108.88	$3,000,000.00 (available $2,068,958.86)
CTO Amendment	20-1002377	14.2	ALL4 LLC (Formerly Vandermost Consulting Services, Inc.)	Reflect consultant's name change for On-Call Environmental Services Hazardous Waste Surveys for I-15 Cajon Pass Corridor and Freight Project.	$ 86,262.32	$ -	$ -	$ 86,262.32	$3,000,000.00 (available $2,068,958.86)
CTO Amendment	22-1002705	2.2	Kleinfelder Construction Services	Increase CTO amount for I-215 University Parkway Interchange Project Construction Management Services for field condition impacts and restaging.	$ 2,180,479.83	$ -	$ 250,000.00	$ 2,430,479.83	$5,000,000.00 (available $1,457,590.57)
CTO Amendment	19-1002002	3.1	Richard, Watson & Gershon	To extend period of performance to match contract for On-Call Right-of-Way Legal Services Support to continue providing erosion demand.	$ 5,000.00	$ -	$ -	$ 5,000.00	$3,750,000.00 (available $166,655.48)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment: April 2026 Procurement Report - PDF (12655 : April 2026 Procurement Report)

Attachment A - 2
April 2026 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
23-1002944 No. 0A	Higher initial effort, reduced initial staffing capacity, I-15 tolling implementation work for Express Lanes Program Support.	HNTB Corporation	$ 3,000,000.00	$ -	$ -	$ 300,000.00	$ 3,300,000.00
23-1002844 No. 1B	Additional design services requested by the City of Hesperia, bid and construction support services and preparation of record drawings not previously included in the scope for US 395 Phase 2 Widening Project.	Epic Land Solutions, Inc.	$ 3,378,813.94	$ -	$ 111,438.58	$ 130,653.15	$ 3,620,905.67

Attachment: April 2026 Procurement Report - PDF (12655 : April 2026 Procurement Report)

Attachment A - 3
April 2026 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002711	4/23/2026	Calolympic Safety	Freeway Service Patrol Safety Vests.	$ 10,344.00			$ 10,344.00
New PO	4002712	4/23/2026	CDW Government LLC	Microsoft Copilot Subscription License.	$ 945.00			$ 945.00
New PO	4002713	4/23/2026	CDW Government LLC	Annual Cisco DUO Subscription.	$ 4,320.00			$ 4,320.00
New PO	4002714	4/24/2026	Sidepath, Inc.	Vmware Cloud Foundation Renewal.	$ 30,335.76			$ 30,335.76
New PO	4002716	4/24/2026	Chargepoint, Inc.	Chargepoint Cloud and Assure Services.	$ 55,200.00			$ 55,200.00

Attachment: April 2026 Procurement Report - PDF (12655 : April 2026 Procurement Report)

Attachment B
April 2026 RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: April 2026 Procurement Report - PDF (12655 : April 2026 Procurement Report)

Attachment C
April 2026 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA52584	Weatherite Corp.	Heat, Ventilation & Air Conditioning Final Phase Upgrade (Replace/upgrade CCTV room system).	$ 10,495.00

Attachment: April 2026 Procurement Report - PDF (12655 : April 2026 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: July 1, 2026

Subject:
Transit and Rail Programs Contract Change Orders to On-Going Contracts

Recommendation:
Receive and file Change Order Report.

Background:
The San Bernardino County Transportation Authority Department of Transit and Rail Programs has two ongoing construction contracts and one vehicle procurement contract, of which one had Construction Change Orders (CCO) approved since the last reporting to the Transit Committee on May 14, 2026.

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction:

1) CCO 81: Ontario Mills waterline revisions. (-$118,074.79)

2) CCO 88: Pomona Transit Center potholing for new WS alignment. ($21,710.57)

3) CCO 95: Survey for Field Order Directive 027 drainage system 15. ($1,040)

4) CCO 97: Field Order Directive 047 existing irrigation system at Ontario Mills. ($20,750.51)

5) CCO 98: Street restoration associated with north to south traffic transition. ($54,723.57)

6) CCO 102: Request for Change 100 crossing repair at Holt & Benson. ($4,919.74)

B. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project: AMF Retrofit Construction: There are no newly executed CCOs since the last report.

C. Contract No. 20-1002310 with Stadler US, Inc. for Zero Emission Multiple Unit Rail Vehicle Procurement: There are no newly executed CCOs since the last report.

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

Reviewed By:
This item was received by the Transit Committee on June 11, 2026.

Responsible Staff:
Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts
Executed Change Orders

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
		Amount
81	Ontario Mills Waterline Revisions	($118,074.79)
88	Pomona Transit Center Potholing for New WS Alignment	$21,710.57
95	Survey for Field Order Directive 027 Drainage System 15	$1,040.00
97	Field Order Directive 047 Existing Irrigation System at Ontario Mills	$20,750.51
98	Street Restoration Associated with North to South Traffic Transition	$54,723.57
102	Request for Change 100-Crossing Repair at Holt & Benson	$4,919.74
	CCO Total	$1,909,404.10
	Amended Approved Contingency	$11,995,991.00
	Remaining Contingency	$10,086,586.90
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
		Amount
	CCO Total	$298,056.70
	Amended Approved Contingency	$475,099.00
	Remaining Contingency	$177,042.30
ZEMU - Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	$3,033,758.12
	Approved Contingency	$3,487,482.12
	Remaining Contingency	$453,724.00

Attachment: Contract Change Order 12620 May 2026 (12660 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 4

Date: July 1, 2026

Subject:
Interstate 10 Express Lanes - Third Quarter Report

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

Background:
Since revenue operations began in August 2024, staff have closely monitored the performance and operations of the Interstate 10 (I-10) Express Lanes and have provided quarterly reports to present data and insights on Express Lanes activity.

The attached Fiscal Year (FY) 2025/2026 Third Quarter Report (Q3) summarizes Express Lanes operations for the months of January, February, and March 2026.

Key observations from this quarterly report include the following:

- Total trips declined by 5.65% from Q2 to Q3, largely due to predictable seasonal decreases in traffic during January and February. However, when comparing the same period year-over-year total trips increased from 3.136 million in 2025 to 3.541 million in 2026, demonstrating continued demand and healthy system performance despite seasonal variation.
- Travel time savings decreased by 19.1% from Q2 to Q3. Although peak-period utilization increased, the speed differential between the Express Lanes and the general-purpose lanes narrowed, resulting in reduced travel time savings. This trend was further influenced by the seasonal dip in overall traffic volumes, which affected congestion patterns across the corridor.
- California Highway Patrol (CHP) enforcement activity increased significantly between Q2 and Q3, with the number of shifts rising from 53 to 90. This expanded presence resulted in a 72% increase in total violations. The growth reflects improved resource availability for CHP, which has strengthened overall operations and increased focus on identifying HOV3+ violators.
- Walk-In Center usage increased by 15% from Q2 to Q3, indicating a return to typical post-holiday traffic. The data continues to show that the local customer service center is being well utilized.

Staff will continue to provide this report quarterly 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 was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

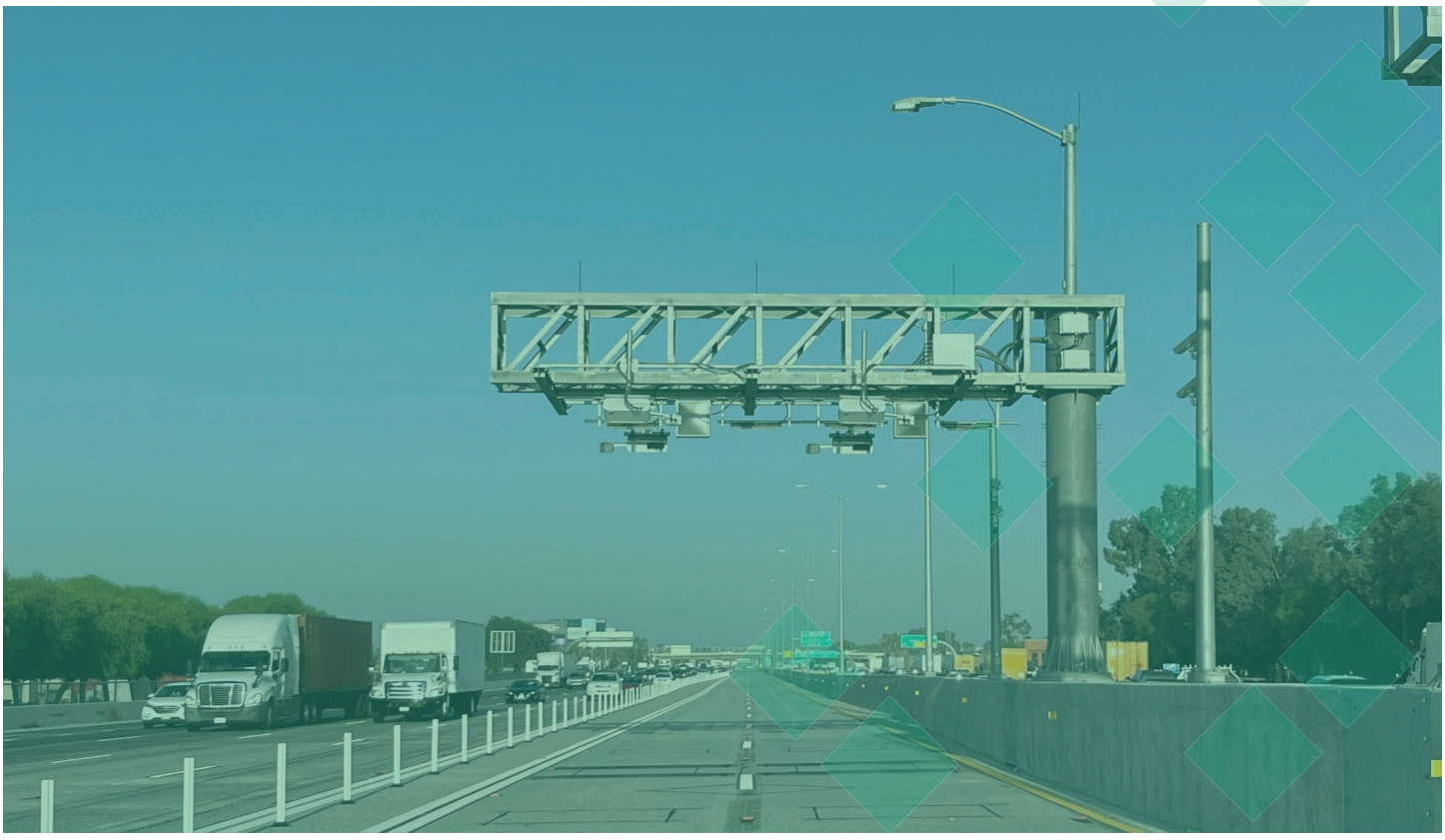
Entity: San Bernardino County Transportation Authority

Responsible Staff:
Philip Chu, Deputy Director of Express Lanes

I-10 EXPRESS LANES

QUARTERLY OPERATIONS REPORT

MARCH 2026



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

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1. EXECUTIVE SUMMARY

This quarterly report provides a comprehensive look at the operational conditions of the San Bernardino County Transportation Authority (SBCTA) I-10 Express Lanes (EL). The results and discussion presented in each section of the report offer insights into key aspects of EL and Toll Collection System (TCS) performance—including trends, highlights, and issues—across quarterly periods spanning January through March 2026. The analysis is structured into two quarters: FY 2025-26 Q2 (October-December) to Q3 (January-March).

Traffic Operations

Over the past year, the I-10 Express Lanes recorded 14.4 million trips, with 77% tolled and 23% non-tolled, primarily HOV 3+ vehicles. To improve HOV 3+ compliance, SBCTA is deploying a multi-pronged approach that includes manual occupancy surveys, expanded CHP enforcement, targeted HOV messaging, and an automated occupancy detection pilot planned for Summer 2026.

The EL continues to provide reliable speed and travel time savings, with an estimated 111,365 vehicle-hours saved in Q3. Toll zone utilization ranged from 35% to 83% 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

Total trips declined by 5.65% in Q3 compared to the prior quarter. FasTrak trips continued to govern travel behavior, accounting for 92% of trips versus 8% Non-FasTrak in both Q2 and Q3. In Q3, westbound corridors reached $12.00 FasTrak toll–same as Q2, while eastbound tolls peaked at $13.70 compared to $14.50 for Q2.

Customer Service Operations

Customer calls and walk-in visits were relatively unchanged in Q3 compared to Q2, suggesting continued maturity of the program and increased customer awareness and knowledge. Shorter call handling times were due to training and staff retention, following previous periods of increased staff turnover.

Disabled Veteran Benefit usage declined by 2%, appearing to reflect that the program is reaching maturity, while the Low-Income Resident Benefit remains utilized at only 0.1%, suggesting an opportunity for program enhancements. A revamp of the program is planned for the next fiscal year. On November 3, 2025, SBCTA launched a phone survey to gather customer satisfaction data to evaluate CSC performance from the end-user perspective and guide strategies to improve customer satisfaction. Results from Q2 and Q3 indicate that, with an 11–12% response rate, initial scores reflect high customer satisfaction with the services provided.

Financial Performance

Over the past quarter, SBCTA's financial operations continue to be stable. The focus now is on continual improvement, with the team analyzing reporting trends to identify opportunities to further improve revenue collection.

2.1 TRAFFIC VOLUMES

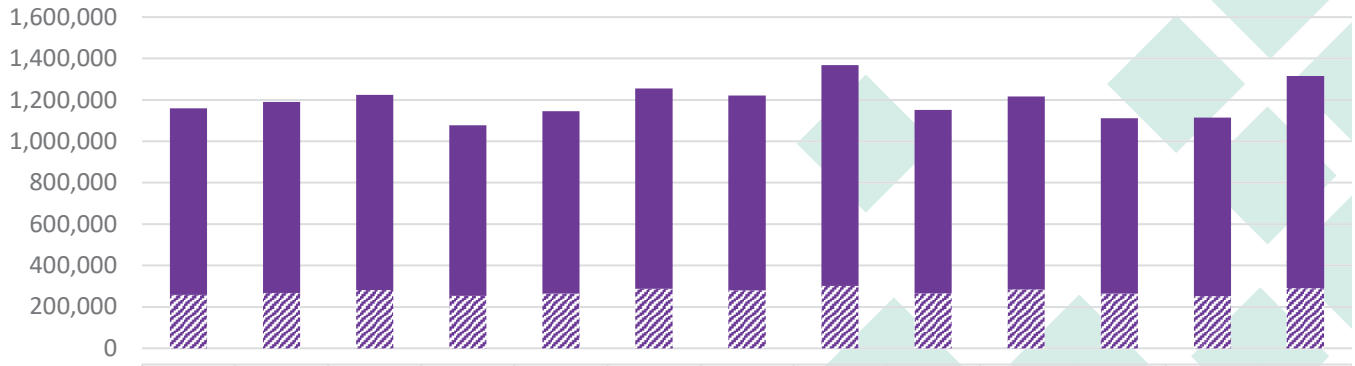
EL trips totaled 14.4 million over the past 12 months. FY 2025-26 Q3 (Jan-Mar) reached 3.54 million trips, representing a 5% decrease compared to Q2 (Oct-Dec), and a 13% increase compared to FY 2024-25 Q3 (Jan-Mar).

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 EL trip volumes by tolled (>$0) and non-tolled ($0) trips. Tolled trips consistently represented 77% of total trips over the 13-month period. From Q2 to Q3, tolled trips declined by 5%, driven by elevated October volumes and seasonally lower activity in January and February.

The percentage of Non-Tolled trips remains steady at 23%. 99% of Non-Tolled trips are HOV3+ trips. Many customers incorrectly select the HOV3+ transponder setting, 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 and directs CHP to place greater emphasis on HOV 3+ enforcement. Further, in order to increase the efficiency of occupancy enforcement leveraging advanced technologies, the SBCTA Board has recently approved the deployment of an automated occupancy detection (AOD) pilot planned for Summer 2026.

Figure 1 –Monthly Total Express Lane Trips



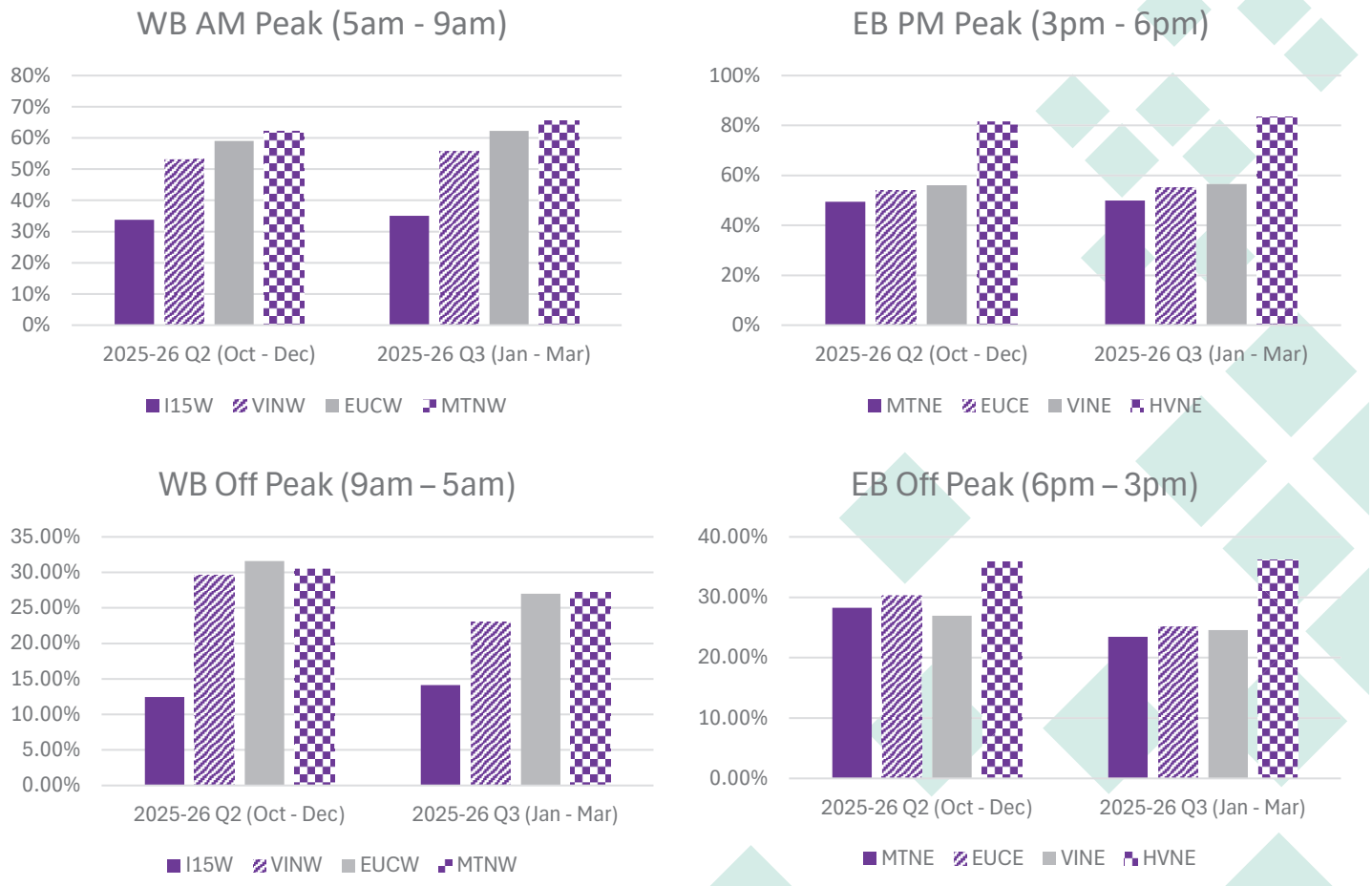
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
Tolled Trips	901 K	924 K	944 K	825 K	882 K	969 K	942 K	1.07 M	886 K	933 K	847 K	862 K	1.02 M
Non-Tolled Trips	258 K	267 K	281 K	253 K	264 K	287 K	280 K	302 K	265 K	284 K	265 K	253 K	291 K
% of Tolled Trips	78%	78%	77%	77%	77%	77%	77%	78%	77%	77%	77%	77%	78%
% of Non-Tolled Trips	22%	22%	23%	23%	23%	23%	23%	22%	23%	23%	23%	23%	22%
Total Trip	1.16 M	1.19 M	1.22 M	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

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. Additionally, **Figure 2** shows off-peak average utilization for both directions. In Q3, Haven East's PM peak utilization was 83%, marking a 1% increase from Q2. 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 Q3, the utilization across all zones increased between 1% to 4% compared to Q2. Quarter-over-quarter average utilization increased during peak periods and decreased during off-peak periods, likely due to holiday travel patterns in Q2.

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



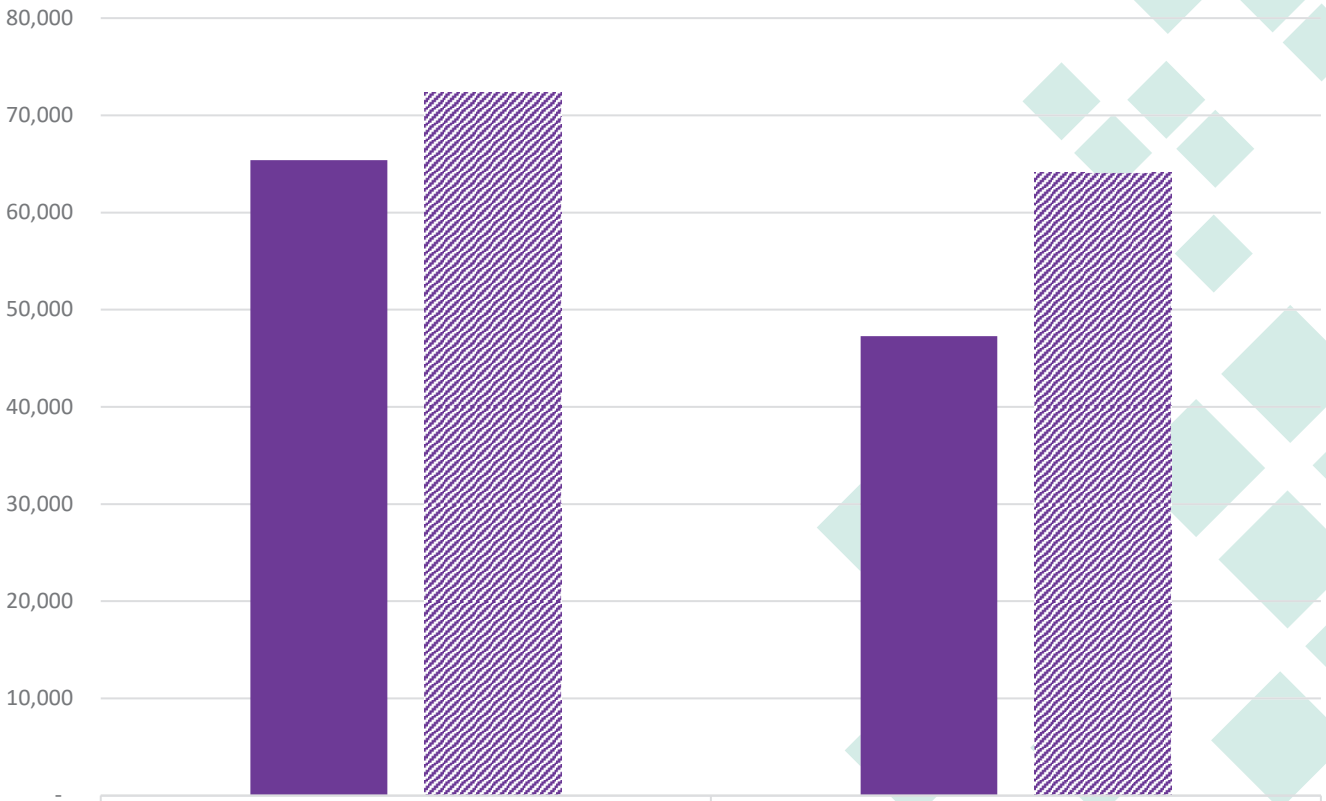
NOTE: Based on a capacity of 1600 vphpl with two lanes for all zones except Haven East. Haven East capacity is calculated for one lane with a capacity of 1450 vphpl based on an analysis of the merge capacity in this zone.

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—Q2 and Q3. The total travel time savings decreased by 19.1% from Q2 to Q3. A decline in travel time savings between EL and GP generally means that the performance gap between the two is shrinking—likely caused by reduction in speed differences between EL and GP. Q3 recorded a lower speed differential between EL and GP lanes—which translated to lower travel time savings, compared to Q2. This reduction in travel time savings is consistent with a seasonal variation in traffic patterns and EL usage between the quarters.

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



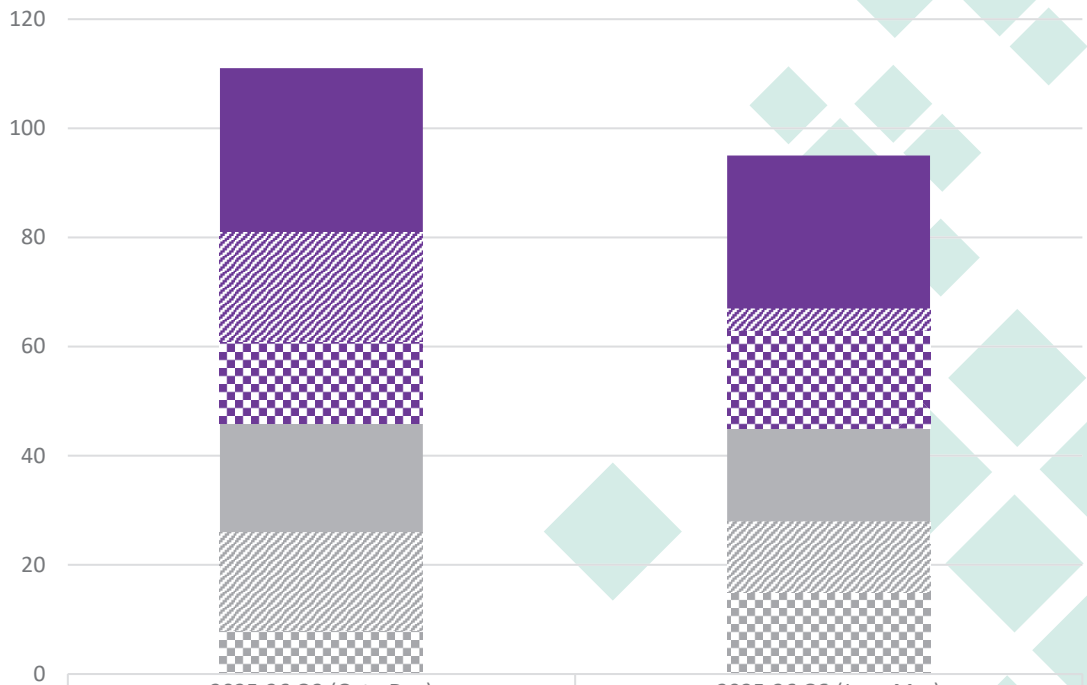
	2025-26 Q2 (Oct - Dec)	2025-26 Q3 (Jan - Mar)
EB	65,385	47,281
WB	72,306	64,084
Total	137,691	111,365

2.3 FSP ASSISTANCE

Figure 4 presents a breakdown of FSP assists incidents in the EL during Q2 and Q3. The data highlights trends in various incident categories, offering insights into operational challenges and areas for potential improvement. Total monthly incidents declined from 111 in Q2 to 95 in Q3, reflecting an overall reduction in activity likely due to lower traffic volume in Q3 compared to Q2. Most incident categories decreased in Q3, notably debris removal, accidents, and mechanical problems, consistent with seasonal traffic declines. Vehicle safety checks and "other" incidents increased slightly, while flat tires 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



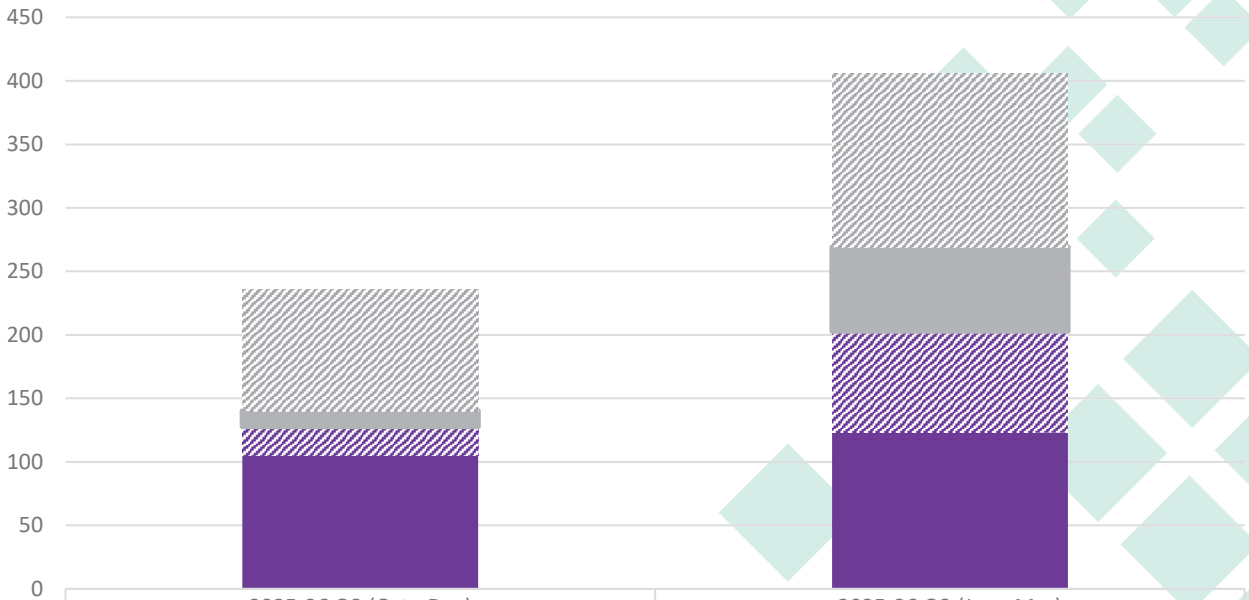
	2025-26 Q2 (Oct - Dec)	2025-26 Q3 (Jan - Mar)
Flat Tire	30	28
Debris Removal	20	4
Vehicle Safety Check	15	18
Accident	20	17
Mechanical Problem	18	13
Other	8	15
Total Number of Incidents/month	111	95

2.4 CHP ENFORCEMENT

Figure 5 presents a breakdown of CHP incidents for Q2 versus Q3. The data highlights trends in various incident categories, offering insights into operational challenges and areas for potential improvement. Total violations rose sharply from 236 in Q2 to 405 in Q3, representing an increase by 72%, alongside an increase in enforcement activity (53 shifts to 90 shifts). The increase in CHP shifts reflects improved resource availability, allowing CHP to staff the enforcement time windows requested.

During this period, CHP was directed to place greater emphasis on HOV 3+ enforcement, which explains the sharp increase in HOV 3+ violations (12 to 66).

Figure 5 - Quarterly CHP Data



	2025-26 Q2 (Oct - Dec)	2025-26 Q3 (Jan - Mar)
Other	96	137
3+ Violation	12	66
No Plates	23	80
Speeding	105	123
Total Violations	236	406
Total shifts	53	90

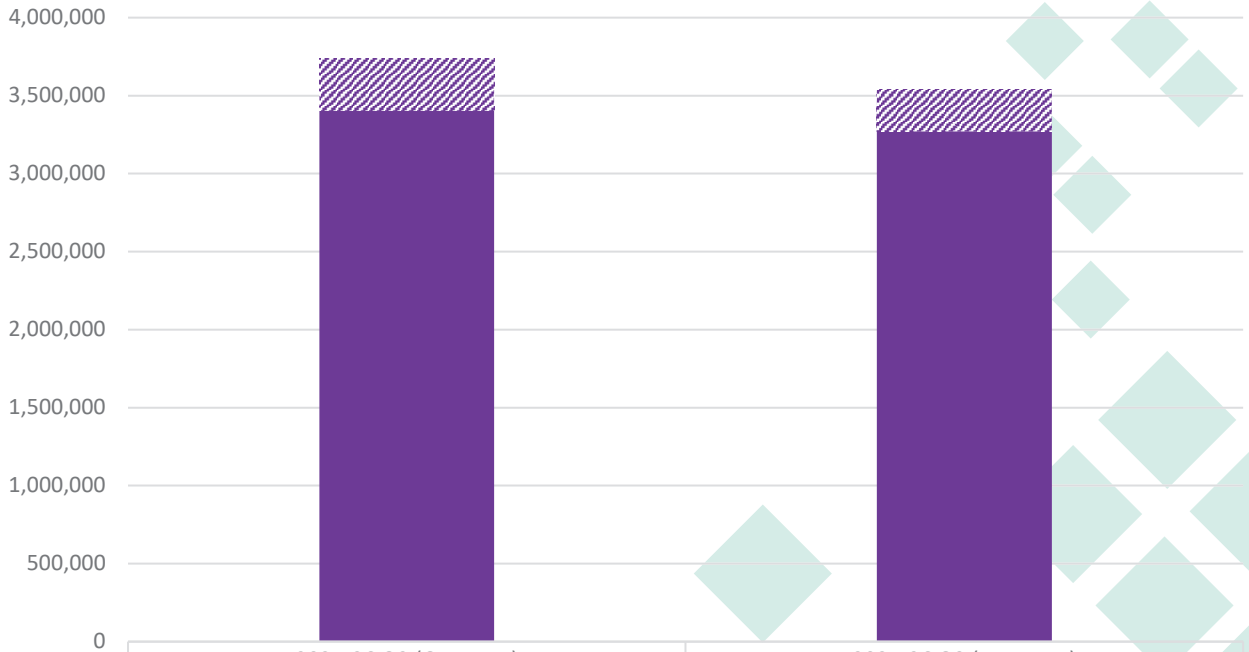
3.1 TRIPS AND TOLL RATES

Figure 6 compares quarterly EL trips between Q3 and Q2. The trips are broken out by FasTrak and Non-FasTrak trips. Between Q2 and Q3, total EL trips decreased from approximately 3.74 million to 3.54 million, reflecting a decrease in EL usage by 5.65% following seasonal traffic trends. However, the proportion of FasTrak and Non-FasTrak trips increased with FasTrak trips accounting for 92% of total trips in Q3 from 91% in Q2.

This indicates that most new users continue to rely on FasTrak for toll payments. Ongoing SBCTA marketing efforts and targeted TRDMS messaging throughout FY 2025–26 have contributed to the strong adoption and sustained preference for FasTrak among corridor travelers.

FasTrak increased to 92% of total trips for Q3 (Jan-Mar)

Figure 6 – Quarter Total Express Lanes Trips



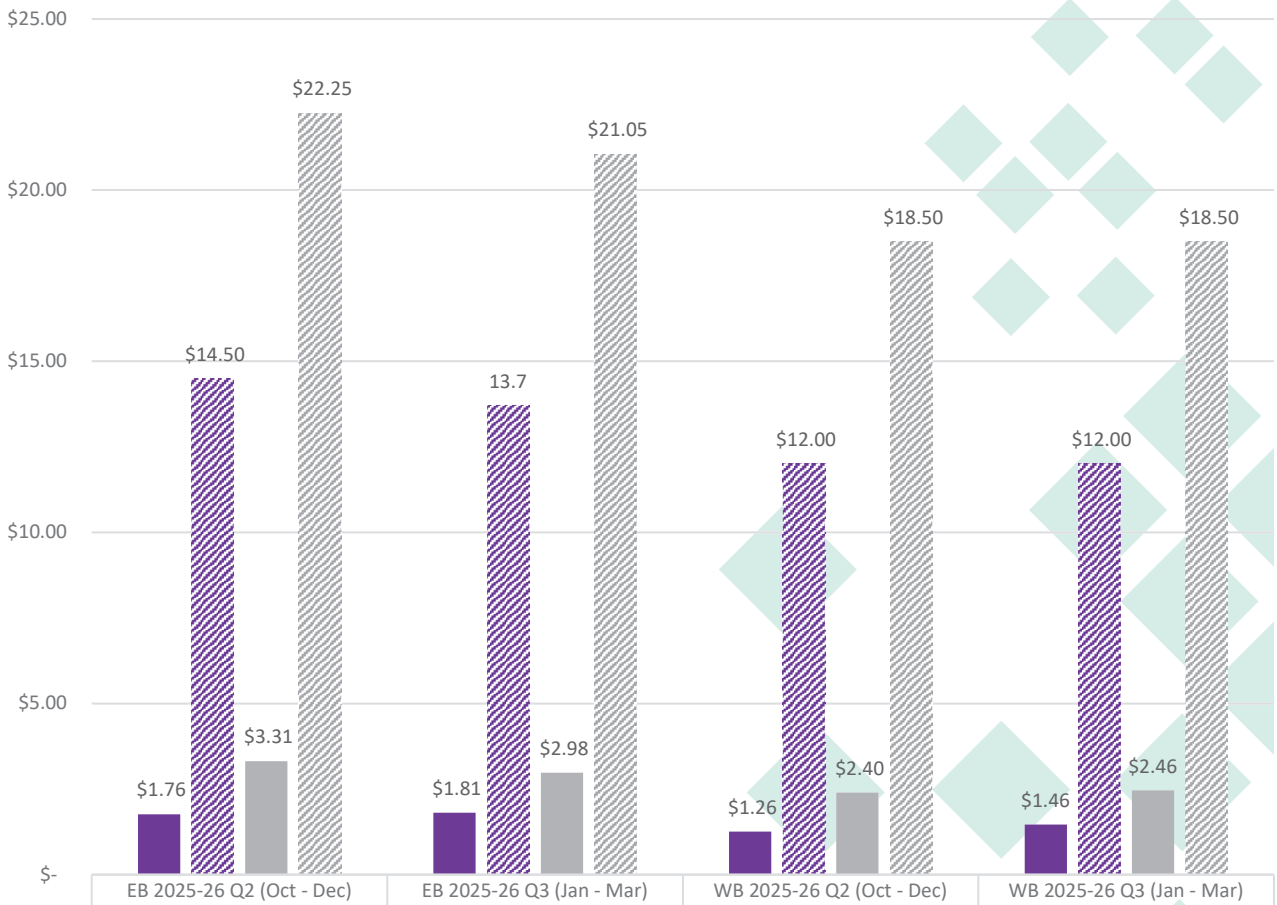
	2025-26 Q2 (Oct - Dec)	2025-26 Q3 (Jan - Mar)
Non-FasTrak Trips	333,040	269,728
FasTrak Trips	3,404,161	3,272,028
% of FasTrak Trips	91%	92%
% of Non-FasTrak Trips	9%	8%
Total Trips	3,737,201	3,541,756

Figure 7 shows a bar chart comparing average and maximum toll prices for FasTrak and Non-FasTrak users in Q3 and Q2, EB and WB, as displayed on TRDMS.

Q3 weekday FasTrak peak toll was $13.70 slightly below the Q2 peak toll of $14.50, the cap for the EB direction. In Q3, the weekday WB FasTrak maximum peak toll reached its cap of $12.00, matching Q2 peak toll of $12.00. In January 2026, the DPA configuration for the MTNW toll zone was updated to use the minimum EL and minimum GP speeds, enabling toll rates to respond more effectively when congestion begins to emerge.

The decreased seasonal traffic in both the EB and WB directions contributed to an 11.68% decrease in expected revenue in Q3 (4.33M) compared to Q2 (4.82M), as calculated from Figure 17 of the Finance section.

Figure 7 – Quarterly Posted Toll Rate Summary for Weekdays



	EB 2025-26 Q2 (Oct - Dec)	EB 2025-26 Q3 (Jan - Mar)	WB 2025-26 Q2 (Oct - Dec)	WB 2025-26 Q3 (Jan - Mar)
FasTrak Average	$1.76	$1.81	$1.26	$1.46
FasTrak High	$14.50	13.7	$12.00	$12.00
Non-FasTrak Average	$3.31	$2.98	$2.40	$2.46
Non-FasTrak High	$22.25	$21.05	$18.50	$18.50

4.1 CUSTOMER CONTACT BY PHONE

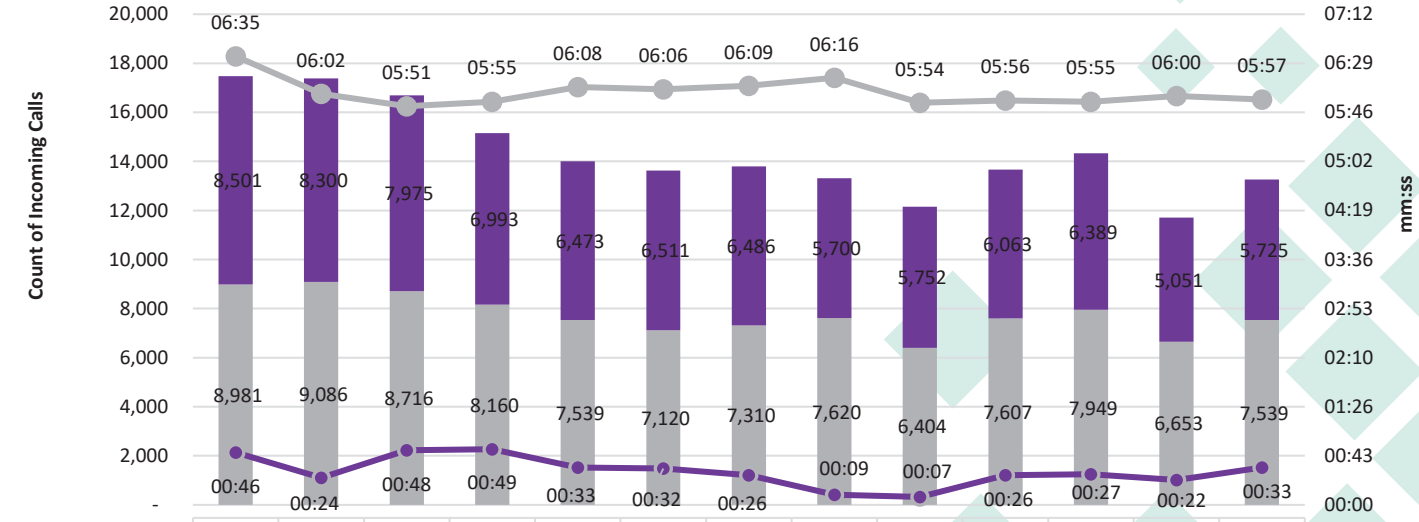
Figure 8 depicts the total calls coming into the Customer Service (CSC) Call Center on SBCTA's dedicated phone number, including the number of customers that elected to speak with a Customer Service Representative (CSR) and the average handle and hold times per call.

The total number of incoming calls remained steady in Q3 with a 0.4% increase compared to the previous quarter.

In Q3, 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 hold time remained consistent around 27 seconds for Q3.

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

Figure 8 – Monthly Incoming Calls by SBCTA Customers



	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
IVR Calls	8,501	8,300	7,975	6,993	6,473	6,511	6,486	5,700	5,752	6,063	6,389	5,051	5,725
Calls to CSRs	8,981	9,086	8,716	8,160	7,539	7,120	7,310	7,620	6,404	7,607	7,949	6,653	7,539
Average Hold Time	00:46	00:24	00:48	00:49	00:33	00:32	00:26	00:09	00:07	00:26	00:27	00:22	00:33
Average Handle Time	06:35	06:02	05:51	05:55	06:08	06:06	06:09	06:16	05:54	05:56	05:55	06:00	05:57

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 March 2026. **Figure 9** 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 CSRs were required to resolve their issue. **Figure 10** illustrates the number of times customers needed to contact SBCTA, showing an average of 1.3–1.4 contacts per resolution since the start of revenue service. This indicates that most issues are resolved within a single call. **Figure 11** shows a stable survey response rate, consistently averaging approximately 11–12 percent.

Figure 9 – Phone Survey Results - Scores

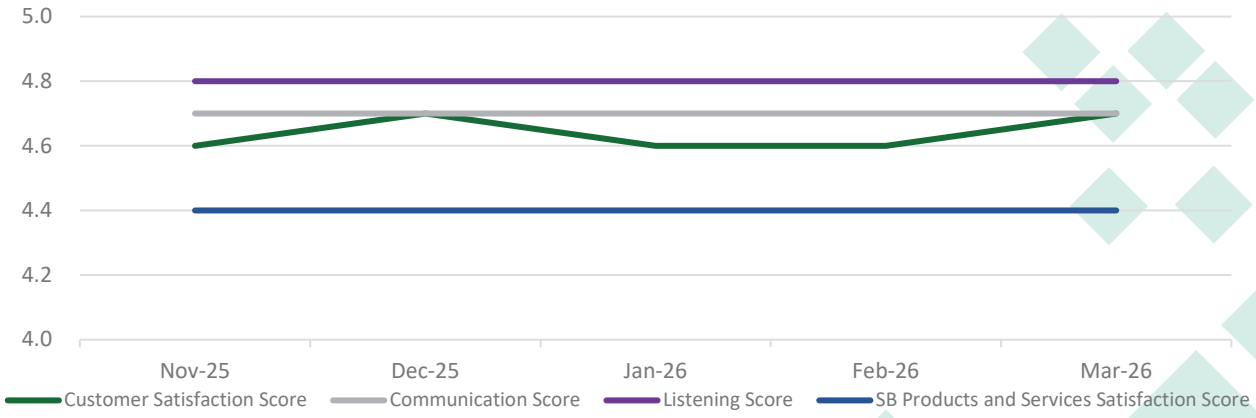


Figure 10 – Average Number of Contacts for Resolution

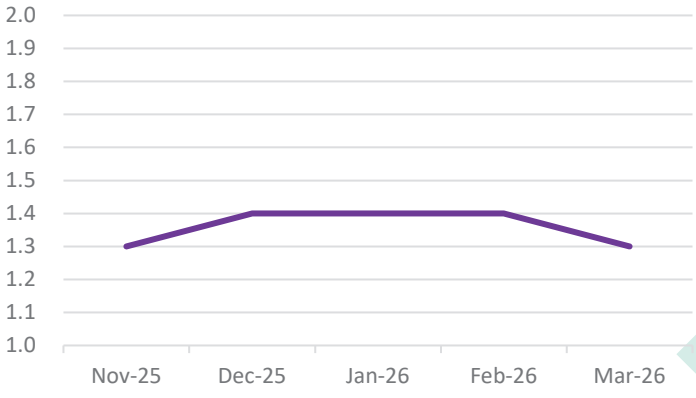
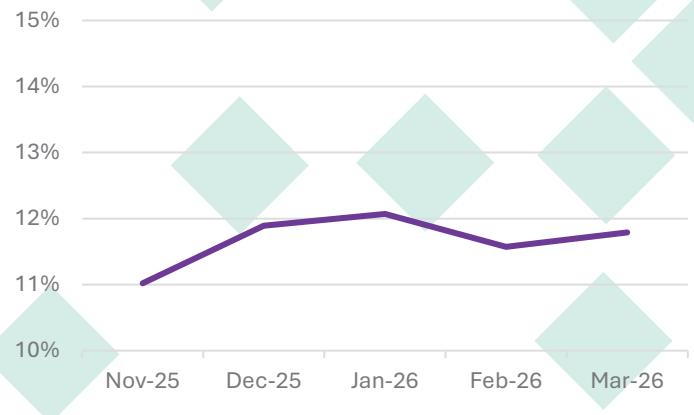


Figure 11 – Survey Response Rate

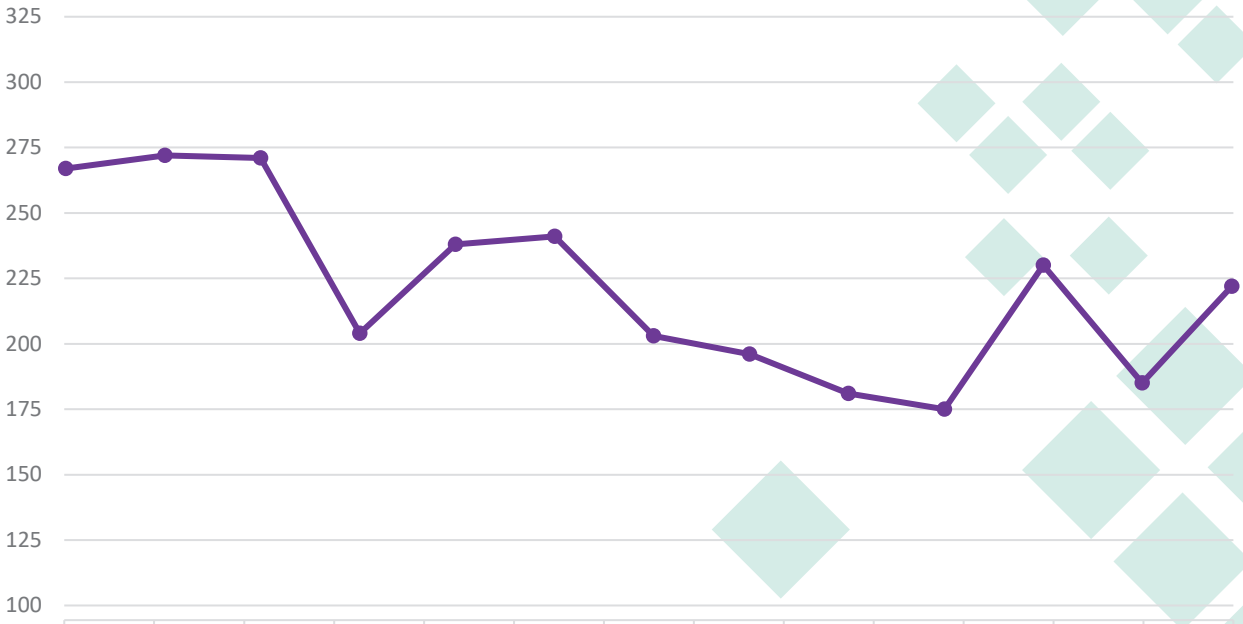


4.3 CUSTOMER WALK-IN VISITS

Figure 12 indicates total I-10 EL customers using the dedicated San Bernardino Customer Service Center (CSC) and the Irvine CSC. For Q3, 633 customers (out of 637) used the San Bernardino Walk-In Center (WIC), a 15% increase from 546 customers (out of 552) in the previous quarter. This increase in usage of San Bernardino WIC represents a return to normal volumes following the reduced visits during the holidays.

Since the program began, customers are almost exclusively using the WIC located in Rancho Cucamonga City Hall. Over the quarter, only 4 customers used the Irvine WIC to inquire about the I-10 EL. Only 79 customers have used the Irvine Walk-In Center since it opened in July 2024.

Figure 12 – Monthly Walk-In Center Customers



	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
Total Walk In Customers	267	272	271	204	238	241	203	196	181	175	230	185	222

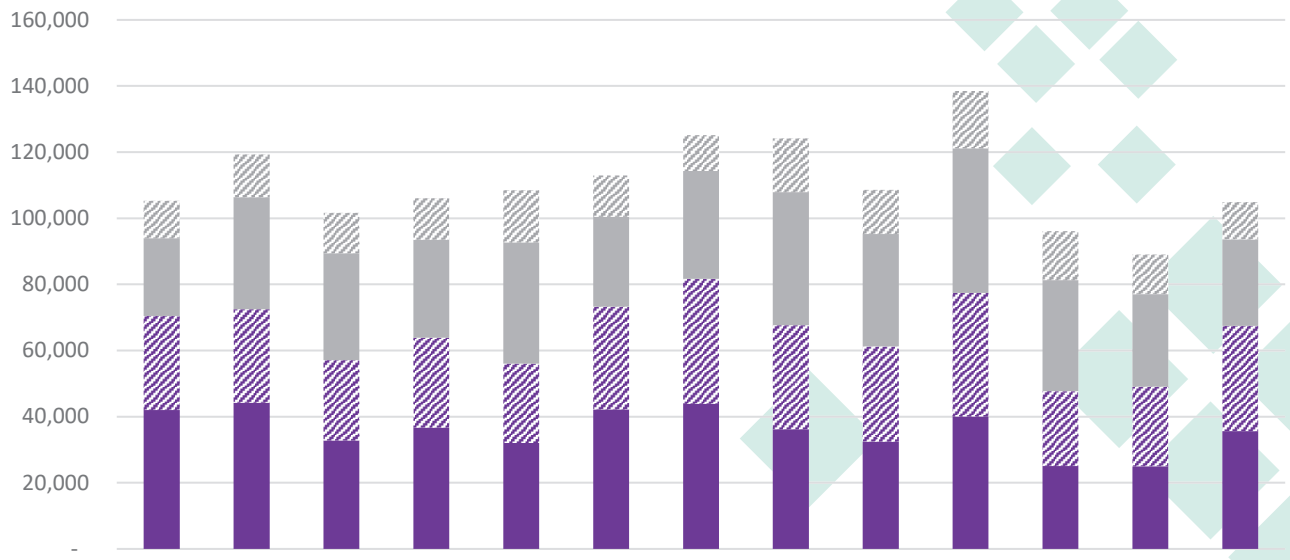
4.4 VIOLATION NOTICES AND CA DMV HOLDS

Figure 13 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 total number of notices mailed during Q3 decreased by 22%, compared to the previous quarter. This decline is comparable with the decrease in image-based transactions of approximately 18%, compared to the previous quarter. This correlates with the overall decrease in lane volume, as well as increases in FasTrak participation. The number of registration holds with the CA DMV declined by 22% for the quarter, consistent with the overall decrease in notices and NDTEV notices.

Figure 13 – Monthly Total Number of Violation Notices Mailed and CA DMV Holds Placed



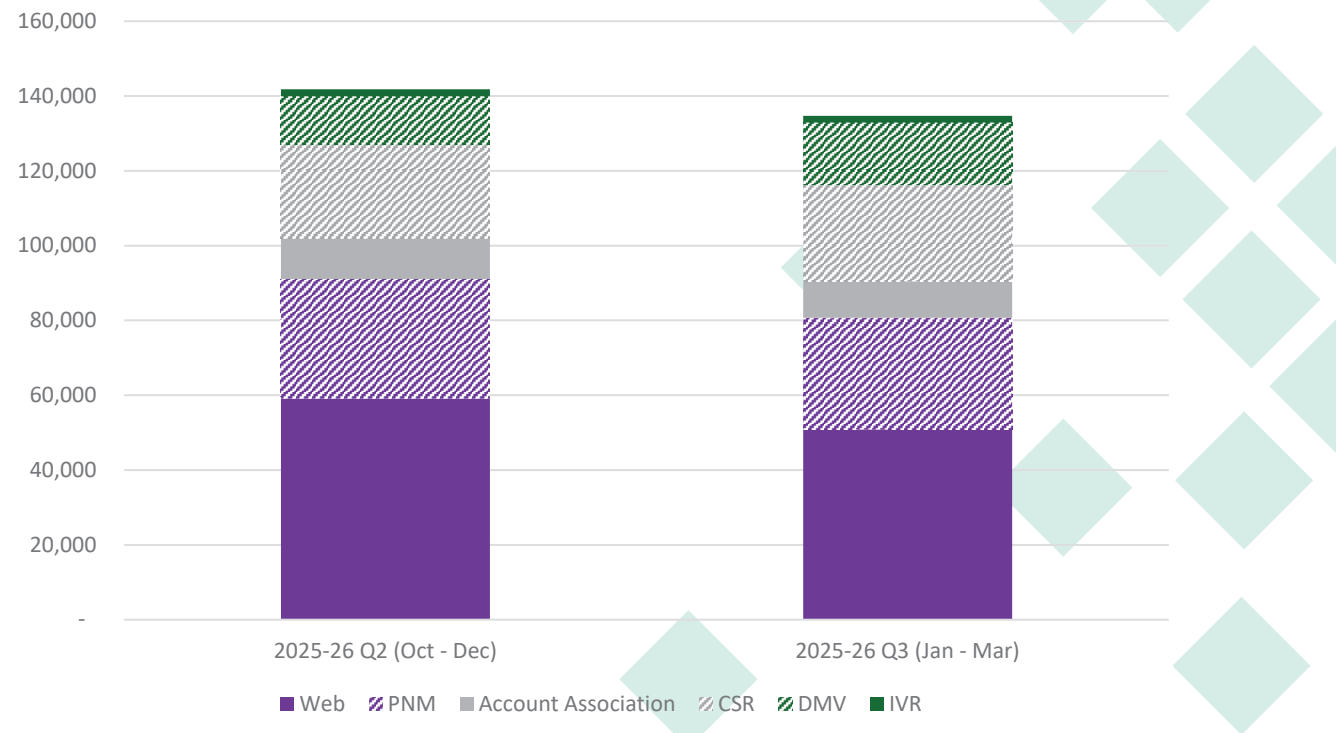
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
CA DMV Holds Placed	11,316	13,017	12,282	12,581	15,789	12,475	10,814	16,298	13,324	17,368	14,787	11,979	11,382
NDTEV Notices	23,563	33,865	32,330	29,692	36,735	27,155	32,620	40,211	33,998	43,763	33,620	27,981	26,083
NTEV Notices	28,443	28,197	24,256	27,196	23,959	31,111	37,707	31,510	28,878	37,348	22,620	24,099	31,805
Amnesty Notices	41,983	44,265	32,814	36,646	32,049	42,176	43,965	36,176	32,401	40,045	25,087	24,984	35,657

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** (https://www.sbexpresslanes.com/pay-online/), or, second the customers can use 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 14 provides the count of payments, by channel, over the last two quarters. The results show that most customers choose to pay electronically, choosing to pay over the web or PNM service. During this period, 95% of all PNM transactions were electronic and the customer did not visit a physical location. It should be noted that customers choosing to call the call center are primarily making payments by speaking with the CSR, rather than use the automated IVR system. This could indicate a need for improvement to IVR system flows to encourage use of the automated system and reduce the burden on call center staff. A 12% reduction in the number of payments received through account association in Q3, compared to the prior quarter, is consistent with a maturing system, in which users are becoming more educated in the FasTrak program and enrolling prior to travel.

Figure 14 – Quarterly Non-FasTrak Payments by Channel



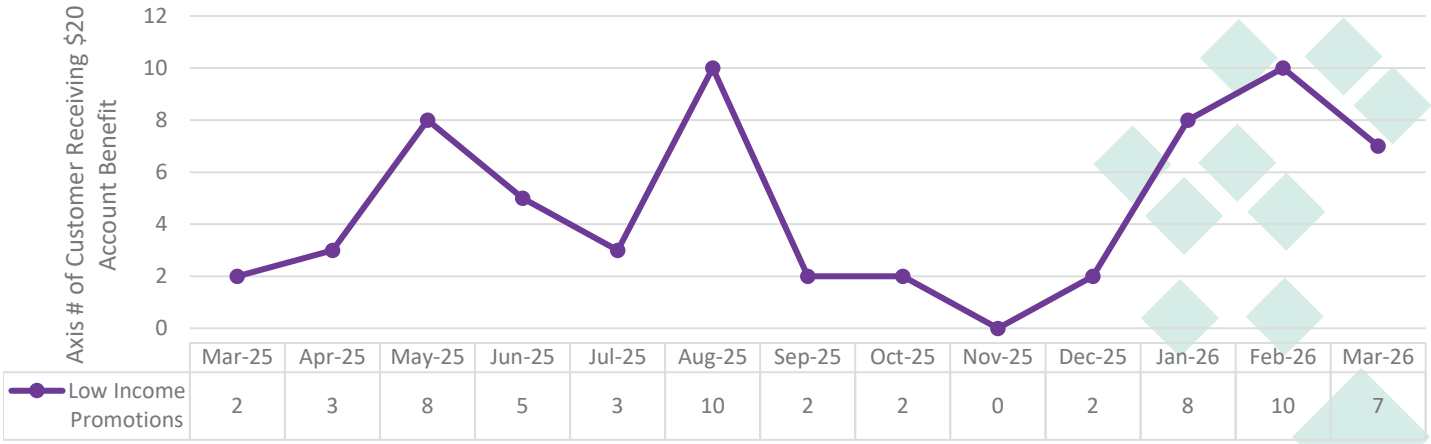
4.6 BENEFIT PROGRAMS

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

Figure 15 demonstrates the number of customers that received the $20 low-income resident benefit since launch of the program. There have been 96 low-income resident benefit accounts opened since the opening of the EL. In Q3, there were 25 new customers approved for the program, an increase of 21 from the previous quarter.

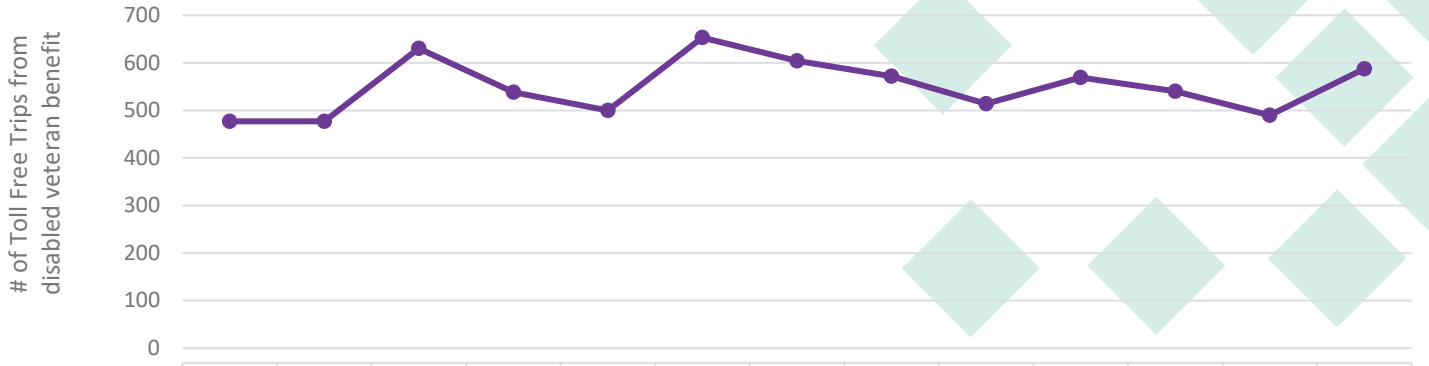
Figure 16 depicts the number of toll-free trips taken under the disabled veteran benefit program. Trips declined 2% from Q2, suggesting the program is reaching steady state conditions.

Figure 15 – Monthly Low Income Resident Benefit Promotions



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

Figure 16 – Monthly Disabled Veteran Benefit Trips



	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
Disabled Veteran Trips	477	477	630	538	500	653	604	572	514	569	540	490	587

5.1 REVENUE

Gross Potential Revenue (GPR) is the revenue that is expected to be collected after considering toll adjustments that are made by the CSC, representing the amount of revenue that would be collected by SBCTA if all customers paid the posted toll amount. GPR is calculated as Expected Revenue adjusted for Vtolls (trips initially billed as Non-FasTrak but then later charged to a FasTrak account) and other adjustments at the CSC. GPR is generally less than Expected Revenue because Vtolls are predominantly movement from Non-FasTrak to FasTrak, which results in a reduction in toll amount. Toll adjustments, when made, are always downward resulting in reduction in the toll amount. Most Vtolls and adjustments will be made within the first 90 days of a trip, therefore the figures below are updated each month for the current month and two months retroactively.

Figure 17 reflects that GPR (total FasTrak and Non-FasTrak) of $1.75 million (FasTrak: $1.37M + Non-FasTrak: $373K) for the month of March 2026 is 22% greater than March 2025 GPR of $1.43 million. The total GPR of $27.0 million includes the $2.04 million of toll accounts receivable shown in **Figure 19.**

Figure 17 – Monthly Gross Potential Revenue over months by FasTrak and Non-FasTrak (By Trip Date)

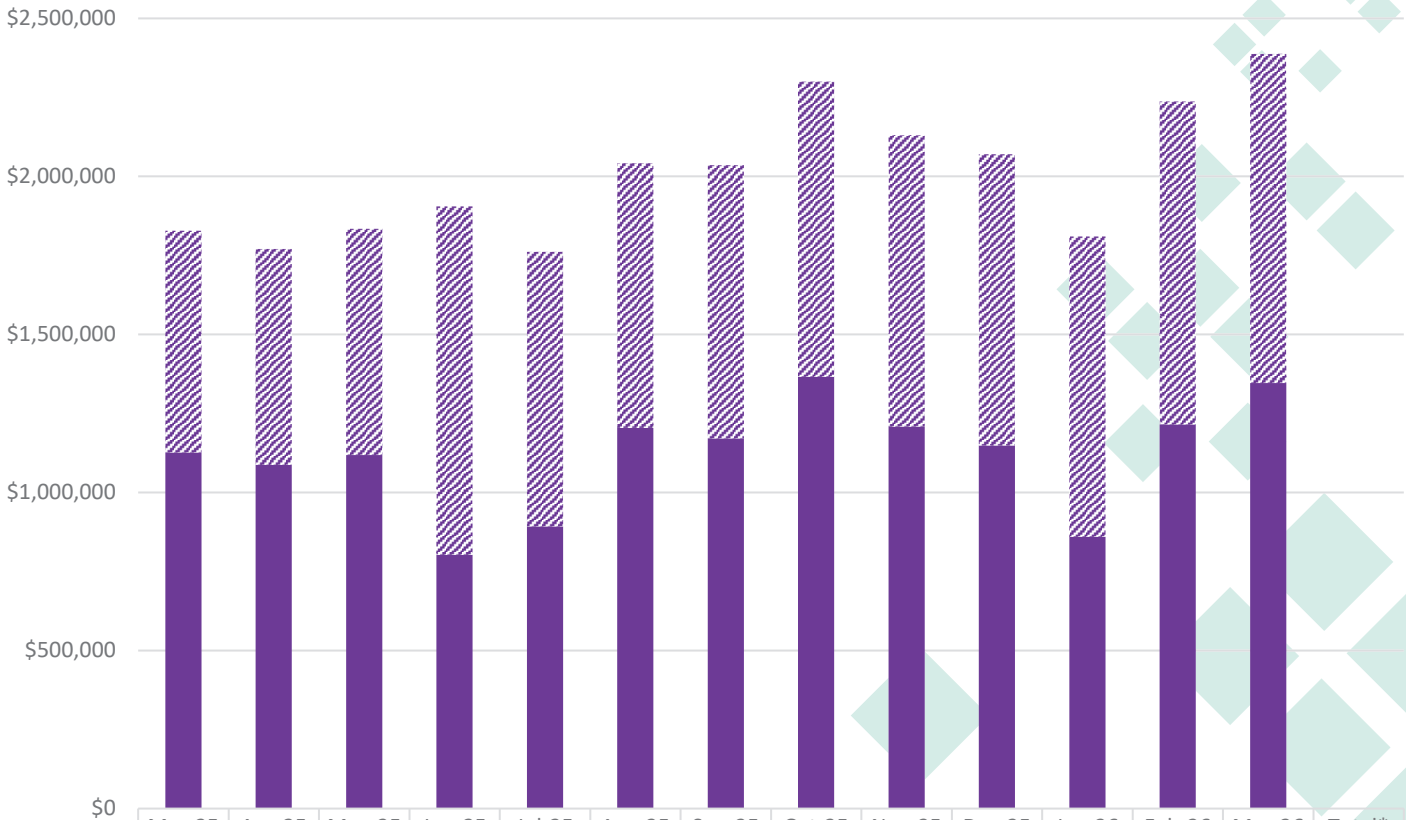


	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Total*
Non-FasTrak	$349 K	$334 K	$333 K	$229 K	$296 K	$366 K	$347 K	$415 K	$347 K	$330 K	$255 K	$269 K	$373 K	$6.4 M
FasTrak	$1.08 M	$1.10 M	$1.09 M	$786 K	$958 K	$1.15 M	$1.20 M	$1.41 M	$1.14 M	$1.17 M	$1.02 M	$1.03 M	$1.37 M	$20.5 M
Total	$1.43 M	$1.44 M	$1.43 M	$1.02 M	$1.25 M	$1.51 M	$1.54 M	$1.83 M	$1.49 M	$1.50 M	$1.28 M	$1.30 M	$1.75 M	$27.0 M

NOTE: Total is from Revenue Service Commencement*

Figure 18 reflects actual toll, fee and penalty revenue, which is composed of payments received from customers and posted to accounts. Inception-to-date, Actual Revenue of $34.74 million exceeds a GPR of $27.0 million as a result of the collection of violation penalties and fees. While this is a positive revenue trend, the cost to collect violation tolls and penalties is exponentially higher than FasTrak trips, therefore continued efforts should be made to help customers realize the value of becoming FasTrak customers.

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



	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Total*
Non-FasTrak	$702 K	$684 K	$716 K	$1.10 M	$868 K	$837 K	$864 K	$934 K	$922 K	$922 K	$951 K	$1.02 M	$1.04 M	$14.3 M
FasTrak	$1.13 M	$1.09 M	$1.12 M	$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	$20.4 M
Total Paid	$1.83 M	$1.77 M	$1.83 M	$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	$34.74

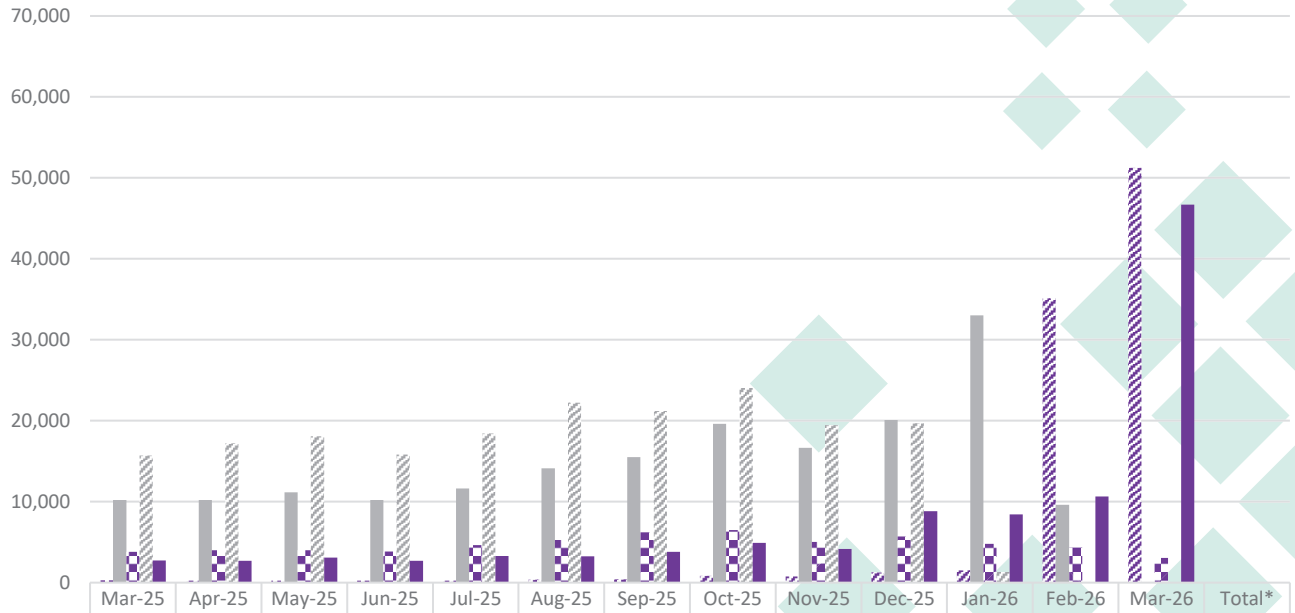
NOTE: Total is from Revenue Service Commencement*

5.2 ACCOUNTS RECEIVABLE

Accounts Receivable (AR) is composed of unpaid tolls. **Figure 19** presents the trip counts and amounts receivable from different violation categories. Non-FasTrak trips are generally invoiced within 21 days of the trip date, therefore many trips will appear as "Not Noticed" or "First Notice" for the most recent month.

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 March 2026, toll accounts receivable is $2.04 million which is included in the GPR in **Figure 17**. This amount reflect the typical revenue collection lifecycle for a relatively new toll facility. As some trips age and are moved into "Second Notice" or "Paid" categories as part of the escalation process, AR are expected to trend downward.

Figure 19 – Monthly Uncollected Trips



	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Total*
First Notice	272	236	236	239	228	0 k	0 k	1 k	1 k	1 k	2 k	35 k	51 k	94 K
Second Notice	10 k	10 k	11 k	10 k	12 k	14 k	16 k	20 k	17 k	20 k	33 k	10 k		235 K
Pending Collection	4 k	4 k	4 k	4 k	5 k	5 k	6 k	7 k	5 k	6 k	5 k	4 k	3 k	77 K
DMV Hold	16 k	17 k	18 k	16 k	18 k	22 k	21 k	24 k	19 k	20 k	1 k			277 K
Not Noticed	3 k	3 k	3 k	3 k	3 k	3 k	4 k	5 k	4 k	9 k	8 k	11 k	47 k	121 K
Tolls $ AMNT	$82 K	$83 K	$87 K	$65 K	$87 K	$113 K	$123 K	$153 K	$124 K	$144 K	$123 K	$151 K	$280 K	$2.04 M

NOTE: Total is from Revenue Service Commencement*

Minute Action

AGENDA ITEM: 5

Date: July 1, 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 14 on-going construction contracts, of which six have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on April 16, 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 153.1: Final pricing rehabilitation work, sandblast and prepare six existing bridge abutments before staining. (-$65,352)

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: There are no newly executed CCOs since last report.

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 74.1: Crane standby time. ($0)

2) CCO 79.1: Crane mobilization and standby for bridge demolition. ($0)

3) CCO 83: Tree removal and air vacuum assembly. ($53,633.50)

4) CCO 84: Temporary driveways. ($25,000)

5) CCO 86: Soundwall access gates removal. ($15,288.50)

6) CCO 87: Southern California Edison service connections. ($85,279.34)

I. Contract No. 24-1003027 with CT&T Concrete Paving, Inc., for the SR 210 Waterman Avenue Interchange Project: There are no newly executed CCOs since last report.

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

1) CCO 16: Changes in bid item 115. ($0)

2) CCO 28: Time impact due to utility obstruction. ($65,577.29)

3) CCO 30: Innerduct conduit color. ($3,640)

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

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

2) CCO 1.1): Turnover deficiencies corrections. ($31,375.58)

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 26: Vina Vista 3rd railroad track protection. ($150,000)

2) CCO 29: Remove skid testing requirements. ($0)

3) CCO 30: Vina Vista overhead potholing for gas line. ($200,000)

3) CCO 30.1: Vina Vista overhead potholing for gas line. ($300,000)

4) CCO 32: Electrical cabinet changes. ($100,000)

5) CCO 36: Revised closure charts 15-day ramp closures. ($0)

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

1) CCO 1: City of Hesperia water relocation. ($3,534,787.44)

2) CCO 2: Partnering. ($70,000)

3) CCO 3: Clear and grub for Southern California Edison pole relocation. ($55,495.31)

4) CCO 4: Disadvantaged business enterprise program suspension. ($0)

5) CCO 5: Dispute resolution board. ($78,000)

6) CCO 6: Traffic maintenance. ($75,000)

N. 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. 0893 SR-60 Central EEP, and Sub-Task No. 0853 I-215 University Parkway.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

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

Approved
Board of Directors
Date: July 1, 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
153.1	Final pricing rehabilitation work, sandblast and prepare six existing bridge abutments before staining.	($65,352.00)
	CCO Total	$17,205,882.20
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,163,117.80
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
	CCO Total	$19,763,910.60
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$9,466,089.40

Attachment: Executed Change Orders (12662 : Project Delivery Contract Change Orders to On-Going Contracts)

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
74.1	Crane standby time.	$0.00
79.1	Crane mobilization and standby for bridge demolition.	$0.00
83	Tree removal and air vacuum assembly.	$53,633.50
84	Temporary driveways.	$25,000.00
86	Soundwall access gates removal.	$15,288.50
87	Southern California Edison service connections.	$85,279.34
	CCO Total	$6,130,055.46
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$1,968,344.54
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
	CCO Total	$351,267.50
	Approved Contingency	$778,576.63
	Remaining Contingency	$427,309.13
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
16	Changes in bid item 115.	$0.00
28	Time impact due to utility obstruction.	$65,577.29
30	Innerduct conduit color.	$3,640.00
	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
1	Turnover deficiencies corrections.	$20,000.00

Attachment: Executed Change Orders (12662 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
1.1	Turnover deficiencies corrections.	$31,375.58
	CCO Total	$51,375.58
	Approved Contingency	$70,000.00
	Remaining Contingency	$18,624.42

Attachment: Executed Change Orders (12662 : 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
26	Vina Vista 3rd railroad track protection.	$150,000.00
29	Remove skid testing requirements.	$0.00
30	Vina Vista overhead potholing for gas line.	$200,000.00
30.1	Vina Vista overhead potholing for gas line.	$300,000.00
32	Electrical cabinet changes.	$100,000.00
36	Revised closure charts 15-day ramp closures.	$0.00
	CCO Total	$1,332,362.19
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$41,452,967.81
US-395 Phase 2 Widening Project (25-1003266)		
Number	Description	Amount
1	City of Hesperia water relocation.	$3,534,787.44
2	Partnering.	$70,000.00
3	Clear and grub for Southern California Edison pole relocation.	$55,495.31
4	Disadvantaged business enterprise program suspension.	$0.00
5	Dispute resolution board.	$78,000.00
6	Traffic maintenance.	$75,000.00
	CCO Total	$3,813,282.75
	Approved Contingency	$6,184,980.00
	Remaining Contingency	$2,371,697.25
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

Attachment: Executed Change Orders (12662 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 6

Date: July 1, 2026

Subject:
Purchase and Sale Agreement No. 26-1003473 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

A. Approve Purchase and Sale Agreement No. 26-1003473 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2019-2020 through 2025-2026 tax years, and authorize the Executive Director, or her designee, with the approval of General Counsel or her designee as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Background:
Under the Master Indentures that outline how San Bernardino Council of Governments (SBCOG) (formerly known as San Bernardino Associated Governments or SANBAG) will issue bonds for the Property Assessed Clean Energy (PACE) Program, any property owner that is delinquent in their tax bill on October 1st of each year will be subject to SBCOG starting a judicial foreclosure process. The Master Indentures provide that SBCOG may elect to defer the judicial foreclosure proceedings if SBCOG has received or advanced funds to cover the delinquent amounts.

In May 2026, SBCOG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 106 properties considered delinquent for the 2025-2026 tax year and 95 properties delinquent from 2019-2020 through 2024-2025 tax years combined. DTA transmits delinquency notices to the delinquent property owners after the 1st and 2nd tax installments are not paid. The delinquencies by tax year are shown in the table below.

Tax Year	Amount of Tax Levy	Number of Properties	Amount Delinquent	Number of Delinquent Properties	Delinquency Rate by Value
14/15	$7,856,008.93	3,160	$0.00	-	0.00%
15/16	$19,058,514.63	7,103	$0.00	-	0.00%
16/17	$29,734,139.75	10,557	$0.00	-	0.00%
17/18	$35,736,978.72	12,384	$0.00	-	0.00%
18/19	$31,123,600.04	10,731	$0.00	-	0.00%
19/20	$25,179,345.70	8,766	$3,510.02	1	0.01%
20/21	$19,906,970.38	7,062	$8,108.83	3	0.04%
21/22	$14,356,417.31	5,275	$15,066.82	7	0.10%
22/23	$10,831,868.07	4,082	$37,990.88	17	0.35%
23/24	$9,714,788.26	3,679	$59,338.91	25	0.61%
24/25	$8,615,050.73	3,284	$91,293.65	42	1.06%
25/26	$7,552,080.01	2,901	$211,142.68	106	2.80%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SBCOG or by a third party, such as

FNA California, LLC, pursuant to an agreement with SBCOG allowing that third party to advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 26-1003473 accomplishes this task.

This contract allows FNA California, LLC, to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2026. FNA California, LLC, will pay a fee equal to 7.5% of the delinquent assessments, which is the same rate as prior years, at a cost of $15,835.70 based on current delinquencies, to be used by SBCOG to cover its administrative costs as well as the additional costs incurred by the Special Tax Consultant. FNA California, LLC, is providing a similar service with the same fee for the Western Riverside Council of Governments for their local and statewide PACE programs.

Staff recommends that it is in the best interest of SBCOG and property owners to defer the judicial foreclosure process and to approve the agreement with FNA California, LLC, and allow them to advance the delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SBCOG to meet the conditions of the Master Indentures for the bonds.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 26-1003473 Amendment No.:

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

List Any Accounts Payable Related Contract Nos.:

Dollar Amount					
Original Contract	$	-	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**-**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**-**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12650

Contract Management (Internal Purposes Only)

Local Services

Accounts Receivable

Total Contract Funding: $ - Funding Agreement No: 26-1003473

Beginning POP Date: 08/17/2026 Ending POP Date: 06/30/2027 Final Billing Date: 06/30/2027

Expiration Date: 06/30/2026 PM Description: PACE Program Revenue FNA FY25/26

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2911	25	0511	0000	48007000	-
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Michael Hernandez
Project Manager (Print Name)

Lisa Lazzar
Task Manager (Print Name)

Additional Notes: Final terms and listing of delinquent properties will be finalized and approved by Executive Director. Updated the sub-task number to 0000.

Attachment: CSS - 26-1003473 (12650 : Purchase and Sale Agreement for PACE Assessment Receivables)

PURCHASE AND SALE AGREEMENT

Dated as of August 17, 2026

between

SAN BERNARDINO COUNCIL OF GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

Regarding

Assessment Installment Receivables

for the 2025-2026 Tax Year

DRAFT

Attachment: 26-1003473-PDF (12650 : Purchase and Sale Agreement for PACE Assessment Receivables)

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DRAFT

Attachment: 26-1003473-PDF (12650 : Purchase and Sale Agreement for PACE Assessment Receivables)

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DRAFT

Attachment: 26-1003473-PDF (12650 : Purchase and Sale Agreement for PACE Assessment Receivables)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 17, 2026, between San Bernardino Council of Governments ("SBCOG"), formerly known as San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

SBCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on properties participating in the SANBAG HERO Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

SBCOG has determined that it is in the best interests of SBCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

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ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"1915 Act" means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

"Agreement" means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

"Assessment" means each "Assessment" as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

"Assessment Administrative Fee" means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

"Assessment Administrator" means DTA Public Finance, Inc., and its successors, or any financial consultant or firm of such financial consultants judged by SBCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

"Assessment Contract" shall have the meaning given such term in the applicable Master Indenture.

"Assessment Installment" means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

"Assessment Installment Receivable" means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by SBCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SBCOG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

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(iii) had not been received by SBCOG or the Trustee, on behalf of SBCOG, as of the Cut-off Date,

(iv) is due and owing to SBCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

"Assessment Installment Receivable Balance" means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SBCOG and payable to the SBCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

"Assessment Installment Receivables Schedule" means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

"Assessment Installments Purchased" has the meaning set forth in Section 2.01(a) hereof.

"Assessment Lien" means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

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"Bond Counsel" means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

"Chapter 29" means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

"Closing Date" means August 17, 2026.

"Collections" means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

(i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,

(ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,

(iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and

(iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SBCOG, if any.

"Company" means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

"County" means the County of San Bernardino, California.

"Cut-off Date" means August 10, 2026.

"Defective Assessment Installment Receivable" has the meaning set forth in Section 3.01(c) hereof.

"Defective Assessment Installment Receivable Purchase Amount" means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been

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applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

"Delinquent Tax Roll" means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SBCOG and the Company.

"Master Indenture" means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

"Opinion of Counsel" means one or more written opinions of counsel, who may be an employee of or counsel to SBCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

"Person" any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

"Premium" has the meaning set forth in Section 2.01(a) hereof.

"Property" means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

"Property Owner" means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

"Purchase Price" has the meaning set forth in Section 2.01(a) hereof.

"Purchased Tax Year" means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

"Purchased Receivables" means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

"Responsible Officer" means, with respect to SBCOG, the Executive Director, and the Deputy Executive Director, or any other official of SBCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SBCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"SANBAG" means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of

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SANBAG and includes San Bernardino Council of Governments, or SBCOG, the current name of aforementioned joint exercise of powers authority, pursuant to Amendment No. 4 of the Joint Exercise of Powers Agreement referenced in the Preamble.

"SANBAG HERO Program" means the SANBAG HERO Program established by SANBAG pursuant to Chapter 29 and the 1915 Act.

"SBCOG" means the San Bernardino Council of Governments.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

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(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

ARTICLE II.
PURCHASE AND SALE OF ASSESSMENT INSTALLMENT RECEIVABLES

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale*. In consideration of the Company's promise to deliver on the Closing Date to or upon the order of SBCOG the sum of $_____ (the "Purchase Price"), which is equal to the principal amount of $_____ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased ("Assessment Installments Purchased"), plus a premium equal to seven and a half percent (7.50%) of the Assessment Installments Purchased (the "Premium") in the amount of $_____. SBCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SBCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

(i) the Assessment Installment Receivables;

(ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and

(iii) the proceeds of any and all of the foregoing.

(b) *Collections*. The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price*. On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of SBCOG. SBCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the

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Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SBCOG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of SBCOG herein, to the accuracy of statements to be made by or on behalf of SBCOG, to the performance by SBCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement*. At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of SBCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents*. The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) Legal Opinion of Bond Counsel. An approving opinion of Bond Counsel to the effect that the obligations of SBCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SBCOG and the Company.

(ii) Certificate of SBCOG. A certificate signed by an appropriate official of SBCOG to the effect that:

(A) SBCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date,

(B) the representatives of SBCOG who executed this Agreement have been duly authorized to do so on behalf of SBCOG,

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(C) the representations, agreements and warranties of SBCOG herein are true and correct in all material respects as of the Closing Date,

(D) SBCOG has complied with all the terms of this Agreement which are required to be complied with by SBCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SBCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If SBCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SBCOG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, SBCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by SBCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SBCOG's obligations to the Company hereunder, SBCOG takes the actions set forth below.

(a) SBCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

(i) the Assessment Installment Receivables;

(ii) the Collections; and

(iii) all proceeds of the foregoing.

(b) SBCOG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SBCOG;

(ii) SBCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

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(iii) other than the lien granted to the Company pursuant to this Agreement, SBCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) SBCOG is not aware of any judgment or tax lien filings against SBCOG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by SBCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SBCOG to release such Assessment Installment Receivable from the lien of this Agreement.

ARTICLE III.
THE ASSESSMENT INSTALLMENT RECEIVABLES

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties*. SBCOG hereby represents and warrants to the Company that to SBCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SBCOG was the sole owner of such Assessment Installment Receivable;

(ii) SBCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SBCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SBCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

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(iv) the sale of such Assessment Installment Receivable by SBCOG did not contravene or conflict with any laws, rules or regulations applicable to SBCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SBCOG and, to the best knowledge of SBCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SBCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SBCOG and by the County on the secured property tax roll on behalf of SBCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any

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discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) SBCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) SBCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of SBCOG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SBCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SBCOG or any of its officers or employees have any liability if it was subsequently discovered that such

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representations and warranties were in fact false at the time they were made, other than the obligation of SBCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables*. Upon discovery by SBCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify SBCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require SBCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SBCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SBCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SBCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SBCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. SBCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount*. If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

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(e) *Cure or Purchase of Defective Assessment Installment Receivables*. As to any Defective Assessment Installment Receivable, on or prior to the next date on which SBCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SBCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to SBCOG on the Closing Date.

The obligations of SBCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SBCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SBCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SBCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables*. The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SBCOG. SBCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SBCOG. If SBCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on SBCOG, and SBCOG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company*. Except as provided herein, the Company shall be entitled to assert all right, title, and interest of SBCOG in the enforcement and collection of the Purchased Receivables, including but not limited to SBCOG's lien priority, and SBCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of SBCOG.

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From and after the receipt by SBCOG of the Purchase Price on the Closing Date, SBCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SBCOG in accordance with Section 3.01 hereof.

SBCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. SBCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by SBCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by SBCOG such funds shall first be used to reimburse SBCOG for any such costs that have not been paid by the Company and, upon reimbursement of SBCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and SBCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code. The Company shall initially forebear from requesting SBCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of nine (9) years from the date of the original delinquency of the Purchased Receivable. If the County fails to attempt to sell such Property as required pursuant to Revenue and Taxation Code Section 3692 within nine (9) years from the date such Property can be sold at a tax sale, the Company may request that SBCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable. Following receipt of such request from the Company, SBCOG may, at its sole discretion, (1) initiate such foreclosure proceedings or (2) repurchase such Purchased Receivable from the Company for an amount equal to the Purchase Price and Premium of such Purchased Receivables set forth in the Assessment Installment Receivables Schedule reduced by the amount, if any of Collections on such Purchased Receivables which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

(b) Change of Records; Further Actions and Assurances. On or before the Closing Date, SBCOG shall mark its appropriate records so that, from and after the Closing Date, records of SBCOG shall indicate that such Purchased Receivables have been sold. SBCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and

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cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections*. SBCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to SBCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of SBCOG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to SBCOG and not paid to the Company, the Company may notify SBCOG in writing and SBCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SBCOG from the County are not remitted to the Company within ten (10) business days of such notice, SBCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

SBCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from SBCOG, the Trustee or the Assessment Administrator. In addition, SBCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by SBCOG.

(d) *Covenant Not to Waive Penalties*. SBCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

ARTICLE IV.
SBCOG

Section 4.01 Representations of SBCOG. SBCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date,

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and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company*. SBCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution*. By all necessary official action of the governing board of SBCOG, SBCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations*. This Agreement constitutes the legal, valid and binding obligation of SBCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of SBCOG or of the voters of SBCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts*. The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SBCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation*. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is

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pending with service of process accomplished or, to the knowledge of SBCOG, pending or threatened, that:

(i) in any way questions the legal existence of SBCOG or the titles of the officers of SBCOG to their respective offices that would have any material likelihood of affecting the obligations of SBCOG under this Agreement;

(ii) contests the validity or the power and authority of SBCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by SBCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of SBCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to SBCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. SBCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SBCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SBCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SBCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SBCOG consistent with other objectives and requirements of SBCOG.

(b) SBCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SBCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

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(d) SBCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SBCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of SBCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SBCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SBCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SBCOG has been or will be not only the obligation of SBCOG, but also of the Company, or (ii) any creditor or future creditor of either SBCOG or the Company cause to believe mistakenly that SBCOG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the SBCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company*. Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SBCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution*. By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations*. This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts*. The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional

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provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SBCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SBCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

ARTICLE V.
MISCELLANEOUS

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by SBCOG and the Company.

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Section 5.02 **Entire Agreement**. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 **Notices**. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SBCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
c/o First National Assets
201 W. Lake St. #165
Chicago, IL 60606
Attn: General Counsel

If to SBCOG: San Bernardino Council of Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410
Attn: Carolyn Schindler, Executive Director

Section 5.04 **No Assignment by SBCOG**. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SBCOG.

Section 5.05 **Limitations on Rights of Others**. The provisions of this Agreement are solely for the benefit of SBCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 **Severability**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 **Separate Counterparts**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SBCOG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SBCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SBCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SBCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SBCOG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SBCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SBCOG and the Company in California State Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

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(g) With respect to any action between SBCOG and the Company in Federal Court brought in accordance with the provisions of this Section, SBCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, SBCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either SBCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SBCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or SBCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. SBCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, mutatis mutandis, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2027, June 30, 2028 and June 30, 2029 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, mutatis mutandis, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, mutatis mutandis, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO COUNCIL OF GOVERNMENTS, formerly known as SAN BERNARDINO ASSOCIATED GOVERNMENTS

By _____
Name: Carolyn Schindler
Title: Executive Director

Approved as to Form

BEST BEST & KRIEGER LLP, as Bond Counsel

By: _____
Name: Mrunal M. Shah
Title: Partner

FNA CALIFORNIA, LLC

By _____
Name: John Eisinger
Title: CEO

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EXHIBIT “A”
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

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EXHIBIT "B"
LIST OF MASTER INDENTURES

(a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One)

(b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One)

(c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One)

(d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One)

(e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One)

(f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One)

(g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One)

(h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San

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Bernardino Associated Governments Limited Obligation Improvements Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One)

(i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One)

(j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One)

(k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One)

(l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended

(m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One)

(n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One)

(o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One)

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EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.

2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.

3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.

4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than $75,000.

5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.

6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.

7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.

8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).

9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

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Minute Action

AGENDA ITEM: 7

Date: July 1, 2026

Subject:
Resolution No. 26-013 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

Recommendation:
That the Board, acting as the San Bernardino Council of Governments:

A. Approve Resolution No. 26-013, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2026/2027.

B. **Approve** ~~Authorize the Executive Director, or her designee, to finalize and execute~~ Agreement No. 26-1003474 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments~~, upon approval as to form by SBCOG General Counsel~~.

Background:
On March 6, 2013, the San Bernardino Associated Governments (SANBAG) (now known as San Bernardino Council of Governments or SBCOG) Board of Directors held a public hearing and then adopted Resolution No. 13-044, creating the Home Energy Renovation Opportunity (HERO) Program, a Property Assessed Clean Energy Program, that allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently affixed to the property. SANBAG loaned the property owner the funds for the improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. SANBAG obtained the funds to loan by selling bonds to private investors, secured by the property tax assessments paid by the property owners.

The HERO Program, administered by SBCOG, ended on June 30, 2017. However, during the four (4) years of the program, more than 15,000 assessments were created and SBCOG has a continuing obligation to bondholders to see that those existing assessments are collected.

The table below summarizes the outstanding assessments.

As of May 14, 2026				
Settlement Year	Original Assessments	Prepaid	Matured	Active
2013	477	351	44	82
2014	5,043	3,908	462	673
2015	5,097	3,878	427	792
2016	4,962	3,776	251	935
2017	2,318	1,723	67	528
Total	17,897	13,636	1,251	3,010

Entity: San Bernardino Council of Governments

Resolution No. 26-013 requests the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to enter the special assessments on the tax roll consistent with the obligations agreed to by the property owners that participated in the HERO Program and with SBCOG's obligations to the trustee and bondholders. The complete list of properties to be included on the tax roll is on file with the Clerk of the Board and available for review.

Additionally, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector requests that each agency sign their Agreement for Collection of Special Taxes, Fees, and Assessments each year. This agreement is required by San Bernardino County (County) and covers the expectations and responsibilities of the agency requesting the collection of the assessment or special tax and the County in the collection of that assessment or special tax. ~~The draft agreement from the County is not yet available. Therefore, staff recommends the Board authorize the Executive Director, or her designee, to finalize and execute Agreement No. 26-1003474 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments, upon approval as to form by SBCOG General Counsel.~~ **After the General Policy Committee meeting the agreement was received by the County and the delegation of authority to the Executive Director to execute has been removed from the recommendation.**

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. **This item has been changed to remove the delegation to the Executive Director and approve the newly attached agreement.** SBCOG General Counsel has reviewed this item, the draft resolution, **and the draft agreement**.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Attachment: SBCOG 2027 Authorizing the Placement of Assessments on the Tax Roll in San Bernardino County (12651 : Resolution 26-013

RESOLUTION NO. 26-013

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNCIL OF GOVERNMENTS (FORMERLY KNOWN AS SAN BERNARDINO ASSOCIATED GOVERNMENTS) MAKING CERTAIN REPRESENTATIONS AND AUTHORIZING THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN SAN BERNARDINO COUNTY

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California ("Chapter 29"), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments ("SANBAG"), originally made and entered into October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Exercise of Powers Agreement (each, a "Participating Party") that have elected to participate in the implementation of a property assessed clean energy ("PACE") program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG has undertaken proceedings to establish and has established such a PACE program known as the "SANBAG HERO Program" (the "HERO Program"), to assist commercial and residential property owners within the jurisdictional boundaries of each Participating Party (the "Program Area") with the costs of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their commercial and residential property; and

WHEREAS, the aforementioned Joint Powers Agreement was amended by Amendment No. 4, effective May 9, 2024, by which amendment the Joint Powers Authority changed its name from San Bernardino Associated Governments (SANBAG) to San Bernardino Council of Governments (SBCOG); and

WHEREAS, SBCOG has by previous resolutions declared its intent to levy assessments for the purpose of financing Authorized Improvements under the provisions of Chapter 29; and

WHEREAS, assessment contracts have been entered into for properties located within the jurisdictional boundaries of San Bernardino County (the "County"); and

WHEREAS, the special assessments levied against the real property within the County are not levied with regard to property values but rather are fixed special assessments based upon the costs of the Authorized Improvements and the financing of such improvements; and

WHEREAS, SBCOG has determined and hereby certifies that the assessments are exempt from the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, SBCOG has further determined that the assessments are in compliance with all applicable laws; and

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WHEREAS, SBCOG requests that the Auditor-Controller of the County enter those special assessments identified in Exhibit A on the tax roll for collection by the Auditor-Controller for the 2026-27 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. SBCOG orders the levy and collection of such special assessments identified on Exhibit A within the jurisdictional boundaries of each Participating Party within the County for the 2026-27 fiscal year, and in each subsequent fiscal year in which the charges may validly be levied; that a copy of this resolution shall be delivered to the Auditor Controller of the County for placement of such assessments on the 2026-27 Tax Roll of the County, and in each subsequent fiscal year in which the charges may validly be levied.

Section 3. The special assessments are in compliance with all applicable laws and are exempt from the provisions of Proposition 218.

Section 4. In the event of delinquencies, SBCOG will pursue the removal of the delinquent special taxes from the delinquent secured tax roll in accordance with the provisions of the Master Indenture.

Section 5. The Deputy Executive Director – Operations and Capital Delivery ("Deputy"), the Chief Financial Officer or any designee of the Deputy (each, an "Authorized Representative"), is hereby authorized and directed to take any other actions in the judgment of the Deputy or such Authorized Representative necessary to place the special assessments on the 2026-27 Tax Roll of the County, including, but not limited to making additions, deletions and modifications to Exhibit A attached hereto.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Council of Governments held on July 1, 2026.

_____
Joe Baca, Jr., Board President
San Bernardino Council of Governments

ATTEST:

_____
Marleana Roman, Clerk of the Board
San Bernardino Council of Governments

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Attachment: SBCOG 2027 Authorizing the Placement of Assessments on the Tax Roll in San Bernardino County (12651 : Resolution 26-013

EXHIBIT “A”

To be added upon execution of agreement.

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Attachment: SBCOG 2027 Authorizing the Placement of Assessments on the Tax Roll in San Bernardino County (12651 : Resolution 26-013

SAN BERNARDINO COUNTY

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR PLACEMENT AND COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2026-27 TO FISCAL YEAR 20 26-27

THIS AGREEMENT is made and entered into this Select day of Select, 20___, by and between SAN BERNARDINO COUNTY, hereinafter referred to as "County" and the San Bernardino Council of Gover, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800, together with applicable provisions of the Revenue and Taxation Code and other applicable law, authorize the County to place, bill, collect, correct, and apportion special taxes, fees, and assessments for any city, school district, special district, zone or improvement district on the secured or unsecured tax roll, and to recover its full costs of placement, administration, and collection; and

WHEREAS, the District and County have determined that it is in the public interest for the County, upon request of the District, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law.

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

1. County agrees, upon request of the District and as provided herein, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law, including those levied by any zone or improvement district of the District.

2. When the County is to place and collect District's special taxes, fees, and assessments, the District shall submit all required assessment data electronically through the County's Direct Charge Portal no later than August 10 of each fiscal year, or such earlier deadline as may be established by the Auditor-Controller/Treasurer/Tax Collector to meet roll preparation timelines. Submissions shall include the Assessor's Parcel Numbers, levy amounts, certification of accuracy and legal authority, and any additional data elements or supporting documentation reasonably required by the Auditor-Controller/Treasurer/Tax Collector for placement, billing, collection, correction, reporting, compliance verification, or audit purposes. The County may reject incomplete, inaccurate, or untimely submissions.

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Attachment: 26-1003474 (12651 : Resolution 26-013 Authorizing Placement of Assessments on the Tax Roll Related to the PACE Program)

3. The County may charge the District fees necessary to recover its costs of placement, administration, billing, collection, reporting, correction processing, and related services in connection with the District's special taxes, fees, and assessments, as established by the County's Board-adopted fee schedule. Such fees may include per-parcel charges and other administrative fees as applicable. The County may deduct applicable fees from amounts collected and distributed on behalf of the District at the first apportionment of the fiscal year, or at such other time as administratively determined by the Auditor-Controller/Treasurer/Tax Collector.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all applicable constitutional and statutory requirements including but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218), and that the District has taken all actions required by law to validly impose and collect such charges. The District acknowledges that the County does not review or determine the legality of such charges.

5. District hereby releases and forever discharges the County and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, or judgments arising out of or related to the District's establishment, imposition, administration, or legality of any special tax, fee or assessment submitted under this Agreement, including the District's implementation of collection thereof, any challenge to the legality or priority of such charges, or any errors in data submitted by the District.

6. The County Auditor-Controller/Treasurer/Tax Collector has not determined the legality or validity of any special taxes, fees, or assessments placed, billed, corrected, collected, or otherwise administered pursuant to this Agreement, and the District assumes full responsibility for determining the legality and validity of such charges. The District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers ("indemnified parties") from and against any and all claims, actions, losses, damages, liabilities, judgements, and expenses, including attorneys' fees, arising out of or related to this Agreement or the establishment, imposition, placement, billing, collection, correction, administration, legality, or priority of such charges pursuant to this Agreement, except where such indemnification is prohibited by law. The District's duty to defend is immediate upon tender by the County and is independent of the District's duty to indemnify.

If any judgment is entered against the County or any indemnified party, or if any settlement is paid as a result of actions taken to implement this Agreement, the District agrees that County may offset such amounts from any monies collected by the County on behalf of

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Attachment: 26-1003474 (12651 : Resolution 26-013 Authorizing Placement of Assessments on the Tax Roll Related to the PACE Program)

the District, including property taxes, special taxes, fees, or assessments. The County may, but is not required to, notify the District prior to implementing such offset.

The District's obligations under this section shall survive termination or expiration of this Agreement.

7. In order to promote and maintain efficient property tax administration, the District agrees as follows:

(a) The District shall respond to taxpayer inquiries regarding its special taxes, fees, or assessments in a timely and informed manner and shall not refer such inquiries to County officers, agents, or employees, including requests related to the removal or correction of charges.

(b) The District shall publish and maintain current, accurate, and responsive contact information, including a working telephone number and/or email address, for public inquiries regarding such charges, and shall ensure that personnel responsible for responding to such inquiries are knowledgeable about the charges.

(c) The District shall comply with all administrative procedures established by the County, including timely submission of required certifications, supporting documentation, and assessment data in the format prescribed by the County, and shall submit all requests for removal or correction of charges in writing.

8. The District may utilize third-party consultants or agents in connection with the preparation or administration of its special taxes, fees, or assessments; however, the District shall remain solely responsible for compliance with this Agreement. Prior to permitting any consultant or agent to submit information or communicate with the County regarding such charges, the District shall provide written authorization on the District's official letterhead identifying the consultant and the scope of its authority. The County shall have no contractual relationship with any such consultant, and the use of a consultant shall not relieve the District of its obligations under this Agreement.

9. The District shall not assign or transfer this Agreement or any interest herein, without prior written consent of the County. Any attempted assignment or transfer without such consent shall be void and may result in termination of this Agreement at the County's discretion.

10. This Agreement supersedes and replaces all prior agreements between the County and the District pertaining to the placement or collection of special taxes, fees, or assessments. This Agreement shall become effective on 07/01/2026 **("Effective Date")** and shall remain in effect through 06/30/2027 **("End Date")**, as designated by the District and acknowledged by the County; provided, however, that the End Date shall not

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Attachment: 26-1003474 (12651 : Resolution 26-013 Authorizing Placement of Assessments on the Tax Roll Related to the PACE Program)

exceed five (5) years from the Effective Date, unless terminated earlier as provided herein. The District's failure to submit charges in any fiscal year shall not terminate this Agreement; however, no special taxes, fees, or assessments shall be placed unless timely submitted in accordance with this Agreement.

11. Either party may terminate this Agreement upon 30 days' written notice to the other party. Termination shall not affect the validity or collection of any special taxes, fees, or assessments previously placed on the tax roll. Any corrections, removals, or refunds resulting from termination shall be processed in accordance with applicable law, and all associated costs shall be the responsibility of the District. Termination shall not affect the District's obligation to indemnify the County or to pay any outstanding fees or costs incurred prior to termination. The County Auditor-Controller/Treasurer/Tax Collector, or designee, is authorized to exercise County's right and authority under this Agreement including the right to terminate.

12. The County's waiver of any breach of a term, covenant, or other provision of this Agreement, shall not be deemed a waiver of any other breach, or any subsequent breach of the same term, covenant or provision.

13. Each person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the party for whom they sign. The District shall provide documentation evidencing the signatory's authority upon request by the County.

14. This Agreement shall be governed by and subject to all applicable federal, state, and local laws, regulations, and County policies in effect during its term. The District agrees to comply with any changes to such laws, regulations, policies, or administrative procedures that apply to the placement, billing, collection, correction, or administration of charges under this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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Attachment: 26-1003474 (12651 : Resolution 26-013 Authorizing Placement of Assessments on the Tax Roll Related to the PACE Program)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

District: San Bernardino Council of C

By: _____

Printed Name: Joe Baca, Jr.

Position: Board President

Date: _____

ENSEN MASON CPA, CFA
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: _____

Title: _____

Date: _____

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Attachment: 26-1003474 (12651 : Resolution 26-013 Authorizing Placement of Assessments on the Tax Roll Related to the PACE Program)

Minute Action

AGENDA ITEM: 8

Date: July 1, 2026

Subject:
Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report

Recommendation:
Receive the Fiscal Year 2025/2026 Budget Action Plan – Fourth Quarter Report.

Background:
The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2025/2026 Budget Action Plan (BAP) establish the Board of Directors (Board) priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The Executive Director or her designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

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

Reviewed By:
This item was received by the General Policy Committee on June 10, 2026.

Responsible Staff:
Carrie Schindler, Executive Director

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

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

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Initiative #1: Transparent and Accountable Allocation Strategies

Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients

	Action Plan	Milestones	Milestone Status	Responsibility
1A	Complete annual audits.	Q2	Completed	Finance
	Inform Committees and Board of status of audits.	Q3	Completed	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Release request for proposals for audit services - Q4	On schedule. Anticipate contract award July 2026 Board of Directors Meeting.	Fund Administration
	Notes			

Division Strategy: Use strategic programming to ensure that no funds are lost

	Action Plan	Milestones	Milestone Status	Responsibility
1B	Manage projects to ensure funds are not lost.	Request allocation of State Transportation Improvement Program (STIP) funds for I-10 Contract 2B - Q2	The allocation request was approved by the CTC at its January 2026 meeting.	Fund Administration
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on National Trails Highway Bridges Phase 1 if project will not be ready for construction - Q3	Programming milestones have been updated and included in the draft 2026 STIP submitted to the CTC for approval. Approval is anticipated at the March 2026 CTC meeting.	
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on State Route 62 Phase 2B if project will not be ready for construction - Q3	Staff is participating in project meetings with the City of Twentynine Palms and Caltrans. Currently on pace to advertise for CON Q4 2026.	
		Request reprogramming of Fiscal Year 2026/2027 STIP funds on ZEMU purchases if a full funding plan has not been developed - Q3	Staff will continue to monitor viability of full funding plan during 2026 STIP adoption cycle.	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2026/2027 - Q4	The allocation request will be submitted for the June 2026 CTC meeting.	
		Submit application for programming of Fiscal Year 2026/2027 Local Partnership Program - Formula funds for Phase 3 of the National Trails Highway Bridges project - Q4	Because of delays to the estimated approval timeframe of the environmental document for Phase 3, staff will submit an application for programming in Fiscal Year 2027/2028 by Q4.	
		Develop alternative funding strategy for Baker Bridge construction and National Trails Highway Bridges Phases 1 and 2 if Federal highway sanctions are in place and/or Federal funds for construction will not be obligated by September 2026 - Q4	Baker Bridge is fully funded and will be obligated by September 2026. National Trails Highway Bridges Phases 1 and 2 will likely not meet the September 2026 funding deadline because of environmental delays. SCAG has confirmed that the funds will remain available for the projects after September 2026.	
	Notes			

Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

	Action Plan	Milestones	Milestone Status	Responsibility
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Award contract for Air Quality Consultant to remain eligible for Federal Congestion Mitigation and Air Quality Improvement funding - Q1	Completed. The contract for the Air Quality Consultant was awarded to ESA by REDA on 10/2/25.	Fund Administration
		Nominate projects to SCAG for programming of Federal formula funds in accordance with the Project Prioritization Framework adopted by the Board in March 2025 - Q1	SCAG approved $68.8M CMAQ and $78.4M STBG funds for projects submitted by SBCTA at its December 2025 Regional Council Meeting.	Fund Administration, Project Delivery, Transit
		Nominate projects to the California State Transportation Agency for programming of the remainder of Senate Bill 125 Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program funds - Q4	Staff submitted the third allocation request package in September 2025. Funds from the second allocation request package, submitted in March 2025, were approved in July 2025 and received in November 2025. Fund Administration presented an item to Transit Committee in February 2026 to apportion the available Fiscal Year 2025/2026 Year 3 TIRCP funds. Transit staff will be taking an item to Transit Committee in Q4 2026 to allocate Years 2 and 3 of TIRCP to the transit operators. Year 3 ZETCP is not currently in the State's budget for FY 26/27 and will need to be monitored.	Funds Administration, Transit
		Participate in development of the 2026 STIP Guidelines to seek to align STIP programming with the 2025 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2026 STIP – Q3	The STIP programming was approved by the Board October 2025 and is scheduled for approval by the CTC in March 2026.	Fund Administration
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1D	Establish plan for the 2025 sales tax revenue bond program.	Update bond model with most current revenue and cost projections to prepare for 2025 sales tax revenue bond program - Q1	The bonding schedule was delayed to align with the anticipated bid opening dates for I-10/Mt Vernon and I-10 Contract 2A. The bond model was updated in Q2.	Fund Administration
		Work with Finance Department and financial consultant to optimize bond model based on bids received for the I-10/Mt Vernon Interchange and I-10 Contract 2A and the current cost estimate for I-10 Contract 2B for the 2025 sales tax revenue bond program - Q2	The 2026 Sales Tax Revenue Bonds were issued in January 2026.	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the county				
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Facilitate Mountain/Desert Subarea meetings for project identification, prioritization, and allocations for the 2026 Update to the 10-Year Delivery Plan, and present Mountain/Desert Subarea representatives' recommendations to the Mountain/Desert Policy Committee and Board for approval - Q4	2026 Update to the 10-Year Delivery Plan began in January 2026. Staff will initiate outreach to Mountain/Desert Subarea representatives at beginning of Q4 and anticipates presenting Subarea representatives' recommendations to MDC in FY26/27 Q1.	Fund Administration
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Meet with Executive Board officers and certified public accountant (CPA) firm to cover audit process and timing.	Q4	Met in July to discuss the audit process and timing for the Fiscal Year 2025 audit. This process will be moved to Q1 of each year.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the annual financial report.	Q3	Completed application in December, pending results.	Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete agreed upon procedures for Measure I programs.	Q2	CTO executed. Procedures in process.	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	Q1	Completed July 2025. Award confirmed in August 2025.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment.	Q4	Completed	Finance
	Notes			

Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Implement the Records Retention Schedule				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Completed	Executive Administration and Support, Management Services
		Automate retention to remaining libraries in Laserfiche - Q4	Delayed. Consultant and IT troubleshooting retention automation module.	
		Automate retention to four department sites in SharePoint-Q4	Delayed. Microsoft and IT troubleshooting retention automation module.	
	Notes			
	Q1 - Destroyed 159 boxes, 52 paper files and 22 electronic files. Q3 - Destroyed 16 boxes and 849 electronic records. Automation in repositories not working properly. Will be resolved with Office 365 implementation. For now, manually implementing retention in Laserfiche.			
Division Strategy: Streamline Agency Operations				
2G	Action Plan	Milestones	Milestone Status	Responsibility
	Update procurement templates.	Q4	On schedule	Procurement, General Counsel
	Begin implementation of new enterprise resource system (accounting system).	Q1	On schedule. 8/7/2025 kickoff with initial implementation discussions with vendor ongoing.	Finance, Project Delivery, Management Services
	Implement Microsoft 365 foundation.	Q4	On schedule. Contract award at January Board.	Management Services
	Notes			
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Implement the 5 year SBCOG Work Plan.	Award consultant contract for program management - Q2	On schedule. Contract was approved, kick off took place, and now CTOs are routing for approval to implement programs not already underway.	COG, General Counsel
		Complete Street Vendor Toolkit - Q4	On schedule	
		Initiate Small Business Projects - Q3	On schedule	
		Initiate Speaker Series - Q2	On schedule	
	Initiate the Homeless Strategic Plan.	Establish Advisory Committee - Q2	On schedule	
		Execute consultant contract - Q2	Contract executed, Notice to proceed by end of November.	
	Establish the Housing Trust Joint Powers Authority (JPA).	Execute JPA - Q2	Delayed to Q3. Completed.	
		Approve Housing Trust Administrative Plan - Q3	Delayed to Q1 FY 26/27.	
	Smart County Master Plan, Amendment No. 1	Initiate planning for CAD-to-CAD with County Fire - Q1	On schedule	
	Continue coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Final agreements for the Rancho Cucamonga station are scheduled to be completed in Q1 FY26/27, with the start of the escrow process in Q2 FY26/27.	Transit
	Notes			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG				
	Action Plan	Milestones	Milestone Status	Responsibility
3B	Plan annual City/County Conference.	In person conference set for Spring 2026	Completed	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bi-monthly meetings	Continuous	
	Notes			
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
	Action Plan	Milestones	Milestone Status	Responsibility
3C	Host grant workshop.	Q4	Completed	COG
	Communicate grant opportunities to member agencies.	Implement Grant Framework - Q1	Completed. Framework has been implemented, webinar was conducted with member agencies, and the new grants landing page is live.	
		Continue to provide updates to member agencies on new grant opportunities - Ongoing	Ongoing	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
	Action Plan	Milestones	Milestone Status	Responsibility
3D	Work with local agencies with implementation of Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Ongoing	Working with WattEV on SB 1 grant opportunity in Victorville. Sustainable Infrastructure Prioritization & Methodology is being drafted jointly with COG.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Ongoing	Update on I-REN was provided at General Policy Committee in February. Currently 23 San Bernardino County agencies (cities and other public agencies) are at the Initial Measures List (IML) stage and beyond as of the end of Q3 and share a combined 40 identified projects working within the I-REN process.	
	Notes			
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Support Delivery the West Valley Connector Phase I				
	Action Plan	Milestones	Milestone Status	Responsibility
4A	Complete Stage 3 (South Side of Holt Blvd).	Q1	Delayed to Q4.	Transit
	Notes			
	Contractor is currently working on stage 3, and completion has been pushed out to Q4.			

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Produce Zero Emission Multiple Unit				
	Action Plan	Milestones	Milestone Status	Responsibility
4B	Start revenue service using ZEMU.	Q1	Completed. Start of revenue service operations on 9/13/2025.	Transit
	Complete construction of hydrogen fuel station.	Q4	Delayed to Q3 of FY 26/27	
	Complete construction of maintenance facility retrofit.	Q1	Delayed to Q3. Completed.	
	Notes			
	Completion of the maintenance facility retrofit project is scheduled to be completed in March 2026.			

Division Strategy: ONT Connector				
	Action Plan	Milestones	Milestone Status	Responsibility
4C	Award design-build contract.	Q2	See note. (Project Canceled)	Transit
	Apply for Transit and Intercity Rail Program Grant.	Q2	See note. (Project Canceled)	
	Submit FTA New Starts Rating Package.	Q4	See note. (Project Canceled)	
	Notes			
	The design-build proposals were received in late September but the price proposals exceeded the previous estimates and the Board approved canceling the project at the December Board meeting.			

Division Strategy: Delivery of Capital Projects - Environmental Reports Milestones (Highway/Roadway):				
	Action Plan	Milestones	Milestone Status	Responsibility
4D	SR 62 Sage to Airway	Start Environmental - Q1	Delayed to Q2 FY 26/27 due to Caltrans delay of PID cooperative agreement.	Project Delivery
	SR 18 - US 395 to LA County Line	Start Environmental - Q1	Completed	
	I-15 Cajon Pass Truck Climbing Lane	Start Environmental - Q2	Completed	
	Notes			

Division Strategy: Delivery of Capital Projects - Construction Milestones (Highway/Roadway):				
	Action Plan	Milestones	Milestone Status	Responsibility
4E	I-10 Mount Vernon Avenue	Start Construction - Q2	Completed	Project Delivery
	I-215 Bi-County/Segment 5 Landscaping	Start Construction - Q3	Completed	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q2	Completed	
	I-10 Cedar Avenue	Complete for Beneficial Use - Q4	Delayed to Q1 of 2030 due to railroad work window delays.	
	Notes			

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Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

	Division Strategy: Delivery of Express Lanes Projects			
	Action Plan	Milestones	Milestone Status	Responsibility
4F	I-10 Corridor Freight and Express Lanes Project Contract 2A	Start Construction - Q3	Completed	Project Delivery, Express Lanes
	I-10 Corridor Freight and Express Lanes Project Contract 2B	Start Construction - Q1 FY 26/27	On schedule, contract award July 2026.	
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Construction - 40% Complete Q4	On schedule	
	Notes			

	Division Strategy: Support Delivery of Gold Line (GL)			
	Action Plan	Milestones	Milestone Status	Responsibility
4G	Monitor SBCTA funding gap and LA Metro funding commitment to build to the County line.	To be determined, depends on GL Authority (GLA) securing funding	See note.	Transit
	Present Funding Agreement and Operations and Maintenance Agreement to SBCTA Board.	To be determined, depends on GLA securing funding	See note.	
	Notes			
	At the September Board meeting, the Board approved removing funding from the Gold Line to Montclair Project and moving the funds to study opportunities to expand Metrolink service in the same corridor. At the January Board meeting, the Board approved moving the remaining funding to the Enhanced Metrolink Service Project.			

Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

	Division Strategy: Conduct regional forums to discuss issues of importance across our region			
	Action Plan	Milestones	Milestone Status	Responsibility
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Ongoing	No changes	Legislative/Public Affairs
	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Ongoing	No changes	
	Notes			

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Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Operate and Maintain SB Express Lanes				
5B	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Corridor Freight and Express Lanes Project (Contract 1) Operations and Maintenance.	Ongoing	No changes	Express Lanes
	Optimize Express Lanes Operations and Maintenance through technology and process innovations.	Ongoing	No changes	
	Occupancy Detection System Pilot	Q4	On schedule	
	Enhance traveler information dissemination related to Express Lanes usage.	Ongoing	No changes	
	Manage SB Express Lanes Walk-In Center and sbexpresslanes.com website.	Ongoing	No changes	
	Improve sbexpresslanes.com "Pay Online" user experience and notifications.	Q2	Completed	
	Explore incentive options on SB Express lanes for transit users.	Q4	Completed	
	Monitor SB Express Lanes customer satisfaction and enhance customer experience.	Ongoing	No changes	
	Notes			
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system. Annual state of transportation event; monthly blog series "Measure I (Impact)".	Ongoing	Measure I education initiative included presentations to all 24 city and town councils, new collateral materials, and ad campaign to highlight the benefits of Measure I.	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services. Employee spotlight blog series.	Ongoing	Paused employee spotlight blog series to recalibrate.	Legislative/Public Affairs
	Market SB Express Lanes, promote FasTrak account opening and Low income and Disabled Veteran Program.	Ongoing	Developing new task order to sustain ongoing marketing efforts over the next two years.	Legislative/Public Affairs, Express Lanes
	Notes			
Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence by providing project updates, alerts, and information.	Ongoing	Measure I education initiative includes transit education collateral.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing	No changes	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing	No changes	Legislative/Public Affairs, Fund Administration
	Notes			

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San Bernardino County Transportation Authority
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Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region. Provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing	Continued coordination with the Transit and Public Affairs Department.	Legislative/Public Affairs, Transit
	Notes			
Initiative #7: Long Range Strategic Planning				
Division Strategy: Develop regional and county-level transportation strategies				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare for the 2028 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Work with SCAG to establish project schedule - Q2	Completed	Planning, Fund Administration
		Begin setting up San Bernardino County Growth Projection Model - Q3	Delayed, waiting on data from SCAG	
	Notes			
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Continued discussions in Q3 for how Strategic Plan could change with a new Measure I 3.0.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/geographic information system (GIS).	Ongoing	Submitted Caltrans CSIS Round 3 intake forms for SB 1 TCEP - Cajon Pass Truck Climbing Lane Extension and SR 18. Submission of ONT Connector intake form was withdrawn due to cancellation of project.	Planning
	Update and maintain SBTAM "Plus" modeling system.	Ongoing	Responded to model requests.	
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Continued work in Q4 on dashboard to support interdepartmental needs, especially on project status.	
	Notes			
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	State Route 247/62 Emergency Bypass Lane Study.	Complete Phase 1 - I-15 Alternate Route Strategy - Q1	Completed	Planning
		Complete Phase 2 - Identify geometric/operational improvements on SR 247, 62, and other key alternate routes to I-15 - Q4	On schedule. Key bottlenecks identified for further analysis. First draft if report prepared in Q3,	
	Notes			

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San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications

Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines

	Action Plan	Milestones	Milestone Status	Responsibility
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Submitted comments to SCAG on SB 375 modernization.	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, TIRCP, etc.), federal (e.g. RAISE, BUILD, etc.) and other funding.	Ongoing	Prepared SB 1 Caltrans Program Fit and CSIS Intake Forms for partnerships on I-15 Truck Climbing Lane Extension and SR 18 Freight and Safety Project for TCEP. Submitted BUILD grant on Route 66 Bridges.	Planning, Fund Administration
	Notes			

Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies

	Action Plan	Milestones	Milestone Status	Responsibility
8B	Implementation of SBCTA Regional Vehicle Miles Traveled (VMT) Mitigation Bank -Regional Early Action Planning (REAP) 2.0 Funded Program.	VMT App Development and Testing - Q2	Completed	Planning
		VMT Mitigation Bank Pilot Program Recruitment and Implementation Plan - Q2	Completed	
		VMT Bank Pilot Program Launch - Q3	Completed. Beginning of full pilot delayed to Q4 to ensure sufficient in-house beta testing by SBCTA staff.	
	Conduct Caltrans Emergency Evacuation Network Resilience Study (EENR).	Complete SB 99 and AB 747 Compliance Assessments - Q2	Completed in Q1.	
		Complete EENR Report - Q4	Completed	
	Countywide Evacuation and Resiliency Center Design (ERCD) Study.	Begin Study - Q1	On schedule, under contract and project was passed to COG for management.	
	Regional GHG Reduction Plan Implementation through EPA Climate Pollution Reduction Grant (CPRG) Program.	Final Draft - Q2	Completed	
	Assist local agencies with housing initiatives under REAP 2.0. - County Transportation Commission Partnership Program.	Final PS&E Packet - Q4	On schedule, with extension authorized from SCAG for several projects through December 2026.	
	Notes			

Division Strategy: Prepare effective active transportation plans

	Action Plan	Milestones	Milestone Status	Responsibility
8C	Implement Safe Routes to School Program (with SBCSS and the County DPH).	Complete Programs - Q2	On schedule. Additional funding is available for outreach to selected schools in Q3 and Q4.	Planning
	Implementation of Active Transportation Projects on the priority list.	Ongoing	On schedule. Project Delivery is proceeding with work on Redland/Highland Connector.	
	Manage Transit Development Act (TDA) Article 3 bike/pedestrian project invoicing.	Call for Projects - Q1	Completed. TDA Article 3 project recommendations approved by Board in Q2.	
	Notes			

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Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

San Bernardino County Transportation Authority
Fiscal Year 2025/2026 Budget Action Plan

Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
	Action Plan	Milestones	Milestone Status	Responsibility
8D	Manage the Southern California 511 (SoCal 511) program with other County Commissions.	Ongoing	Continuing 511 services. Completed draft report on potential sites for targeted remote connectivity in Q2 and following up with cell service providers and San Bernardino National Forest management.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) to improve traffic safety, reduce congestion and traffic delays.	Present annual report to Board - Q4	On schedule	
	Notes			
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion				
	Action Plan	Milestones	Milestone Status	Responsibility
8E	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA, to implement key activities identified in Short-Range Transit Plans based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing	Transit, Planning
	Notes			
Division Strategy: Ensure SBCTA/SBCOG Engagement Framework goals met for internal structure and policies				
	Action Plan	Milestones	Milestone Status	Responsibility
9A	Complete SBCTA/SBCOG Engagement Framework.	Q1	Completed	COG
	Notes			

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Attachment: BAP Q4 (12681 : Fiscal Year 2025/2026 Budget Action Plan - Fourth Quarter Report)

Minute Action

AGENDA ITEM: 9

Date: July 1, 2026

Subject:
State Route 60 Central Avenue Interchange - Contingency Increase for Contract No. 24-1003176

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

Approve an increase to contingency for Contract No. 24-1003176 with Mariposa Landscapes, Inc., in the amount of $50,000 for a new total contingency amount of $110,000 and total allowance of $120,000.

Background:
On January 8, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 24-1003176 with Mariposa Landscapes, Inc., to Establish Existing Planting (EEP) for the landscaping on State Route 60 Central Avenue Interchange. Along with approval of the contract amount, the Board also approved a total allowance of $70,000 comprised of $60,000 of contingency and $10,000 of supplemental items for unanticipated items and any damage repairs needed during the EEP period. This contract is funded under a cooperative agreement between SBCTA and the City of Chino (City).

In late 2025, City staff raised concerns about rocks that were being used for landscaping along both on and off-ramps of the interchange, being potentially found on the ramp travel lanes. Staff consulted with project designers and have developed solutions to remedy the concern. In December 2025, the cooperative agreement between SBCTA and the City was amended and then executed by the City in February 2026 to address a claim received from the contractor for compensable contract time related to the construction of the interchange. SBCTA and City staff at that time agreed to add $50,000 to the agreement in order to implement solutions that will address the ongoing issue of rocks on the travel lanes at the ramps. Staff is recommending that the Board approve an increase to contingency for Contract No. 24-1003176 with Mariposa Landscapes, Inc., in the amount of $50,000 for a total new contingency amount of $110,000 and new total allowance amount of $120,000 to use to address errant rocks on the ramps.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027, and funded with Valley Interchange Measure I funds and City of Chino local funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub-Task 0893 SR 60 Central Avenue Interchange.

Reviewed By:
This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:
Pralisa Amatya, Construction Manager

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Contract Summary Sheet

General Contract Information

Contract No: 24-1003176 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 03540 Vendor Name: Mariposa Landscapes, Inc.

Description: SR-60 Central Avenue Interchange EEP Contract

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	752,930.00	Original Contingency	$	70,000.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	50,000.00
Total/Revised Contract Value	**$**	**752,930.00**	**Total Contingency Value**	**$**	**120,000.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**872,930.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12657

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

Local Landscape Maintenance Monthly

Accounts Payable

Estimated Start Date: 01/08/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: No Prevailing Wage: Yes

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 752,930.00	Total Contingency: $ 120,000.00
GL:	4120	40	0820	0893	53701	41100000	5	MSI Valley Interchange	310,207.16	49,440.00
GL:	6010	40	0820	0893	53701	42405002	5	City of Chino	442,722.84	70,560.00
GL:									-	-
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Pralisa Amatya
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 24-1003176 A1 (12657 : State Route 60 Central Avenue Interchange - Contingency Increase for Contract No. 24-1003176)

Minute Action

AGENDA ITEM: 10

Date: July 1, 2026

Subject:
Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 – Amendments to Contract No. 20-1002266 and Contract No. 22-1002757

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Amendment No. 2 to Contract No. 20-1002266 with Michael Baker International, Inc., to increase the contract amount by $1,475,885.02, for a new not-to-exceed total of $26,228,117.53, for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, to be funded by Measure I Valley Freeway Program funds; and to extend the contract expiration date to December 31, 2031.

B. Approve Amendment No. 2 to Contract No. 22-1002757 with TRC Engineers, Inc., for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1, to extend the contract expiration date to December 31, 2031.

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

In September 2020, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 20-1002266 with Michael Baker International, Inc. (MBI) for final design and construction support services for the Project. In June 2021, the Board approved Amendment No. 1 to the contract for additional design work and additional contract contingency for potential out-of-scope work.

In September 2022, the Board approved Contract No. 22-1002757 with TRC Engineers, Inc. (TRC) for construction management services for the Project. In February 2023, the Executive Director approved Amendment No. 1 to the contract to include back up calculation of fees in the approved cost proposal.

Both contracts need to be amended to extend their current expiration dates to December 31, 2031, to cover the full construction period, plant establishment, and project closeout. MBI has been providing construction support services for the Project, with the required level of effort exceeding original expectations due to several unanticipated needs. These include revisions to the trash capture devices in response to comments received from the California Department of Transportation (Caltrans) and Federal Highway Administration after the 100% Plans, Specifications and Estimates approval, updates to traffic handling plans, particularly regarding extended ramp closures proposed by the contractor; multiple reviews of structural shop drawings; ongoing coordination with Caltrans and the Brightline West team to resolve design and construction issues; coordination with Southern California Edison to finalize plans; and participation in coordination meetings related to the Interstate 10 (I-10)/I-15 falsework incident.

Based on current projections, an additional $1,475,885.02 is required for MBI to continue providing construction support services through completion.

Staff recommends approval of Amendment No. 2 to Contract No. 20-1002266 with MBI to increase the contract amount by $1,475,885.02, for a new not-to-exceed total of $26,228,117.53, and to extend the contract expiration date to December 31, 2031. Staff also recommends approval of Amendment No. 2 to Contract No. 22-1002757 with TRC, to extend the contract expiration date to December 31, 2031.

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 was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:
David Tan, Senior Project Manager

Contract Summary Sheet

General Contract Information

Contract No: 20-1002266 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03112 Vendor Name: Michael Baker International, Inc.

Description: Final Design Services for I-15 Corridor Freight and Express Lanes Project - Contract 1

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	21,319,091.00	Original Contingency	$	2,131,909.10
Prior Amendments	$	1,503,227.18	Prior Amendments	$	150,322.72
Prior Contingency Released	$	1,929,914.33	Prior Contingency Released (-)	$	(1,929,914.33)
Current Amendment	$	1,475,885.02	Current Amendment	$	-
Total/Revised Contract Value	**$**	**26,228,117.53**	**Total Contingency Value**	**$**	**352,317.49**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**26,580,435.02**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12661

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

Local Design N/A

Accounts Payable

Estimated Start Date: 09/02/2020 Expiration Date: 09/30/2026 Revised Expiration Date: 12/31/2031

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 26,228,117.53	Total Contingency: $ 352,317.49
GL:	4110	40	0820	0831	52005	41100000	630	MSI	26,228,117.53	352,317.49
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 20-1002266-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

AMENDMENT NO. 2 TO CONTRACT NO. 20-1002266

FOR

PLANS, SPECIFICATIONS & ESTIMATES FOR THE INTERSTATE 15 (I-15) EXPRESS LANES

(MICHAEL BAKER INTERNATIONAL, INC.)

This AMENDMENT No. 2 to Contract No. 20-1002266 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Michael Baker International, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS

A. SBCTA, under Contract No. 20-1002266 ("Contract"), engaged the services of CONSULTANT to provide professional services for preparation of plans, specifications, and estimates for the I-15 Express Lanes Corridor Contract 1 project ("Project"); and

B. In March 2021, a contingency amendment in the amount of $60,450.00 was approved, increasing the contract amount to $21,379,541.00; and

C. In June 2021, Amendment No. 1 was approved to increase the contract amount to $22,882,768.18 and to modify the insurance language; and

D. In January 2022, a contingency amendment in the amount of $103,463.17 was approved, increasing the contract amount to $22,986,231.35; and

E. In March 2022, a contingency amendment in the amount of $397,095.50 was approved, increasing the contract amount to $23,383,326.85; and

F. In December 2022, a contingency amendment in the amount of $332,620.26 was approved, increasing the contract amount to $23,715,947.11; and

G. In October 2023, a contingency amendment in the amount of $193,044.47 was approved, increasing the contract amount to $23,908,991.58; and

H. In February 2024, a contingency amendment in the amount of $74,155.26 was approved, increasing the contract amount to $23,983,146.84; and

I. In December 2025, a contingency amendment in the amount of $769,085.67 was approved, increasing the contract amount to $24,752,232.51; and

J. Parties desire to further amend the Contract to increase the Contract amount by $1,475,885.02, and to extend the Contract expiration date to December 31, 2031.

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

DRAFT

Attachment: 20-1002266-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

1. Section 4.1 is amended in its entirety to read as follows:

   "This Contract shall go into effect on September 2, 2020, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on December 31, 2031, unless extended by written amendment."

2. Section 5.2 is amended in its entirety to read as follows:

   "5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of $985,135.70 for Segment A and $145,790 for Segment B. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by Contract amendment."

3. Section 5.9 is amended in its entirety to read as follows:

   "5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed $26,228,117.53."

4. Exhibit B, the "Approved Cost Proposal", of the Contract is hereby amended to include the costs and fees as shown in "Exhibit B.1" attached to this Amendment No. 2, which is incorporated herein by reference. The additional costs and fees are in addition to any compensation identified in the original Contract Cost Proposal.

5. The Recitals set forth above are incorporated herein by this reference.

6. Except as amended by this Amendment No. 2, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect.

7. This Amendment No. 2 is effective on the date executed by SBCTA.

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

DRAFT

Attachment: 20-1002266-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

IN WITNESS WHEREOF, the authorized parties have signed below.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Christopher Alberts
Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Joe Baca, Jr.
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 20-1002266-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

SUMMARY OF EXHIBIT "B.1"

FIRM	PROJECT TASKS/ROLE
Prime Consultant:	
Michael Baker International, Inc.	Plans, Specifications & Estimate Design Services

TASK NUMBER	TASK DESCRIPTION	COST
Task 1	Construction Engineering - Technical Support	$ 1,475,885.02
Task 2		
Task 3		
Task 4		
Task 5		
	SUBTOTAL	1,475,885.02
	OTHER DIRECT COSTS	
	TOTAL COSTS	$ 1,475,885.02

DRAFT

Attachment: 20-1002266-02 Exhibit B.1 Compensation Summary - PRINT WITH AGENDA (12661 : I-15 Corridor Freight and Express Lanes

Contract Summary Sheet

General Contract Information

Contract No: 22-1002757 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03778 Vendor Name: TRC Engineers, Inc.

Description: CM Services for I-15 Corridor Freight and Express Lanes Project - Contract 1

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	29,538,703.11	Original Contingency	$	2,953,870.31
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**29,538,703.11**	**Total Contingency Value**	**$**	**2,953,870.31**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**32,492,573.42**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12661

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

Local Construction Management N/A

Accounts Payable

Estimated Start Date: 10/07/2022 Expiration Date: 12/31/2026 Revised Expiration Date: 12/31/2031

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 29,538,703.11	Total Contingency: $ 2,953,870.31
GL:	4110	40	0820	0831	53702	41100000	650	MSI	29,538,703.11	2,953,870.31
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-
GL:									-	-

David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes: Time extension amendment only

Attachment: CSS 22-1002757-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

AMENDMENT NO. 2 TO CONTRACT NO. 22-1002757

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

(TRC ENGINEERS, INC.)

This AMENDMENT No. 2 to Contract No. 22-1002757 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and TRC Engineers, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS

A. SBCTA, under Contract No. 22-1002757 ("Contract"), engaged the services of CONSULTANT to provide Construction Management Services for the I-15 Corridor Freight and Express Lanes Project – Contract 1 ("Project").

B. In February 2023, Amendment No. 1 was approved to replace Exhibit B "Approved Cost Proposal" of the Contract.

C. Parties desire to further amend the Contract to extend the Contract expiration date to December 31, 2031.

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

1. Section 4.1 is amended in its entirety to read as follows:

   "Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Manager. The Contract shall end on December 31, 2031, unless extended by written amendment."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 2, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect.

4. This Amendment No. 2 is effective on the date executed by SBCTA.

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

DRAFT

Attachment: 22-1002757-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

IN WITNESS WHEREOF, the authorized parties have signed below.

TRC ENGINEERS, INC.

By: _____
Lincoln Leaman
Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 22-1002757-02 (12661 : I-15 Corridor Freight and Express Lanes Project Contract 1 - Amendments to MBI and TRC Contracts)

Minute Action

AGENDA ITEM: 11

Date: July 1, 2026

Subject:
Progress Briefing Report through March 2026

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

Background:
The Major Projects Status Report for the period through March 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 215 (I-215) Bi-County/Segment 5 Landscape Project:

The I-215 Bi-County/Segment-5 Landscape Project is a follow-on Project to the I-215 Widening Project and part of the San Bernardino Valley Freeway Projects Program. The Project will provide California drought tolerant planting with wood and gravel mulch combined with rock boulders and efficient irrigation.

The Project received Right-of-Way Certification on June 18, 2025, followed by Plan, Specifications, and Estimates (PS&E) approval on June 30, 2025, from the California Department of Transportation (Caltrans) District 8.

Federal Authorization to Proceed (E-76) was issued on August 5, 2025, and on September 3, 2025, SBCTA released an Invitation for Bids (IFB).

On December 3, 2025, the SBCTA Board of Directors (Board) awarded the landscape construction contract to Marina Landscape, Incorporated. Construction activities began in January 2026, and the project is anticipated to be completed in December 2026 with a 1-year Plant Establishment period beginning in January 2027.

A Public Outreach program is in place and is being maintained during the construction period. This $16,480,000 project is funded by a combination of Federal, State, and Measure I funds.

2. Interstate 10 (I-10) Contract 1 Landscape Project:

The I-10 Contract 1 Landscape Project is a follow-on Project to the I-10 Contract 1 Express Lanes Project and part of the San Bernardino Valley Freeway Projects Program. The Project will provide California drought tolerant planting with wood and gravel mulch combined with rock boulders and efficient irrigation.

Due to issues with the I-10 Contract 1 Express Lanes contractor, and to meet the scope and environmental requirements of the project, the SBCTA Board approved and procured a separate landscape design contract. In June 2023, the Board awarded the design contract for the landscape component.

On December 4, 2024, the Board awarded a Contract Task Order for Construction Management Services for the Project. The Project received Caltrans PS&E approval on October 30, 2025, and SBCTA released an IFB on November 4, 2025.

On December 3, 2025, the SBCTA Board awarded the landscape construction contract to Diversified Landscape Company. Construction activities began in February 2026, and the project is anticipated to be completed in December 2027 with a 1-year Plant Establishment period beginning in January 2028.

A Public Outreach program is in place and is being maintained during the landscape construction period. This $21,495,000 project is funded by Measure I funds.

3. Highland/Redlands Regional Gap Connector Project:

On March 1, 2023, the SBCTA Board approved funding and splitting the Highland/Redlands Regional Gap Connector Project into three separate projects including: North, Gap, and South. The City of Highland has completed the North Project and the City of Redlands has completed the South Project. Both Highland and Redlands have agreed for SBCTA to take the lead on the construction phase of the gap portion.

The Highland/Redlands Regional Gap Connector Project (Project) is a cooperative effort between the City of Highland, City of Redlands, SBCTA, and Caltrans to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to the City of Redlands. These improvements would directly benefit students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS, located in the City of Redlands, with an attendance area boundary map almost entirely in the City of Highland.

The cooperative agreement with the City of Highland was executed on April 8, 2026, and the cooperative agreement with the City of Redlands was executed on June 3, 2026.

On February 27, 2026, the California Department of Fish and Wildlife issue an Incidental Take Permit for two California Endangered Species, the San Bernardino Kangaroo Rat and the Santa Ana River Wollystar and on March 12, 2026, Caltrans approved the Environmental Revalidation for the Project.

The City of Highland, serving as the design lead, approved the design firm in March 2026, and design is expected to be completed by July 2026. SBCTA's Board previously delegated authority to the Executive Director in January 2026 to award the Construction Management Services contract and will be officially awarded after both cooperative agreements with the cities are executed. The construction contract award remains on schedule for fall 2026.

The project continues to advance with strong financial support, including $3 million in Mobile Source Air Pollution Reduction Review Committee funding and $2 million in Community Project Funding through the 2026 Federal Appropriations process, enabling delivery of safer, more accessible multimodal facilities that support active transportation and reduce emissions in the region.

A Public Outreach program is in place and will be maintained during the construction period. This $9,000,000 project is funded by a combination of Federal, State, local, and Measure I funds.

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

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

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

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Minute Action

AGENDA ITEM: 12

Date: July 1, 2026

Subject:
MSRC Clean Transportation Funding CTC Partnership Program Contract No. 26-1003461 (MS27006) - Highland/Redlands Regional Gap Connector Project

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve and execute reimbursable Contract No. 26-1003461 (MS27006) between SBCTA and the South Coast Air Quality Management District in an amount of $3,000,000 in Mobile Source Air Pollution Reduction Review Committee (MSRC) funds for eligible project cost expenses associated with the Highland/Redlands Regional Gap Connector Project.

Background:
The Mobile Source Air Pollution Reduction Review Committee (MSRC) issued its Fiscal Year 2024/2025 Clean Transportation Funding™ Invitation to Negotiate (ITN), which provides each County Transportation Commission within the South Coast Air Basin with $4 million in funding allocations for eligible Transportation Demand Management and clean air projects.

As part of this program, San Bernardino County Transportation Authority (SBCTA) developed and submitted a priority project nomination list, which included a request for $3,000,000 to support the Highland/Redlands Regional Gap Connector Project.

The Highland/Redlands Regional Gap Connector Project addresses a key active-transportation infrastructure gap between the City of Highland and the City of Redlands, providing bicycle and pedestrian improvements along Orange Street and Boulder Avenue. These planned improvements will enhance access to schools, employment centers, parks, transit services, and the future Santa Ana River Trail. The project includes a combination of Class I and IV bikeways, enhanced pedestrian crossings, and supporting improvements intended to increase active transportation usage and reduce reliance on single-occupant vehicles.

The project aligns with SBCTA's regionally adopted Carbon Reduction Program (CRP) priorities and supports MSRC program objectives to reduce emissions by improving multimodal travel options and promoting non-motorized transportation.

On July 2, 2025, the SBCTA Board of Directors approved submittal of the Fiscal Year 2024/2025 MSRC Clean Transportation Funding project nomination list, including the $3,000,000 request for the Highland/Redlands Regional Gap Connector Project. SBCTA has now received confirmation of an MSRC funding award in the requested amount.

Upon execution of the funding agreement, reimbursement will be issued to SBCTA in accordance with the MSRC's cost schedule and program requirements. SBCTA will also be responsible for submitting quarterly reports to MSRC summarizing progress, project benefits, and outreach or ridership/improvement metrics, consistent with reporting expectations of prior MSRC contracts.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2026/2027 funded with SCAQMD/Mobile Source Review Committee funds for Active Transportation Program Projects in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Jeffery Hill, Assistant Project Delivery Manager

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 26-1003461 Amendment No.:

Contract Class: Receivable Department: Project Delivery

Customer ID: SCAQMD Customer Name: South Coast Air Quality Management District (SCAQMD)

Description: AB 2766/MSRC CLEAN TRANSPORTATION FUNDING PROGRAM GRANT AGREEMENT

List Any Accounts Payable 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: 07/01/2026 Board Item # 12667

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 3,000,000.00 Funding Agreement No: MS27006

Beginning POP Date: 07/01/2026 Ending POP Date: 08/01/2028 Final Billing Date: 12/01/2028

Expiration Date: 02/01/2029 Fund Admin: Yes

Parent Contract PM Description AB 2766/MSRC CLEAN TRANSPORTATION FUNDING PROGRAM GRANT AGRE

Z-Related Contracts

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2830	40	0870	8001	42214012	3,000,000.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Jeffery Hill
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: The term of this agreement is for thirty-one (31) months from the date of execution by both parties. No funds paid out until project is complete.

Attachment: CSS - Revised - 08-25-2022 10.11am (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-

Docusign Envelope ID: 25B766E1-14E3-81DF-834F-1210CD92ED5B

South Coast Air Quality Management District

Grant Agreement No. MS27006

Clean Transportation Funding from the MSRC

AB 2766/MSRC CLEAN TRANSPORTATION FUNDING
TRAFFIC DEMAND MANAGEMENT CTC PARTNERSHIP PROGRAM GRANT AGREEMENT

1. PARTIES

The parties to this Grant Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and San Bernardino County Transportation Authority (referred to here as "RECIPIENT") whose address is 1170 W 3rd Street, 2nd Floor, San Bernardino, California 92410.

2. RECITALS

A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State).

B. Under State Health & Safety Code Sections 44225, *et seq.* (AB 2766), SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee for the purpose of reducing air pollution from motor vehicles and to implement the California Clean Air Act. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.

C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.

D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Agreement with RECIPIENT for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Agreement.

E. RECIPIENT met the requirements for receipt of AB 2766 Discretionary Funds as set forth in RECIPIENT's Clean Transportation Funding Traffic Demand Management CTC Partnership Program Proposal dated August 2025 and was awarded a grant under the work program.

F. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.

G. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.

3. DMV FEES

RECIPIENT acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Agreement. RECIPIENT further acknowledges that payment under this Agreement is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION

A. RECIPIENT shall, at least once every two years, or within two years of the termination of the Agreement if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by RECIPIENT were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

Docusign Envelope ID: 25B766E1-14E3-81DF-834F-1210CD92ED5B

B. RECIPIENT agrees to maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of two years beyond the Agreement term, except that in no case shall RECIPIENT be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through RECIPIENT'S audit staff.

C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from RECIPIENT in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

5. TERM

The term of this Agreement is for thirty-one (31) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Agreement or the term is extended by amendment of this Agreement in writing. No work shall commence prior to the Agreement start date, except at RECIPIENT's cost and risk, and no charges are authorized until this Agreement is fully executed, subject to the provisions stated in the PRE-AGREEMENT COSTS clause of this Agreement.

6. SUCCESSORS-IN-INTEREST

This Agreement, and the obligations arising under the Agreement, shall be binding on and inure to the benefit of RECIPIENT and their executors, administrators, successors, and assigns.

7. REPORTING

RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

8. TERMINATION

A. In the event any party fails to comply with any term or condition of this Agreement or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Agreement. Notification shall be provided in the manner set forth in the NOTICES clause of this Agreement. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover damages.

B. SCAQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall use all reasonable efforts to mitigate its expenses and obligations. RECIPIENT will be paid in accordance with this Agreement for tasks performed and costs incurred that could not be mitigated before the effective date of termination.

C. RECIPIENT shall be paid in accordance with this Agreement for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Agreement. Before expiration of the thirty (30) days' written notice, RECIPIENT shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by RECIPIENT under this Agreement with the exception of a record copy of such materials, which may be retained by RECIPIENT.

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

Docusign Envelope ID: 25B766E1-14E3-81DF-834F-1210CD92ED5B

9. INSURANCE
   A. RECIPIENT shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Agreement.
   B. RECIPIENT shall furnish evidence to SCAQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Agreement. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
   C. RECIPIENT shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Agreement. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
   D. If RECIPIENT fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to RECIPIENT or terminate this Agreement for breach.
   E. For MSRC Contracts Administrator: All insurance certificates and other documents evidencing coverage shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**
   F. For Risk Management Department: All insurance certificates and other documents evidencing coverage shall be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov). **The SCAQMD Agreement Number must be included on the face of the certificate.**
   G. RECIPIENT must provide annual updates on the insurance coverage throughout the term of the Agreement to ensure that there is no break in coverage during the period of Agreement performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Agreement.

10. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its officers, its employees, contractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

11. PAYMENT
   A. SCAQMD shall reimburse RECIPIENT up to a total amount of Three Million Dollars ($3,000,000) in accordance with Attachment 2 - Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Agreement.
   B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, RECIPIENT's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

Docusign Envelope ID: 25B766E1-14E3-81DF-834F-1210CD92ED5B

during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

C. Any funds not expended upon early Agreement termination or Agreement completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to RECIPIENT within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by RECIPIENT.

D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, contractor, and other charges, as applicable, must be itemized by RECIPIENT. Reimbursement for equipment, material, supplies, contractor, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by RECIPIENT).
2. SCAQMD shall pay RECIPIENT for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Agreement or pre-authorized by SCAQMD in writing.
3. RECIPIENT's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided.
4. RECIPIENT must submit final invoice no later than ninety (90) days after the termination date of this Agreement or invoice may not be paid.

12. COMPLIANCE WITH APPLICABLE LAWS, LICENSES, PERMITS

RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement, including complying with all licensing and permitting requirements and obtaining all clearances from appropriate agencies applicable to the project. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.

13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

B. RECIPIENT has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

Docusign Envelope ID: 25B766E1-14E3-81DF-834F-1210CD92ED5B

of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. RECIPIENT would then receive the balance of the MSERCs not associated with AB 2766 funding.

14. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

RECIPIENT:
San Bernardino County Transportation Authority
1170 W 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Ginger Koblasz, email: gkoblasz@gosbcta.com

15. INDEPENDENT CONTRACTOR

RECIPIENT, its officers, employees, agents, or representatives shall act in an independent capacity, and shall in no sense be considered employees or agents of SCAQMD, nor shall RECIPIENT, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for RECIPIENT's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

16. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Agreement shall at all times remain with RECIPIENT.

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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17. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto.

18. ASSIGNMENT AND TRANSFER OF EQUIPMENT

A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.

B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed Agreement with SCAQMD.**

19. NON-EFFECT OF WAIVER

The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

21. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party in said action shall pay its own attorneys' fees and costs.

22. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

23. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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24. HEADINGS

Headings on the clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

25. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

26. GOVERNING LAW

This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

27. PRE-AGREEMENT COSTS

Any costs incurred by RECIPIENT prior to RECIPIENT receipt of a fully executed Agreement shall be incurred solely at the risk of the RECIPIENT. In the event that this Agreement is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Agreement. If this Agreement is fully executed, pre-Agreement cost expenditures authorized by the Agreement will be reimbursed in accordance with the Payment Schedule and payment provision of the Agreement.

28. CHANGE TERMS

Changes to any part of this Agreement must be requested in writing by RECIPIENT and approved by MSRC in accordance with MSRC policies and procedures. RECIPIENT must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Agreement shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

29. PUBLIC WORKS PROJECTS

RECIPIENT agrees to comply with all of the applicable provisions of the California Labor Code pertaining to public works projects (Labor Code Sections 1720 – 1861). RECIPIENT shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, registering the public works project with the Department of Industrial Relations, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying the applicable prevailing rates, posting copies thereof at the job site and flowing all applicable requirements to its contractors. Proof of compliance must be provided to SCAQMD upon request. RECIPIENT shall indemnify, defend and hold harmless the SCAQMD against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

30. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

31. AUTHORITY

The signatory hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
By:_____	By:_____
Michael A. Cacciotti, Chair, Governing Board	Joe Baca, Jr. President, Board of Directors
Date:_____	Date:_____
APPROVED AS TO FORM: Bayron T. Gilchrist, General Counsel	APPROVED AS TO FORM:
By: Barbara Baird	By:_____

//MSRC Master Boilerplate
Revised March 15,2023

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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Attachment 1
Statement of Work
San Bernardino County Transportation Authority
Agreement Number MS27006

Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

1. Project Description

San Bernardino County Transportation Authority (hereinafter referred to as "RECIPIENT") is to partner with the Cities of Highland and Redlands to implement the "Highland-Redlands Regional Connector Gap Project," to construct a total of 1.7 miles of bike path from Domestic Avenue to Greenspot Road as shown in Attachment 3.1.

The RECIPIENT is to install a 1.7-mile segment of Class I (which provides a separated path designed exclusively for bicycles and pedestrians, located off-street and away from vehicle traffic) & IV Bikeway (which provides a protected bikeway for the exclusive use of bicycles and includes a physical separation with the through vehicular traffic). Work to be completed includes, but is not necessarily limited to:

A. Construction of Class I and IV bike facilities along Orange Street between Domestic Avenue and Greenspot Road.

   i. The majority of this segment shall be constructed as Class I. For the Class I portion, RECIPIENT shall construct approximately 8,320 linear feet of approximately 11-foot-wide paved trail, including necessary erosion control, clearing and grubbing.
   ii. Upon reaching the Santa Ana River and Equipment Undercrossing bridges, the project will include construction of a Class IV bikeway along the west side of the bridges. RECIPIENT shall construct approximately 388 linear feet of approximately 13-foot-wide paved trail, including necessary erosion control, clearing and grubbing.

B. Pedestrian crossings, ADA-compliant sidewalks and ramps, and signal modifications at two existing signalized intersection:

   i. Orange Street and Cemex Access Road
   ii. Orange Street and Greenspot Road

C. Integration with Omnitrans Route 15, nearby trails, and Citrus Valley High School.

D. Install one vehicle gate with a 4-foot opening in each direction for non-motorized vehicles and multiple pedestrian access entrances located on Orange Street between Boulder Avenue and Greenspot Road;

E. Install two 12-foot-wide single span steel truss bridges with wood decks located at Plunge Creek and Unnamed Creek;

F. Install 10 wayfinding signs;

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G. Install two bicycle counters on Orange Street (one each direction) to support monitoring, evaluation and reporting of bicycle activity;

H. Install at least one bicycle detection system. At a minimum, a detection system would be installed at Greenspot Road/Orange Street intersection; and

I. After completion of construction, collect counts of bicycle and pedestrian usage at a fixed location within the project limits—at a minimum, counts shall be conducted on two separate days of the week, for at least two hours each day.

A map of project area is provided in Attachment 3 - Supporting Documentation. RECIPIENT shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Inspections

SCAQMD reserves the right, but not the obligation, to inspect the work performed under this Agreement at any time to verify completeness, compliance with applicable requirements, and conformance with the approved scope of work. The absence of an inspection by SCAQMD shall not relieve the Recipient of its responsibility to fully perform the work in accordance with this Agreement, nor shall it constitute acceptance of incomplete or noncompliant work. Final payment is contingent upon SCAQMD's verification that all program requirements have been satisfied.

3. Promotion

RECIPIENT shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the Bikeway installation. Acceptable outreach may include, but is not limited to, notices in RECIPIENT mailings to residents, newspaper notices, flyers, and information items at RECIPIENT Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify RECIPIENT in writing of a Public Outreach Plan deficiency. RECIPIENT shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

4. Reports

Quarterly Reports: Until Bikeway opens for use, RECIPIENT shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the RECIPIENT as inadequate.

Final Report: A Final Report shall be submitted by the RECIPIENT in the format provided by SCAQMD staff. The Final Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. RECIPIENT will

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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identify any barriers encountered and solutions developed to overcome the barriers, the results of the bicycle and pedestrian counts, and the impact of the project on future bicycle transportation projects.

5. Project Schedule

RECIPIENT shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Agreement execution.

Task	Completion
Submit Public Outreach Plan	Month 6
Select construction contractor(s)	Month 6
Submit copy of Notice(s) to Proceed	Month 8
Complete trail and amenities installation	Month 25
Conduct post-completion bicycle and pedestrian counts	Month 28
Implement Public Outreach Plan	Month 28
Quarterly reports	On the 15th of January, April, July, and October for the previous quarter until MSRC-supported operation is complete
Final Report including post-project counts	Month 28

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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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Attachment 2
Payment Schedule
San Bernardino County Transportation Authority
Agreement Number MS27006

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Agreement	Additional Project Co-Funding	Total Cost
Install Class I & IV Bikeway	$3,000,000	$4,412,604	$7,412,604

Neither picnic tables, nor the concrete slabs to support them, are eligible costs under this Agreement.

No funds shall be paid out to RECIPIENT pursuant to this Agreement, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to RECIPIENT. Proof of completion shall include:

- Representative photos;
- A report signed by a responsible official certifying that the Bikeway has been completed as described in Attachment 1; and
- Invoice(s) from subcontractor(s) performing the construction.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall be adjusted on a prorated basis, so that the amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall not exceed 65% of actual costs of the bikeway installation.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

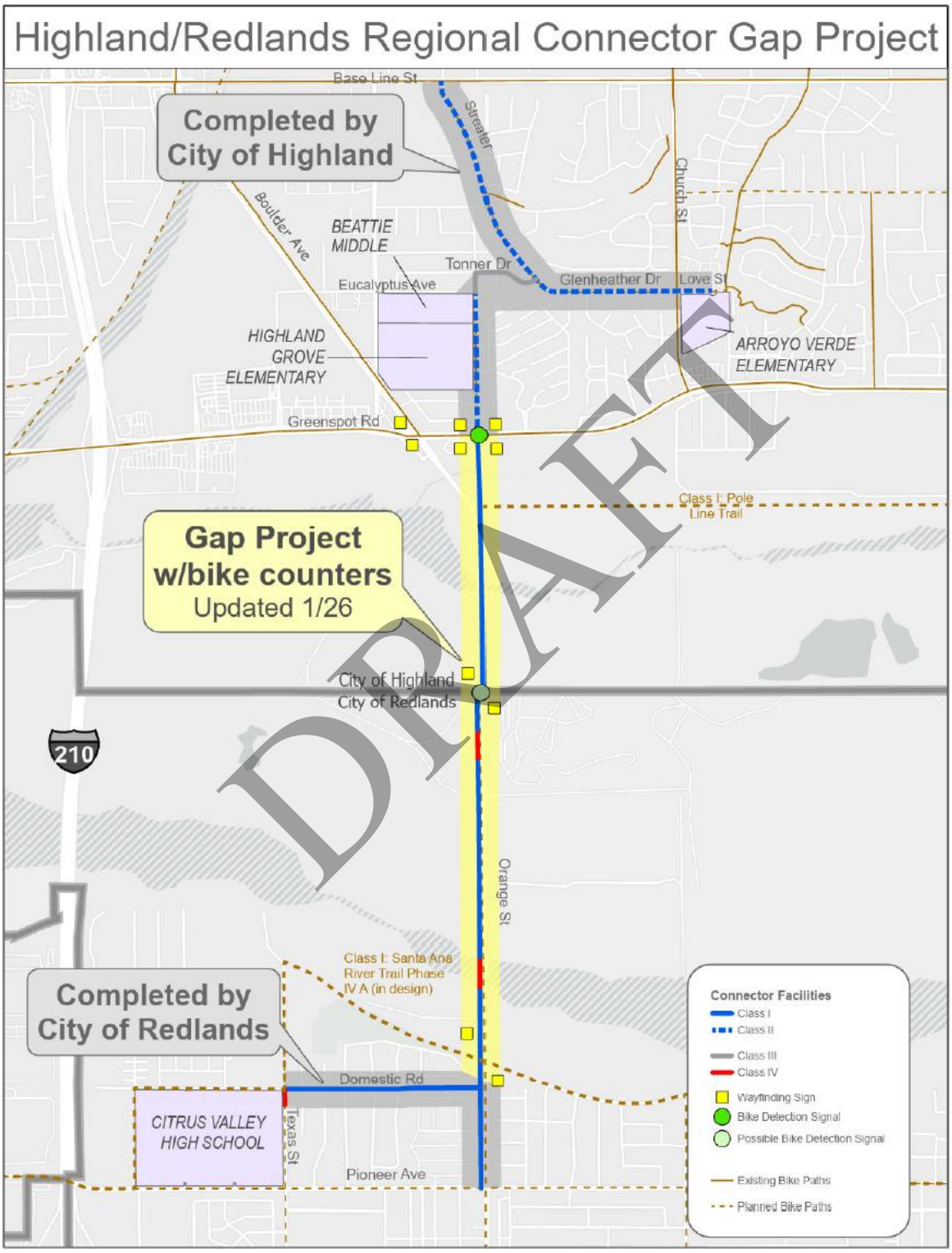
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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

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Attachment 3
Supporting Documentation
San Bernardino County Transportation Authority
Agreement Number MS27006

3.1. Map of Bikeway Installation Area



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Attachment: Contract 26-1003461 MSRC (12667 : MSRC County Transportation Commission Partnership Program Contract No. 26-1003461

Minute Action

AGENDA ITEM: 13

Date: July 1, 2026

Subject:
SR 210 Del Rosa Avenue Interchange Project - Cooperative Agreement and Release of RFP

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Cooperative Agreement No. 25-1003340 with the City of San Bernardino (City) for the delivery of the Project Initiation Document (PID), Project Approval/Environmental Document (PA/ED), and Plans, Specifications and Estimates (PS&E), and Right-of-Way (ROW) phases of the State Route (SR) 210 Del Rosa Avenue Interchange Project, for a total amount of $4,600,000 consisting of $1,777,600 in City funds and $2,822,400 of Measure I Valley Freeway Interchange Phasing Program funds, and approve an exception to SBCTA Policy No. VFI-3, to only commit funding through the ROW phase.

B. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003475 for Design and Environmental Professional Services for the PID and PA/ED and optional PS&E phases of the SR 210 Del Rosa Avenue Interchange Project to be funded with City and Measure I Valley Freeway Interchange Program funds, subject to approval as to form by SBCTA General Counsel.

Background:
On June 20, 2025, San Bernardino County Transportation Authority (SBCTA) received a letter from the City of San Bernardino (City) requesting the reinitiation of the State Route (SR) 210 at Del Rosa Avenue Interchange Project, which is included in SBCTA's Interchange Phasing Program. A copy of the City's letter is included as an attachment to this staff report.

The SR 210 at Del Rosa Avenue Interchange is located approximately 1.5 miles east of the SR 18 Waterman Avenue Interchange and about 1.0 mile west of the East Highland Avenue Interchange. According to the City, the interchange experiences substandard ramp geometry, limited vehicular capacity, and operational deficiencies. Traffic congestion is further exacerbated by non-ideal spacing between freeway ramp intersections and local street intersections. To address these mobility issues, the City proposes widening Del Rosa Avenue. Widening both on-ramps and the westbound off-ramp, adding turn lanes, and making related intersection improvements. The interchange currently experiences recurring congestion, particularly during morning peak periods, due to a nearby high school.

The preliminary total project cost through the Right-of-Way (ROW) phase, including SBCTA project management, is estimated at $4,600,000. Per the SBCTA Development Mitigation Nexus Study (Nexus Study), the cost allocation is 67.2 percent public share and 32.8 percent developer share. The Nexus Study is a comprehensive analysis that assigns fair share contributions to jurisdictions based on population and employment growth and vehicle trips projected to be generated from the growth within an interchange traffic shed. According to the Nexus Study, the developer share for the SR 210/Del Rosa Interchange is divided three ways among the City of San Bernardino, City of Highland, and the County of San Bernardino at 63 percent, 28 percent, and 9 percent, respectively. In March 2026, after discussions with staff from the City of Highland and the County of San Bernardino, the City of San Bernardino requested that the project proceed

only through the ROW phase at this time. The City will enter into separate agreements with the City of Highland, and the County of San Bernardino to capture each jurisdiction's fair share of costs.

Considering projected expenditures and the balance of Measure I funds in the Valley Freeway Interchange Program, staff recommends that the SBCTA Board of Directors (Board) allocate funding only through the ROW phase and approve a total project cost cap of $10 million. Limiting funding to the ROW phase requires an exception to SBCTA Policy No. VFI-3, which typically commits SBCTA to timely funding through construction. Staff recommends completing ROW certification and final design to make the project shelf-ready and competitive for future State and Federal grant opportunities.

With Board approval, the project will be added to the SBCTA Interchange Phasing Program and SBCTA's contribution will be capped at $10 million, including an estimated Measure I share of $2,822,400. The City has requested that SBCTA lead project delivery and will fund 100 percent of SBCTA project management costs. The City's overall share will be $1,777,600, which includes an estimated $400,000 for SBCTA project management. Upon approval of the cooperative agreement, staff will initiate the Project Initiation Document (PID) phase with the California Department of Transportation (Caltrans), request a cooperative agreement with Caltrans, and begin procurement of a design consultant.

Subject to Board approval of Cooperative Agreement No. 25-1003340, staff further recommends that the Board authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003475 for professional engineering and environmental services for the PID and Project Approval and Environmental Document (PA/ED), with an option for Plans, Specifications, and Estimates (PS&E). Staff originally planned to request release of the RFP at the July 2026 Metro Valley Study Session (MVSS) and August Board meeting; however, the July MVSS is dark. Delegating authority to the Executive Director will avoid an estimated two to three-month delay in consultant procurement and initiation of project work. A draft Scope of Work for RFP No. 26-1003475 is attached for reference.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Valley Interchange Measure I funds and City of San Bernardino local funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub-Task 0864 SR-210 Del Rosa Avenue Interchange Project.

Reviewed By:
This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Metro Valley Study Session on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft agreement, and draft RFP scope of work.

Responsible Staff:
Paul Melocoton, Project Manager

City of San Bernardino

Public Works Department | Engineering Division

June 20, 2025

Kristi Harris
Director of Project Delivery and Express Lanes
San Bernardino County Transportation Authority (SBCTA)
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Subject: Letter of Intent to Re-Initiate SR-210/Del Rosa Avenue for SBCTA Interchange Phasing Program and Nominate for Funding

Dear Ms. Harris,

The City of San Bernardino respectfully requests that SBCTA re-initiate the Interchange Phasing Program and include the SR-210/Del Rosa Avenue Interchange as a candidate for funding and implementation.

The Del Rosa Avenue interchange on SR-210 is a vital East-West connector and currently suffers from substandard ramp geometry, limited capacity, and operational inefficiencies. The proposed operational improvement project would include ramp widening & metering, widening Del Rosa to provide dual left turn lanes, modify westbound and eastbound ramp traffic signal and intelligent transportations improvements as needed. The following are detailed descriptions of the improvements:

- Widen the westbound and eastbound entrance ramp from 1 to 2 lanes
- Ramp Metering of the entrance ramps
- Widen the westbound exit ramp from 2 to 3 lanes
- Widen Del Rosa Avenue to provide dual left turn lanes including new tie-back retaining walls at the bridge undercrossing
- Modify westbound and eastbound ramp traffic signals
- Interconnect the traffic signal from Date Place to E. Date Place
- Intelligent Transportation Improvement as needed
- Minimal to no right of way by construction of retaining wall

Estimated Project Cost: $40 million

The City intends to proceed through full project delivery, including construction, and is seeking funding support through SBCTA to advance the project in its entirety through an encroachment permit process with Caltrans similar to the SR-210 and Waterman Avenue.

We appreciate your consideration and ongoing support in improving transportation infrastructure across the region. If you have any questions or require additional information, please contact me directly Jabsheh-az@Sbcity.org, Tel No 909-384-7251

Sincerely,

Azzam Jabsheh
City Engineer/Deputy Director of Public Works

Attachments:

- Concept Plans
- Engineering Cost Estimates

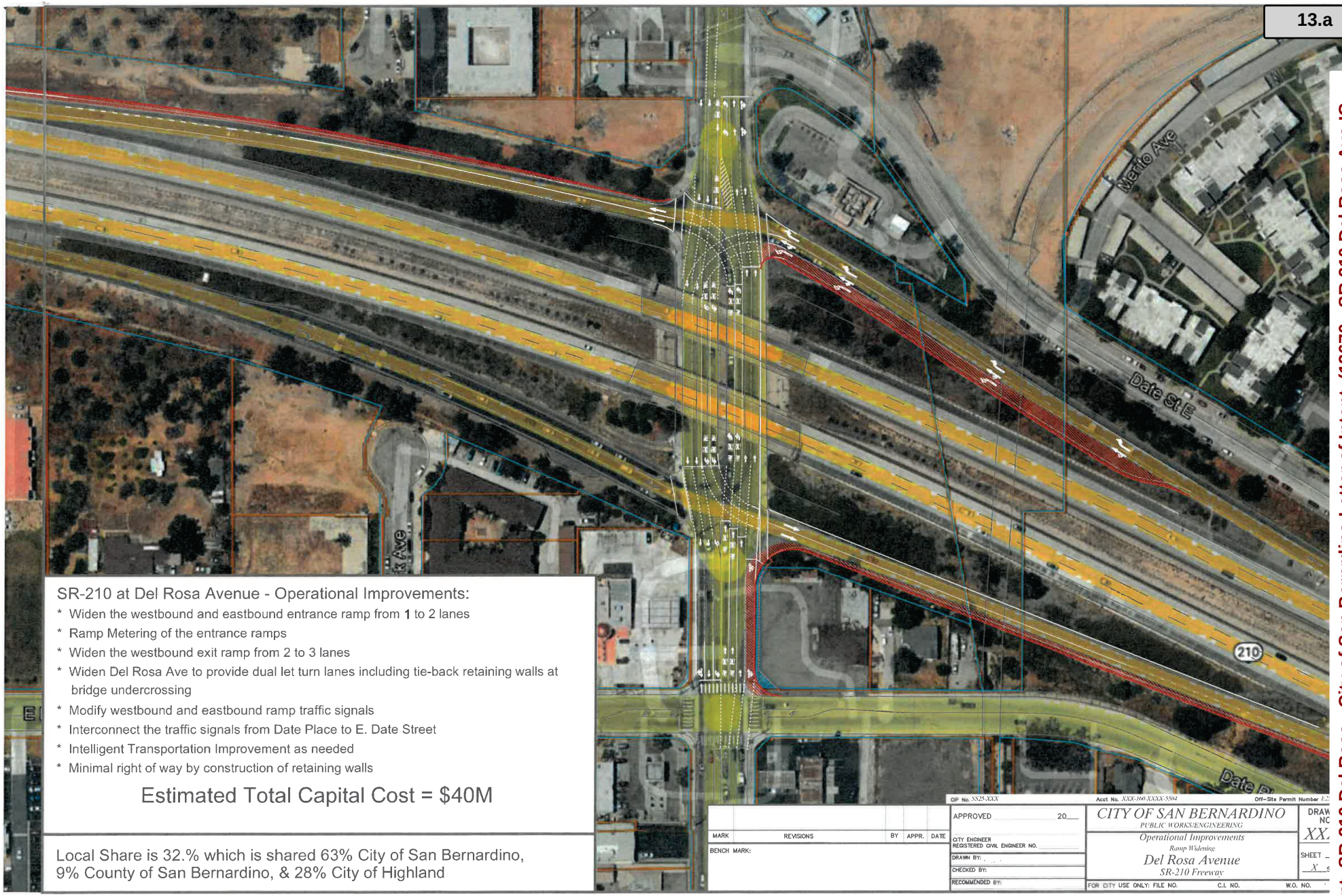
Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and

SR-210 at Del Rosa Avenue

Concept Rough Costs

Waterman			Del Rosa			
SR-210			SR-210			
			2 On-Ramps			
1 on-Ramp			1 Off-Ramp			
2 Signals			4 Signals			
No R/W		Factor	1 R/W = 1 Property			
$ 8,035,867.00		3	$ 24,107,601.00		$ 24,607,601.00	
low bid	1 R/W		$ 500,000.00		9%	
	2024		$ 24,607,601.00	6 yrs 9%	$ 2,214,684.09	
					$ 26,822,285.09	
					9%	
					$ 2,414,005.66	
					$ 29,236,290.75	
					9%	
					$ 2,631,266.17	
					$ 31,867,556.92	
					9%	
					$ 2,868,080.12	
					$ 34,735,637.04	
					9%	
					$ 3,126,207.33	
					$ 37,861,844.37	
					9%	
					$ 3,407,565.99	
					$ 41,269,410.36	

University			Del Rosa			
I-215			SR-210			
1 on-Ramp			2 On-Ramps			
1 Off-Ramp			1 Off-Ramp			
3 Signals			4 Signals			
3 R/W		Factor	1 R/W = 1 Property			
$ 25,768,043.00		0.75	$ 19,326,032.25		$ 19,826,032.25	
lowbid	1 R/W		$ 500,000.00		9%	
	2024		$ 19,826,032.25	6 yrs 9%	$ 1,784,342.90	
					$ 21,610,375.15	
					9%	
					$ 1,944,933.76	
					$ 23,555,308.92	
					9%	
					$ 2,119,977.80	
					$ 25,675,286.72	
					9%	
					$ 2,310,775.80	
					$ 27,986,062.52	
					9%	
					$ 2,518,745.63	
					$ 30,504,808.15	
					9%	
					$ 2,745,432.73	
					$ 33,250,240.88	



SR-210 at Del Rosa Avenue - Operational Improvements:

* Widen the westbound and eastbound entrance ramp from **1** to 2 lanes
* Ramp Metering of the entrance ramps
* Widen the westbound exit ramp from 2 to 3 lanes
* Widen Del Rosa Ave to provide dual let turn lanes including tie-back retaining walls at bridge undercrossing
* Modify westbound and eastbound ramp traffic signals
* Interconnect the traffic signals from Date Place to E. Date Street
* Intelligent Transportation Improvement as needed
* Minimal right of way by construction of retaining walls

Estimated Total Capital Cost = $40M

Local Share is 32.% which is shared 63% City of San Bernardino, 9% County of San Bernardino, & 28% City of Highland

CIP No. SS25-XXX Acct No. XXX-160-XXXX-5504 Off-Site Permit Number

MARK | REVISIONS | BY | APPR. | DATE

BENCH MARK:

APPROVED 20__

CITY ENGINEER
REGISTERED CIVIL ENGINEER NO.

DRAWN BY:

CHECKED BY:

RECOMMENDED BY:

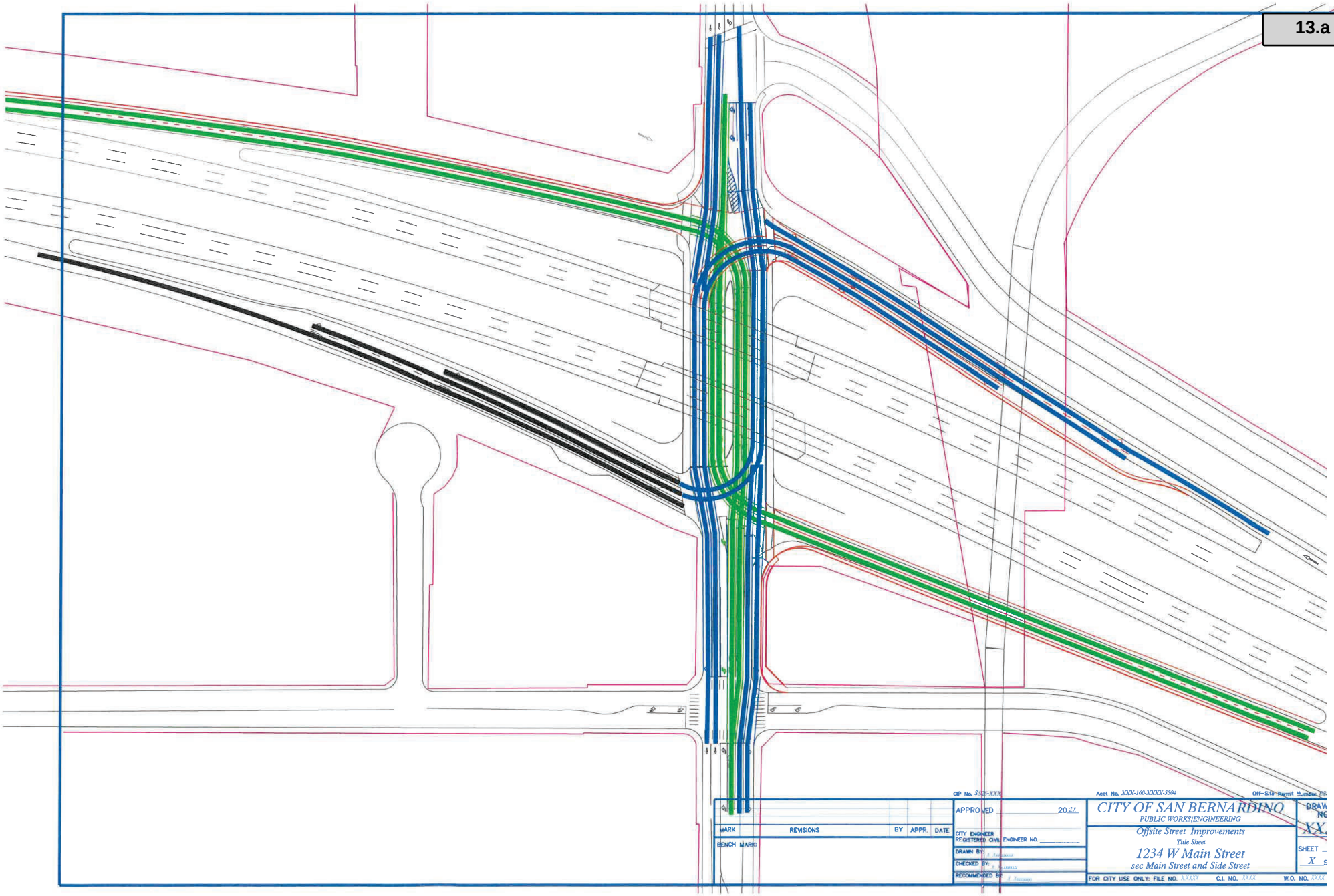
CITY OF SAN BERNARDINO
PUBLIC WORKS/ENGINEERING

Operational Improvements
Ramp Widening
Del Rosa Avenue
SR-210 Freeway

FOR CITY USE ONLY: FILE NO. C.I. NO. W.O. NO.

DRAW NO. XX

SHEET X



Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC

City of San Bernardino

Public Works Department | Engineering Division

June 20, 2025

Kristi Harris,
Director of Project Delivery and Express Lanes
San Bernardino County Transportation Authority (SBCTA)
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Subject: Letter of Intent to Re-Initiate I-215/Palm Avenue for SBCTA Interchange Phasing Program and Nominate for Funding

Dear Ms. Harris,

The City of San Bernardino respectfully requests that SBCTA re-initiate the Interchange Phasing Program and consider the nomination of the I-215/Palm Avenue Interchange for funding and implementation.

This interchange serves as a critical access point for the City and the surrounding region. It experiences recurring congestion and safety issues that require geometric and operational improvements. The proposed project scope includes ramp reconfiguration, signal upgrades, and potential widening of Palm Avenue to improve traffic flow and access. The following are details description of these improvements:

- Widen the northbound - off ramp to 3 lanes (possibly 4 lanes).
- Widen the southbound - off ramp to 3 lanes.
- Widen the southbound - on ramp to 2 lanes with a new geometric alignment and install ramp metering
- Widen the northbound - on-ramp to 2 lanes and install ramp metering.
- Widen Palm Ave to provide dual left turn lanes.
- New Traffic signal at southbound and northbound ramps.
- Interconnect the traffic signal on Palm Ave from Kendall Drive to Hallmark Pkwy
- Intelligent Transportation Improvements
- Construction of retaining walls.

Estimated Project Cost: $125 million to $165 million

The City would like to lead the delivery of this project through the Plans, Specifications & Estimates (PS&E) phase. Advancing the project to this stage will enhance its competitiveness for future state and federal funding opportunities. Also, the city would like SBCTA to lead the project delivery.

We appreciate your consideration and ongoing support in improving transportation infrastructure across the region. If you have any questions or require additional information, please contact me directly Jabsheh-az@Sbcity.org, Tel No 909-384-7251.

Sincerely,

Azzam Jabsheh
City Engineer/Deputy Director of Public Works

Attachments:

- Concept Plans
- Engineering Cost Estimates

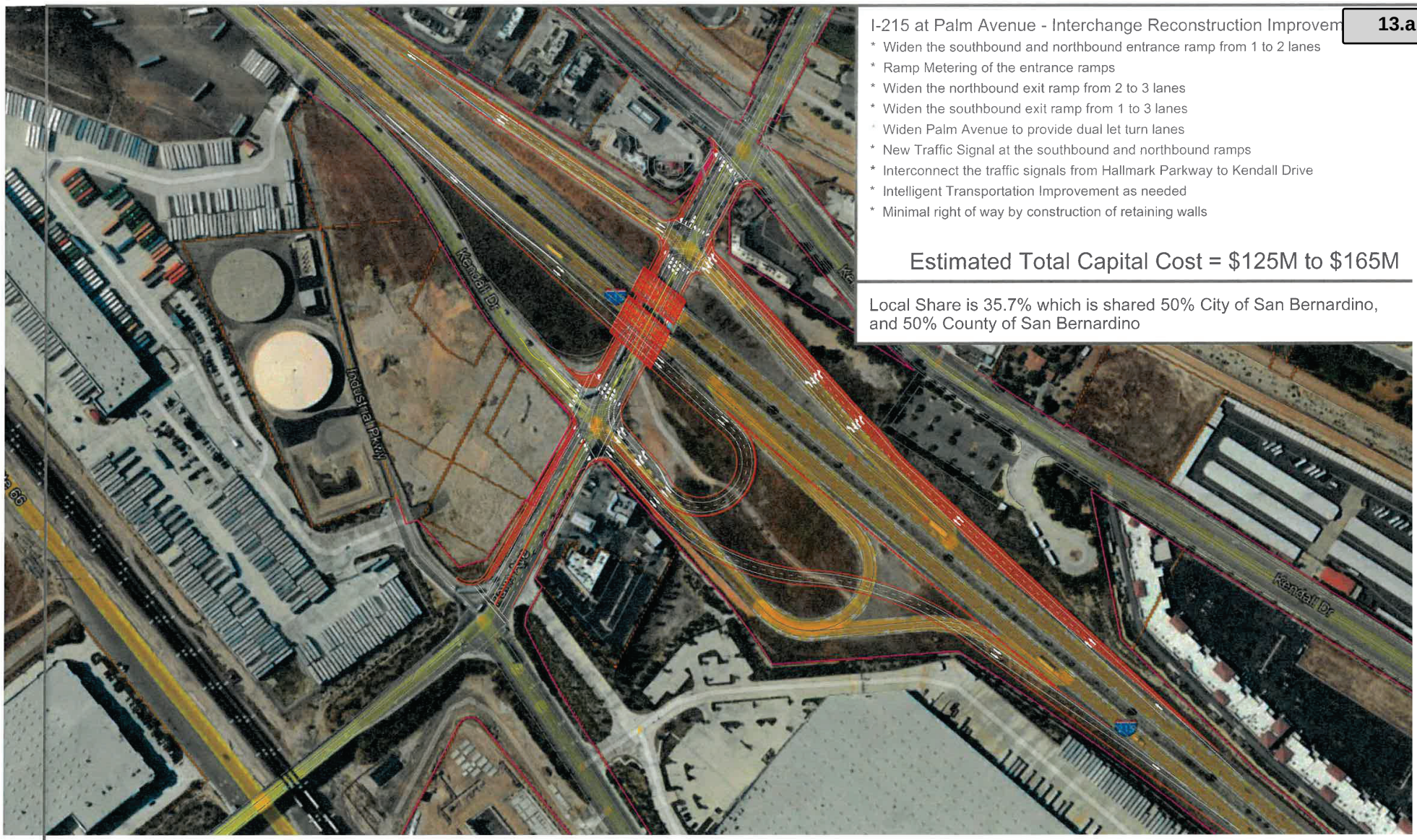
Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and

I-215 at Palm Avenue

Concept Rough Costs

I-10 Fwy at Mr Vernon Ave (Rialto) Bridge Replacement 1 on Ramp 1 Off Ramp Some R/W	Factor	I-215 Fwy at Palm Avenue Bridge Relacement 2 off Ramps 2 On Ramps 1 parcel of R/W		6 yrs 9% starting 2025		I-215 Fwy at Palm Avenue Bridge Relacement 2 off Ramps 2 On Ramps 1 parcel of R/W			
$ 71,173,000.00	1	$ 71,173,000.00				Factor	$ -		$ -
Est Cost 4-2021		$ 500,000.00	2021	$ 71,673,000.00				6 yrs 9%	9%
	2024	$ 71,673,000.00		13.40%					$ -
				$ 9,604,182.00					$ -
			2022	$ 81,277,182.00					9%
				9.30%					$ -
				$ 7,558,777.93					$ -
			2023	$ 88,835,959.93					9%
				9.40%					$ -
				$ 8,350,580.23					$ -
			2024	$ 97,186,540.16					9%
				2.30%					$ -
				$ 2,235,290.42					$ -
			2025	$ 99,421,830.58					9%
				9.00%					$ -
				$ 8,947,964.75					$ -
			2026	$ 108,369,795.34					9%
				9.00%					$ -
				$ 9,753,281.58					$ -
			2027	$ 118,123,076.92					
				9.00%					
				$ 10,631,076.92					
			2028	$ 128,754,153.84					
				9.00%					
				$ 11,587,873.85					
			2029	$ 140,342,027.68					
				9.00%					
				$ 12,630,782.49					
			2030	$ 152,972,810.17					
				9.00%					
				$ 13,767,552.92					
			2031	$ 166,740,363.09					

Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC



I-215 at Palm Avenue - Interchange Reconstruction Improvem

* Widen the southbound and northbound entrance ramp from 1 to 2 lanes
* Ramp Metering of the entrance ramps
* Widen the northbound exit ramp from 2 to 3 lanes
* Widen the southbound exit ramp from 1 to 3 lanes
* Widen Palm Avenue to provide dual let turn lanes
* New Traffic Signal at the southbound and northbound ramps
* Interconnect the traffic signals from Hallmark Parkway to Kendall Drive
* Intelligent Transportation Improvement as needed
* Minimal right of way by construction of retaining walls

Estimated Total Capital Cost = $125M to $165M

Local Share is 35.7% which is shared 50% City of San Bernardino, and 50% County of San Bernardino

CIP No. *SS25-XXX* Acct No. *XXX-160-XXXX-5504* Off-Site Permit Number *12*

MARK	REVISIONS	BY	APPR.	DATE
BENCH MARK:				

APPROVED _____ 20___

CITY ENGINEER
REGISTERED CIVIL ENGINEER NO. _____

DRAWN BY:

CHECKED BY:

RECOMMENDED BY:

CITY OF SAN BERNARDINO
PUBLIC WORKS/ENGINEERING

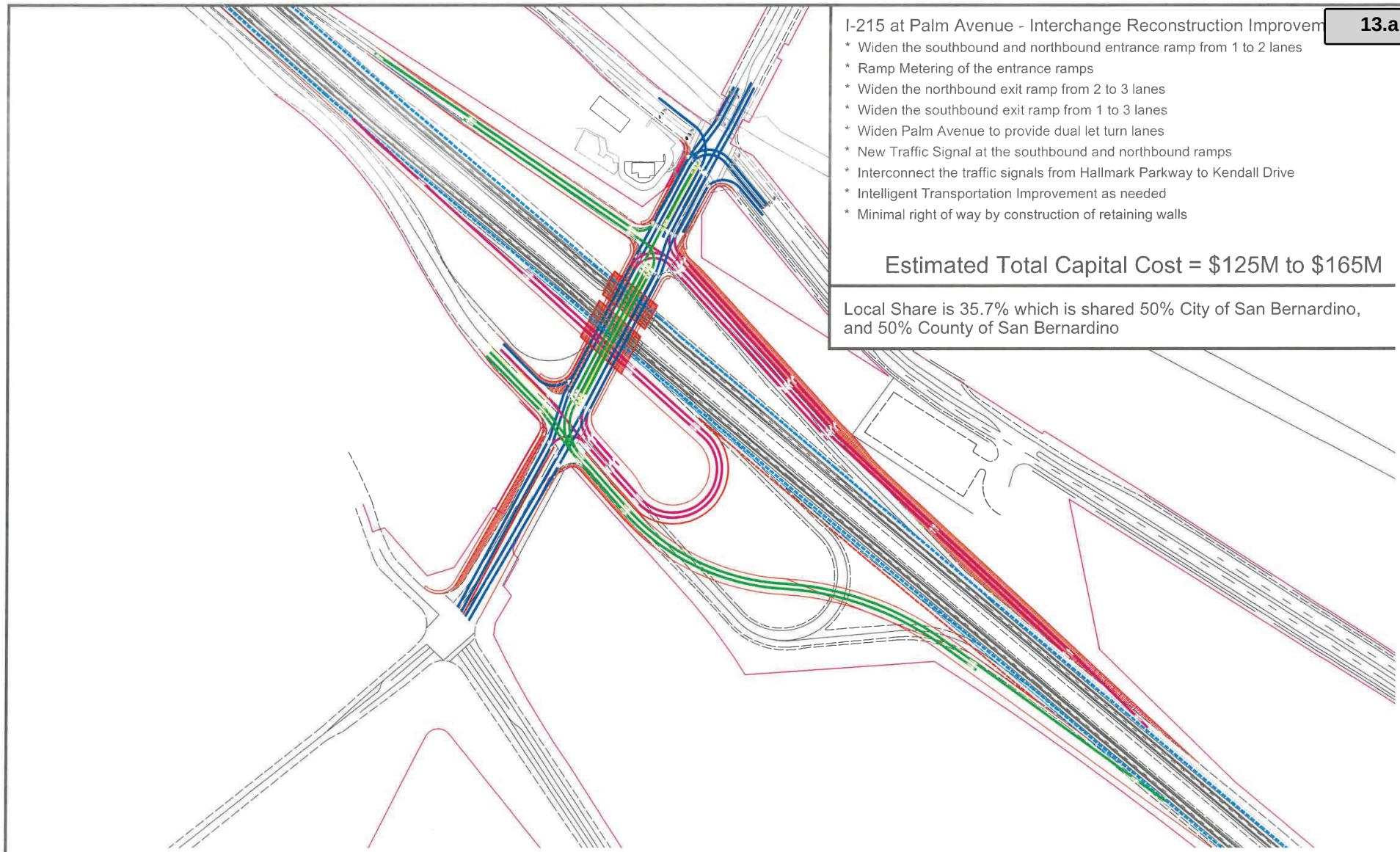
Interchange Reconstruction Improvements
Bridge Replacement
Palm Avenue
I-215 Freeway

FOR CITY USE ONLY: FILE NO. C.I. NO. W.O. NO.

DRAW NO *XX*

SHEET _ *X*

Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC



I-215 at Palm Avenue - Interchange Reconstruction Improvem

* Widen the southbound and northbound entrance ramp from 1 to 2 lanes
* Ramp Metering of the entrance ramps
* Widen the northbound exit ramp from 2 to 3 lanes
* Widen the southbound exit ramp from 1 to 3 lanes
* Widen Palm Avenue to provide dual let turn lanes
* New Traffic Signal at the southbound and northbound ramps
* Interconnect the traffic signals from Hallmark Parkway to Kendall Drive
* Intelligent Transportation Improvement as needed
* Minimal right of way by construction of retaining walls

Estimated Total Capital Cost = $125M to $165M

Local Share is 35.7% which is shared 50% City of San Bernardino, and 50% County of San Bernardino

CIP No. 8525-XXX

Acct No. XXX-160-XXXX-5504

Off-Site Permit Number I-2

MARK	REVISIONS	BY	APPR.	DATE

BENCH MARK:

APPROVED 20__

CITY ENGINEER
REGISTERED CIVIL ENGINEER NO. _____

DRAWN BY:

CHECKED BY:

RECOMMENDED BY:

CITY OF SAN BERNARDINO
PUBLIC WORKS/ENGINEERING

Interchange Reconstruction Improvements
Bridge Replacement
Palm Avenue
I-215 Freeway

FOR CITY USE ONLY: FILE NO. C.I. NO. W.O. NO.

DRAW NO. XX

SHEET _ X

Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC

City of San Bernardino

Public Works Department | Engineering Division

June 20, 2025

Kristi Harris
Director of Project Delivery and Express Lanes
San Bernardino County Transportation Authority (SBCTA)
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Subject: Letter of Intent to Nominate I-215/Little League Drive for Inclusion in SBCTA's Interchange Phasing Program (Measure I)

Dear Ms. Harris,

The City of San Bernardino respectfully requests that the I-215 at Little League Drive Interchange be considered for inclusion in SBCTA's Interchange Phasing Program under Measure I funding.

The proposed interchange is envisioned to improve access and connectivity in an area experiencing continued growth in residential, commercial, and recreational use. The new interchange at Little League Drive would serve as a critical access point for the area residents and improving emergency response along I-215 corridor.

Proposed Scope of Work:

- Construction of new northbound and southbound on- and off-ramps
- Improving and Widening Bridge structure over I-215
- Roadway improvements to connect the ramps to the proposed City streets
- Traffic signals, signage, and pedestrian facilities

Preliminary Rough Estimated Cost: $200 Million

The City intends to work with SBCTA to identify the most appropriate delivery strategy for this project, including preliminary engineering and environmental documentation. We welcome SBCTA's leadership and expertise in shaping a regional approach for successful implementation.

This interchange is a high priority for the City, and its inclusion in the Interchange Phasing Program will support economic development, regional mobility, and safety objectives.

We appreciate your consideration and ongoing support in improving transportation infrastructure across the region. If you have any questions or require additional information, please contact me directly Jabsheh-az@Sbcity.org, Tel No 909-384-7251.

Sincerely,

Azzam Jabsheh
City Engineer/Deputy Director of Public Works

Attachment: SR-210 Del Rosa - City of San Bernrdino Letter of Intent (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and

Contract Summary Sheet

General Contract Information

Contract No: 25-1003340 Amendment No.:

Contract Class: Receivable Department: Project Delivery

Customer ID: SB CI Customer Name: City of San Bernardino

Description: SR-210 Del Rosa Avenue Interchange Cooperative Agreement for PID, PAED, PSE,and ROW

List Any Accounts Payable Related Contract Nos.:

Dollar Amount					
Original Contract	$	1,777,600.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,777,600.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**1,777,600.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12670

Contract Management (Internal Purposes Only)

Local Funding Agreement Monthly

Accounts Receivable

Total Contract Funding: $ 1,777,600.00 Funding Agreement No: 25-1003340

Beginning POP Date: 07/01/2026 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039

Expiration Date: 12/31/2039 Fund Admin: Yes

Parent Contract 25-1003340 PM Description SR-210 Del Rosa IC - San Bernardino

Z-Related Contracts Z25-1003340

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	6010	40	0830	0864	42421020	1,777,600.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003340 (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

COOPERATIVE AGREEMENT NO. 25-1003340

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

PROJECT INITIATION DOCUMENT (PID), PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), AND RIGHT OF WAY (ROW) PHASES FOR THE DEL ROSA AT STATE ROUTE 210 (SR-210) INTERCHANGE IN THE CITY OF SAN BERNARDINO

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I. PARTIES AND TERM

A. THIS COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of San Bernardino ("CITY"). SBCTA and CITY may be referred to herein individually as a "PARTY" and collectively as "PARTIES".

B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph E, this AGREEMENT shall terminate upon completion of the PARTIES' obligations associated with the project initiation document (PID), project approval and environmental document ("PA/ED"), plans, specifications and estimate ("PS&E"), and right of way ("ROW") phases described herein or December 31, 2039, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs C and D, shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.

II. RECITALS

A. WHEREAS CITY requested to initiate improvements of the Del Rosa Avenue at State Route 210 Interchange within the limits of the City of San Bernardino ("PROJECT"); and

B. WHEREAS planned improvements include widening the eastbound and westbound on-ramp to two lanes, widening Del Rosa Avenue to provide dual left turn lanes, constructing tie-back retaining walls at the bridge undercrossing, as further described in Attachment B, attached hereto and made part of this AGREEMENT, and are collectively defined as the "PROJECT"; and

C. WHEREAS, the PROJECT is in the Measure I 2010-2040 Strategic Plan and identified as eligible in the Valley Interchange Program; and

Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

D. WHEREAS the PARTIES consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the SBCTA Development Mitigation Nexus Study; and

E. WHEREAS the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments related to Project Management, PID, PA/ED, PS&E, and ROW activities of the PROJECT; and

F. WHEREAS the CITY desires SBCTA to provide Project Management services, estimated at $400,000, for the phases of the PROJECT identified herein, and understands it is the CITY's sole responsibility to pay 100% of the actual SBCTA Project Management costs in accordance with SBCTA Measure I Strategic Plan Policy 40005 VFI-34 and 35; and

G. WHEREAS the remaining PROJECT cost for the PID, PA/ED, PS&E, and ROW phases shall be funded with 32.8% Development Share funds and 67.2% Public Share funds, as defined by the Nexus Study and the SBCTA Measure I 2010-2040 Strategic Plan and Policy 40005/VFI-19; and

H. WHEREAS the PARTIES agree to limit the Project cost to no more than $10 Million for the PID, PA/ED, PS&E, and ROW phases, and

I. WHEREAS the PARTIES' intent is that this AGREEMENT is limited to the identified project phases herein and SBCTA shall not be obligated to fund or participate in any other project phases for PROJECT unless the PARTIES execute a new cooperative agreement.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to the following:

III. SBCTA RESPONSIBILITIES

SBCTA agrees:

A. To provide Project Management services and act as lead agency for the PID, PA/ED, PS&E, ROW and CONSTRUCTION phases, and to diligently undertake and complete the PA/ED, PS&E, ROW, and CONSTRUCTION work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the SBCTA's Director of Project Delivery and Express Lanes, or designee, with input and consultation from CITY. SBCTA shall ensure that consultants and contractors participating in PROJECT work are appropriately qualified or licensed to perform the tasks assigned to them and shall be responsible for managing the quality of the PROJECT work.

B. To contribute towards PID, PA/ED, PS&E, and ROW phases of the PROJECT cost as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should SBCTA's total share of the PID, PA/ED, PS&E, ROW phases exceed the estimates as shown in Attachment A, SBCTA agrees to entertain amendment

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

of the AGREEMENT in good faith in accordance with Section V, Paragraph A, below. However, in accordance with Policy 40005/VFI-36, in no case shall the SBCTA contribution exceed $6,720,000.

C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.

D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support SBCTA's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PID, PA/ED, PS&E, and ROW work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.

E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PID, PA/ED, PS&E, and ROW costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific Project Management, PID, PA/ED, PS&E, and ROW work activities.

F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PID, PA/ED, PS&E, and ROW work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due to CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY's Council reserves the right to withhold future payments due SBCTA from any source under CITY's control.

H. To designate a responsible staff member that will be SBCTA's representative in attending the Project Development Team ("PDT") meetings, receiving day-to-day communication, and providing Project Management services.

I. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.

J. To provide CITY with a proposed project schedule to complete the PROJECT.

K. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

L. To perform the design in accordance with State and Federal standards and practices.

M. To provide CITY with a reasonable amount of review and approval time and an opportunity to review, comment on, and approve PID, PA/ED, PS&E, and ROW documents.

N. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.

O. To obtain all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All necessary PROJECT permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements obtained from agencies other than the CITY shall constitute part of the PROJECT cost.

P. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. All voluntary acquisitions will be acquired in the name of SBCTA for property in CITY's jurisdiction. If necessary, SBCTA will conduct Resolutions of Necessity hearings and acquire property in the name of SBCTA for the purposes of the PROJECT and convey such property, or portions thereof, to CITY and CITY to accept property in accordance with Section IV.I of AGREEMENT.

Q. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.

R. To provide written notice to CITY upon SBCTA's determination that the PROJECT work under AGREEMENT is substantially completed. For this AGREEMENT, "substantially completed" shall mean that the PROJECT plans and specification have been approved by Caltrans and ROW has been certified.

S. To require all contractors and/or consultants under contract to perform services related to the PROJECT to include the CITY, its officers, directors, employees and agents as additional insureds and to indemnify, defend, and hold harmless the CITY, its officers, directors, employees and agents from any liability, claims, demands, suits or actions which made be made by any person resulting from the PROJECT.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse SBCTA for CITY's share of actual costs incurred towards the PID, PA/ED, PS&E, and ROW phases of the PROJECT and for SBCTA's Project Management, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A and should CITY's total share for the PID, PA/ED, PS&E, and

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

ROW phase with SBCTA's Project Management exceed the estimates as shown in Attachment A, PARTIES shall amend AGREEMENT and CITY shall contribute these additional costs beyond SBCTA's maximum contribution as shown in Article III.B and Attachment A..

B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

C. To designate a responsible staff member that will be CITY's representative attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.

D. To review, provide comments on, and approve PROJECT documents within two (2) weeks of receiving the review request from SBCTA.

E. To provide permits, inspections, reviews, and oversight, and to accept transfer of title of properties, all at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.

F. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.

G. To assist SBCTA as requested and, when necessary, exercise its rights under utility relocation law or any franchise agreement to cause each utility to relocate or rearrange its utility facility.

H. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from SBCTA that the PROJECT is substantially completed as described by Paragraph "R" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying because of non-material work remaining to be completed shall be deemed unreasonable and City shall be fully responsible for all additional costs resulting from such delay or withholding of acceptance.

I. To accept conveyance of property acquired in the name of SBCTA for the purposes of the PROJECT, upon SBCTA's submittal of a quit claim deed or other method of property title conveyance to CITY.

J. CITY is responsible for all commitments which are part of their direct agreement with Caltrans, including but not limited to Freeway Maintenance Agreement and Landscape and Aesthetic Maintenance Agreements

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

V. MUTUAL RESPONSIBILITIES

The PARTIES agree:

A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.

B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.

C. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Further, to the extent, but only to the extent, that SBCTA's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: SBCTA shall indemnify and defend CITY and its officers, directors and employees 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.

E. This AGREEMENT will be considered terminated upon completion of PROJECT closeout and reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time, with or without cause, by giving sixty (60) calendar days written

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.

F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.

G. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.

H. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

I. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT and the PROJECT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.

J. If any clause or provisions of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.

K. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.

L. Neither this AGREEMENT, nor any of the PARTIES' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute discretion. Any attempted assignment shall be deemed void and of no force and effect.

M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

N. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section V.

O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original. This AGREEMENT is effective on the date executed by SBCTA ("Effective Date"), following execution by both PARTIES.

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Attachment: 25-1003340 - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

P. Any notice required, authorized or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Sal Chavez
Project Delivery Manager
1170 West Third Street
San Bernardino, CA 92410-1715

If to CITY: Azzam Jabsheh, City Engineer and
Deputy Public Works Director
201 North E Street, Suite 200
San Bernardino, CA 92401

Q. There are no third party beneficiaries, and this AGREEMENT is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

---------- SIGNATURE PAGE TO FOLLOW----------

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SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 25-1003340
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF SAN BERNARDINO

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

Date:_____

APPROVED AS TO FORM:

By:_____
Julianna K. Tillquist
General Counsel

CITY OF SAN BERNARDINO

By:_____
Eric Levitt
City Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Sonia R. Carvalho
City Attorney

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Attachment A

Project Scope:
At the Del Rosa Avenue State Route 210 (SR 210) interchange, widen the eastbound and westbound on-ramp to two lanes, widen Del Rosa Avenue to provide dual left turn lanes, and construct tie-back retaining walls at the bridge undercrossing.

Project Cost Estimate and Funding Shares:
SBCTA's Share: Public Share: 67.2%
City's Share: Development Share or Local Share: 32.8% (City of San Bernardino)

Phase	Estimated Cost[1]	Public Share[2]	Development Share
PID & PA/ED	$2,200,000	$1,478,400	$721,000
PS&E	$1,500,000	$1,008,000	$492,000
ROW	$500,000	$336,000	$164,000
SBCTA Project Management	$400,000	$0	$400,000
Total	$4,600,000	$2,822,400	$1,777,600

[1]Estimated cost assumes analysis of one build alternative.
[2]Total Public Share contribution shall not exceed $6,720,000

Project Milestones:

Milestone[1]	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(01/2027)
Environmental Approval	(04/2028)
Design Approved and ROW Certified	(09/2029)

[1]Milestone assumes analysis of one build alternative. Anticipated environmental determination under CEQA is a Categorical Exemption and under NEPA a Categorical Exclusion.

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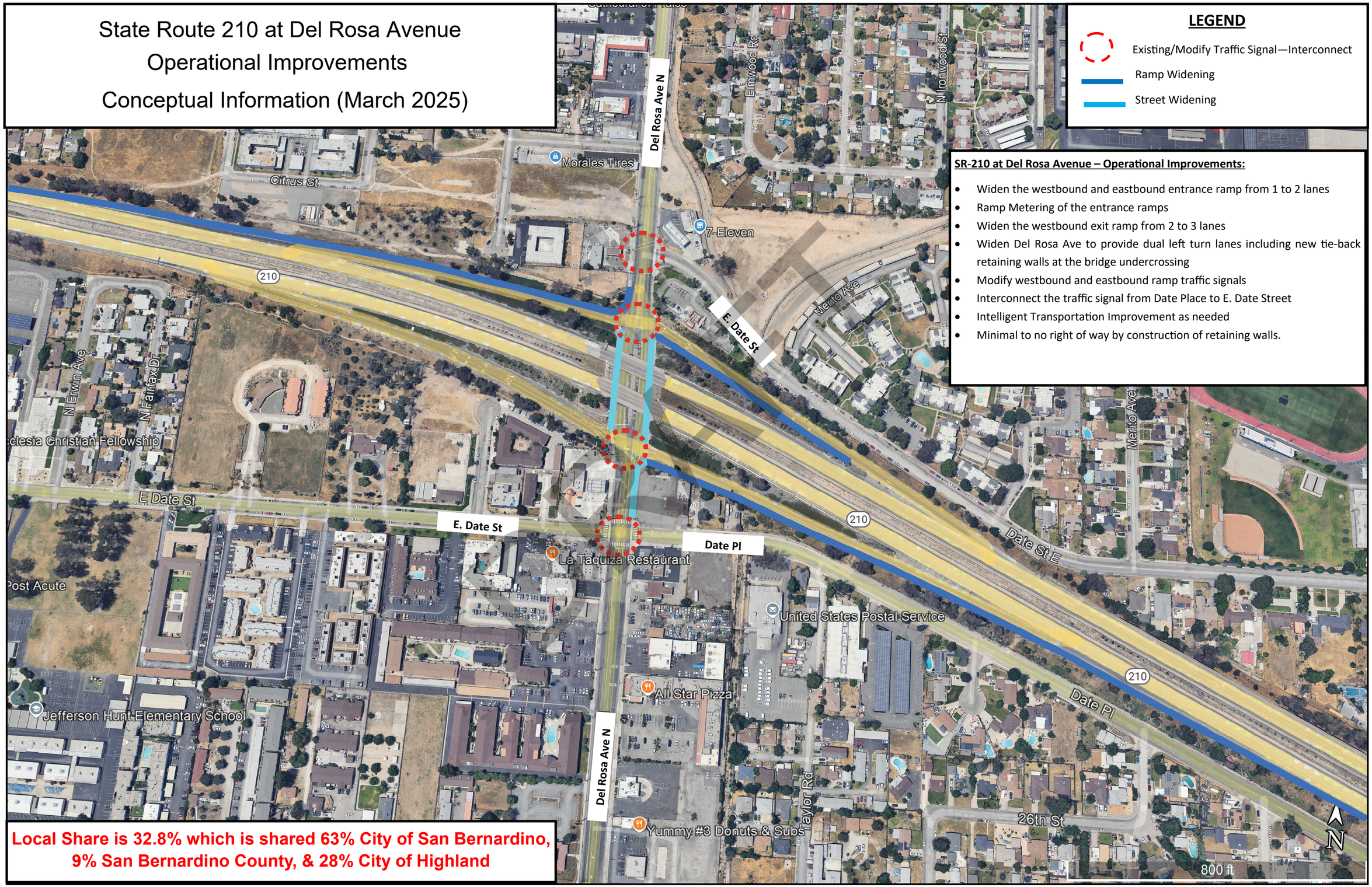
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Attachment B
CONCEPTUAL LAYOUT

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State Route 210 at Del Rosa Avenue
Operational Improvements
Conceptual Information (March 2025)



LEGEND

- Existing/Modify Traffic Signal—Interconnect
- Ramp Widening
- Street Widening

SR-210 at Del Rosa Avenue – Operational Improvements:

- Widen the westbound and eastbound entrance ramp from 1 to 2 lanes
- Ramp Metering of the entrance ramps
- Widen the westbound exit ramp from 2 to 3 lanes
- Widen Del Rosa Ave to provide dual left turn lanes including new tie-back retaining walls at the bridge undercrossing
- Modify westbound and eastbound ramp traffic signals
- Interconnect the traffic signal from Date Place to E. Date Street
- Intelligent Transportation Improvement as needed
- Minimal to no right of way by construction of retaining walls.

Local Share is 32.8% which is shared 63% City of San Bernardino, 9% San Bernardino County, & 28% City of Highland

Attachment: 25-1003340 Attachment B (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

ATTACHMENT A - SCOPE OF WORK

RFP No. 26-1003475

State Route 210 Del Rosa Avenue Interchange Improvement Project

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) and optional Plans, Specifications, and Estimates (PS&E) for improvements at the State Route 210 (SR-210) Del Rosa Avenue Interchange in the City of San Bernardino (Project).

San Bernardino County Sales Tax Measure I and City of San Bernardino funds will be used to cover the cost of the preparation of the PID, PA/ED, and PS&E phases. Funding for the construction phase is currently not finalized, but state and/or federal funds could be utilized. As such, work shall comply with applicable state and federal requirements.

The proposed improvements include improvements of the existing SR-210 Del Rosa Avenue Interchange located approximately 3.8 miles east of the junction between I-215 and State Route 210.

- The proposed improvements may require the following:
- Widening of the westbound and eastbound on-ramps
- Widening of the eastbound off-ramp
- Widening Del Rosa Avenue to accommodate dual left-turn lanes
- Construction of retaining walls
- Intersection and signal improvements
- Construction of pedestrian and bicyclist accommodations

These improvements would accommodate current and future traffic demands, relieve congestion, improve access for pedestrians and non-motorized users, and improve freight mobility and regional access for goods movement.

I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA, City of San Bernardino, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Required services listed below do not supersede the requirements established in the Contract.

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B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PA/ED and possibly PS&E for the Project.

C. The deliverables list for the PID and PA/ED and possibly PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be included or required.

D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule shall be presented monthly to the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall highlight the status of the documents in the review process.

E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.

F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.

G. Prime contract terms and conditions shall be incorporated into the subcontract agreements.

H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the latest Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities shall be performed in accordance with Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.

J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Caltrans Project Development Procedures Manual.

III. ASSUMPTIONS

A. The Consultant will develop and evaluate several alternatives to satisfy the requirements of the Caltrans Intersection Safety and Operational Assessment Process (ISOAP).

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B. In the PA/ED phase, the Consultant will evaluate one-build and one no-build alternative to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.

C. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one monthly PDT meeting.

D. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

E. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.

F. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have an Environmental Assessment (EA).

G. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).

H. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.

I. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

IV. SCOPE OF SERVICES

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, CEQA and NEPA. The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

CONSULTANT shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

1.100.15 PROJECT MANAGEMENT

1.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

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Deliverables:

Monthly Progress Reports

1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA/ED (Begin Environmental, Circulate Environmental Document, and PA/ED), Design and Construction. A 30-month schedule is anticipated for estimation purposes. CONSULTANT will attend a kick-off meeting, lead monthly PDT meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *Monthly (30) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Three (3) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

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Deliverables:

- *Project Schedule Updates with accompanying narrative to explain changes in milestone dates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases as it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

662-150.05 Transportation Problem Definition and Needs Assessment

CONSULTANT shall analyze the available information and department policies and directives to identify and resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

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2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts/record drawing and field review the project area.

Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

Analysis Scenario

- Existing Conditions (2027)
- Opening Year (2031)
- Design Year (2051) Conditions – No-Build Alternative
- Design Year (2051) Conditions – Build Alternative

Intersections

- E Lynwood Drive
- Date Street
- Westbound Ramps

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- Eastbound Ramps
- Date PL
- Pumalo Street

Freeway Mainline, Diverge, and/or Weave Assessment for on and off ramps

Deliverables:

- *Traffic Forecast Volumes*
- *Level of Service*
- *Induced Travel Demand Analysis*

2-150.05.30 Survey and Maps for PID

CONSULTANT will prepare aerial topographic mapping and utilize available GIS right of way mapping. New aerial mapping, surveys, topographic mapping, or right of way mapping for the PROJECT will be required for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Topographic Mapping*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

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2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. It is assumed that no field surveys will be necessary to locate right of way and centerline.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to two (2) build alternatives for the PSR-PDS. The two (2) build alternatives will be agreed upon through a concept screening process. The concept screening process will consist of comparing up to five (5) concepts through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the alternatives that will be considered in the PSR-PDS and future phases. Each alternative studied will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in strip map format consistent with a Geometric Approval Drawing (GAD). The format will be the backbone for future GAD. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and potential sound wall locations may be shown (if applicable).

Deliverables:

- *Concept Screening Matrix with up to two (2) concepts*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives.*

2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- City of San Bernardino
- San Bernardino County Transportation Department & Flood Control District
- United States Fish and Wildlife Service (if necessary)
- California Department of Fish and Wildlife (if necessary)

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2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their delivery of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

Deliverables:

- *Attendance and participation at one (2) Public Outreach Webinar or Meeting*
- *Availability to assist SBCTA's Public Outreach Consultant with all Project-related communications*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public"*

Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential

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costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose. CONSULTANT will perform Alternatives Development Workshops that include key functional group leaders and PDT decision makers. There will be three workshops that will serve as a Value Analysis study. The first workshop will generate evaluation criteria that are scored against one another to determine weight. After Workshop 1,Workshop 2 will be held that presents draft alternatives for the team to comment and refine. Workshop 3 will have refined alternatives that the team then scores against the criteria developed in Workshop

Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*
- *Alternatives Development Workshops*
- *Alternative scoring matrix*

2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with the PSR-PDS guidelines within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare "Conceptual Cost Estimate – Right- of-Way Component" to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

Deliverables:

- *Preliminary Engineering Right of Way Checklist*
- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment*
- *Conceptual Cost Estimate – Right-of -Way Component*
- *Right of Way Data Sheet*

2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be

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required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

Caltrans PDPM requires District Preliminary Geotechnical Report (DPGR) at PID phase. The DPGR provides preliminary recommendations to Civil Designers in Design and Planning and is used to develop the Project Study Report (PSR). CONSULTANT will review existing geotechnical maps and reports to prepare DPGR. CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Deliverables:

- *Draft / Final District Preliminary Geotechnical Report*
- *Draft / Final LCCA Assessment*

2-150.15.30 Structures Advance Planning Study (APS Memo)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square- footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR- PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase. It is expected that 5 existing mainline bridge widenings will be evaluated and up to 8 proposed wall location will be considered for this project under two APS Wall Memos (1-cut condition / 1-fill condition).

CONSULTANT shall prepare an APS Memo which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

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Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum for PID Phase*
- *Advance Planning Study for PA/ED Phase*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- ✓ Pedestrian facilities
- ✓ Bicycle facilities
- ✓ Transit facilities
- ✓ Park and Rides
- ✓ Equestrian Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Preliminary Drainage Assessment*
- *Preliminary cost estimates to affected major drainage facilities*

2-150.15.45 Traffic Capacity Analysis

CONSULTANT will evaluate the project in accordance with CALTRANS Intersection Safety and Operational Process (ISOAP) procedures. CONSULTANT will evaluate intersection

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variations based on the CALTRANS ISOAP Guide. CONSULTANT will document evaluation using the ISOAP procedures to identify the preferred intersection design for the build alternatives within the PSR-PDS.

Deliverables:

- *Traffic Capacity Analysis*
- *Intersection Safety and Operational Analysis Process Forms*
- *Sidra and Highway Safety Manual Analysis*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

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Deliverables:

- *Draft / Final Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Deliverables:

- *VMT Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a "Capital Outlay Project Estimate" in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the "Capital Outlay Support Estimate" to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

2-150.20 Preliminary Environmental Analysis (PEAR)

2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

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In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.
- The level of detail included in the PEAR for each topic area will be commensurate with the potential for impacts to that resource to occur. The PEAR will be prepared using existing, readily available, information and a windshield survey. No primary information is assumed to be developed during the PID phase. In addition, no surveys are assumed or included, and no cultural resources or paleontology record searches are assumed to be conducted (these would occur during PA/ED). No technical studies, reports, or memoranda related to environmental resources will be prepared; these detailed evaluations and primary source types of documentation are prepared during the Project Approval and Environmental Document (PA/ED) phase of the project.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments*
- *Initial Site Assessment Checklist*
- *Draft / Final PEAR*

2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID

2-150.25.05 Draft PSR-PDS

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft / Final Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*

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- *TMP Data Sheets*

2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 "Design Checklist". Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non- standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternatives*
- *Design Exception Risk Assessment for approval for non-standard features*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Draft / Final Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

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Deliverables:

- *Draft / Final Storm Water Data Report-PID*

3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT

3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

3-.160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps.

Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and design horizon year.

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Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Report*
  - *Draft/Final Traffic Operations Analysis Report*
- *VMT-Related Documents*
  - *Induced Travel (VMT) Methodology and Results*
  - *Mitigation Plan*
  - *Induced Travel Risk Assessment*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis Report

CONSULTANT shall summarize the Value Analysis efforts from the Alternative Development Workshops in the PID phase into a Value Analysis Report.

Deliverables:

- *Draft/Final Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Draft / Final Preliminary Drainage Report (Hydrology Report)*
- *Draft / Final Storm Water Data Report-PA/ED*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary

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utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *Draft / Final ROW Data Sheets*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall perform a Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

CONSULTANT shall also perform a Smart Corridor Study and recommend Smart Corridor elements and technology to be considered during final design. Smart Corridor elements can include, but are not limited to Active Traffic Management Systems, Transit Integration, and Safety Enhancements for pedestrians and non-motorized users. CONSULTANT shall ensure that the project is consistent with SBCTA's Smart Corridor plan and policies.

Deliverables:

- *Draft / Final Multi-Modal Study*
- *Draft / Final Smart Corridor Study*

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). The PGDR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing. Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

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Deliverables:

- *Draft / Final Structure Preliminary Geotech Report*
- *Draft / Final Preliminary Geotechnical Design Report*
- *Draft / Final Preliminary Materials Report*

3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft / Final Draft Project Report*

3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

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Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft / Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

Deliverables:

- *Draft / Final Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

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3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

3-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

3-165.10.15 Community Impact Analysis Land Use and Growth Studies

The project is not expected to result in substantial impacts to the community and a separate Community Impact Assessment is not required. This information will be directly addressed in the environmental document.

3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Memorandum*

3-165.10.25 Noise Study

CONSULTANT shall perform a Noise Study and prepare a Noise Study Report (NSR), and if necessary, a Noise Abatement Decision Report (NADR) which will be referenced in the environmental document. The study and reports shall conform to requirements in

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accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (TNAP). Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee. Traffic noise modeling will be performed using the latest version of the FHWA Traffic Noise Model (TNM).

Personnel to conduct the assessment of traffic noise impacts shall meet the requirements or recommendations under Preparer Qualifications in the Caltrans SER.

Deliverables:

- *Draft / Final Noise Study Report*
- *Draft / Final Noise Abatement Decision Report*

3-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- ✓ Regulatory Setting and Existing Conditions.
- ✓ Exemption from Regional Conformity.
- ✓ Project-Level Conformity Hot Spot Analysis
- ✓ Evaluation of Construction Emissions.
- ✓ Evaluation of Operations-Period Mass Emissions.
- ✓ Mobile Source Air Toxics.
- ✓ Climate Change/Greenhouse Gas Emissions.
- ✓ Mitigation Measures.
- ✓ Air Quality Conformity Analysis Report and Checklist.

Air quality modeling will be performed using the latest version of CT-EMFAC available. Coordination with the Southern California Association of Governments (SCAG) Transportation Conformity Working Group (TCWG) may be required.

Deliverables:

- *Draft / Final Air Quality Study Report*
- *Draft / Final Air Quality Conformity Analysis Report and Checklist*

3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water

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bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d)impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document our findings in the Water Quality Assessment Report (WQAR).

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*
- *Draft / Final Water Quality Assessment Report (WQAR)*

3-165.10.40 Energy Studies

CONSULTANT will prepare an energy impact memorandum that provides the following discussions and analyses:

- ✓ Regulatory Setting and Existing Conditions. Summarize the existing federal, state, and local energy regulatory environment as it affects the proposed project. Using data provided by the California Air Resources Board (ARB), San Bernardino County, and the Southern California Association of Governments (SCAG), the memorandum will characterize the existing energy use in the project area.
- ✓ Construction Energy. Energy use from the construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. In addition, the energy use associated with the haul truck trips and employee commutes will be calculated based on available construction information.
- ✓ Operational Energy. Changes in long-term energy consumption will be quantified using project-level VMT and EMFAC2021 emissions factors.
- ✓ Mitigation Measures. Measures to reduce energy consumption during project construction and operations will be identified, if necessary.

Deliverables:

- *Draft/Final Energy Study Report.*

3-165.10.60 Location Hydraulic and Floodplain Study Report

If necessary, CONSULTANT will perform activities related to preparing a Location Hydraulic Study for use in the Environmental Document. CONSULTANT will prepare the Location Hydraulic Study and the Summary Floodplain Encroachment Report forms as appropriate. CONSULTANT will prepare a Draft Location Hydraulic Study Memorandum to document the investigation and summarize the study results, which will include the four stream crossing locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Location Hydraulic Study Memorandum.

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Deliverables:

- *Location Hydraulic Study*
- *Floodplain Study Report*

3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- ✓ Document review
- ✓ Records search
- ✓ Paleontological resource assessment
- ✓ Field survey
- ✓ Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare the ECR for inclusion as an attachment to the environmental document.

Deliverables

- *Draft and Final ECR (included in environmental document and reviewed as part of that document; no separate submittal is assumed or included)*

3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper

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management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment* Report

3-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will prepare the Climate Change chapter for inclusion in the CEQA document, consistent with the annotated outline that is available on the Caltrans SER as of the date that this scope of work was prepared (July 5, 2025). This section of the CEQA document will be prepared in advance of the overall draft environmental document so that it can be provided to Caltrans for the necessary reviews by the District and Headquarters.

Deliverables:

- *Draft/Final Climate Change Analysis chapter for inclusion in the CEQA document*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent

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Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study/ Minimal Impacts

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that this scope of work was prepared (July 5, 2025). A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- ✓ Review of Project Information and Applicable Literature
- ✓ Field Evaluation for Biological Resource Constraints
- ✓ Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis:

CONSULTANT will conduct a literature search, perform a field review, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

1) Special status species lists from the California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and National Marine Fishery Service (NMFS);
2) Database searches of current versions of the California Natural Diversity Database (CNDDB), the Online Inventory of the California Native Plant Society (CNPS), and USFWS species occurrence data; and
3) Other available biological studies conducted in the vicinity of the project site.

After reviewing relevant literature and database information, the project area will be evaluated with a thorough field review covering all portions relevant to potential biological resource constraints. The project area is assumed to be the project limits of disturbance (LOD) plus 200 feet. Field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources observed or detected. The project area will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species and habitats as well as general biological resources potentially posing a constraint to the project through applicable laws and regulations. A draft NES/MI will be developed based on results of the biological survey methods and results.

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Attachment: RFP 26-1003475 Scope of Work - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

Deliverables:

- *Draft / Final Natural Environment/Minimal Impacts Study Report*

3-165.15.99 Jurisdictional Delineation – if necessary

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States and Carabell v. United States guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES.

- *Draft/Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work. A records search will be obtained from the South Central Coastal Information Center, part of the California Historical Resources Information System, which houses San Bernardino County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with CALTRANS for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations. As appropriate, CONSULTANT may prepare an Area of Potential Effects (APE) map and Historical Resources Evaluation Report (HRER).

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) may be generated.

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Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects Map*
- *Native American Consultation Support (consultation to be conducted by CALTRANS)*
- *Draft / Final Historical Resources Evaluation Report*
- *Draft / Final Historic Property Survey Report*

3-165.25 Draft Environmental Document

3-165.25.A Public Outreach

CONSULTANT will prepare the Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (NOA/NOI/NOPH) (English and Spanish versions) for publication by SBCTA in a newspaper(s) of general circulation. CONSULTANT shall provide all SBCTA Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*
- *Newspaper notices (ads will be paid directly by SBCTA)*

3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, a Categorical Exclusion/Categorical Exemption (CE/CE) appears to be the appropriate CEQA and NEPA environmental document and that level of document is assumed in this scope of work. If an CE/CE is appropriate, CONSULTANT shall prepare the draft form with back up report following the available forms on the SER.

CONSULTANT shall prepare a Notice of Exemption (NOE) and shall submit to SBCTA for filing with the county clerk. The NOE will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or are included in this scope of services). CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project's final design.

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Deliverables:

- *Draft CE/CE forms and report*
- *Final CE/CE forms*
- *Draft / Final Notice of Exemption (NOE)*

3.170 – PERMITS & AGREEMENTS

3.170.05 Determine Required Permits

Upon completion of the jurisdictional delineation and NES, CONSULTANT will confirm which, if any, aquatic resources permits are expected to be needed from which agency for the PROJECT. This information will be included in the IS/EA.

3-170.20 Freeway Agreements

CONSULTANT shall prepare revision to the map and exhibits needed in a Freeway Agreement and, if necessary, Freeway Maintenance Agreement.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Draft / Final Final Project Report*

3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS (OPTIONAL)

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and

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Attachment: RFP 26-1003475 Scope of Work - PDF (12670 : SR 210 Del Rosa Ave IC Project - Cooperative Agreement and Release of RFP)

information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

Deliverables:

- *Design Surveys*
- *Topographic Mapping*
- *As-Builts and Utility Research*

TASK 3.205 – PERMITS & AGREEMENTS (OPTIONAL)

Task 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Permits*

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES (OPTIONAL)

Task 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- ✓ Title Sheet
- ✓ Key Map and Line Index
- ✓ Typical Cross Sections
- ✓ Layouts
- ✓ Profiles and Superelevation Diagrams
- ✓ Construction Details
- ✓ Water Pollution Control

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- ✓ Contour Grading
- ✓ Drainage Plans
- ✓ Drainage Profiles, Details, and Quantities
- ✓ Utility and Utility Relocation
- ✓ Transportation Management Plan, Sign Details and Quantities
- ✓ Stage Construction
- ✓ Traffic Handling
- ✓ Detours
- ✓ Pavement Delineation and Quantities
- ✓ Signs and Quantities
- ✓ Overhead Signs and Quantities, if required
- ✓ Summary of Quantities
- ✓ Retaining Walls and Quantities, if required
- ✓ Sound Walls and Quantities, if required
- ✓ Plant List and Planting, if required
- ✓ Irrigation, if required
- ✓ Sprinkler Schedule and Details, if required
- ✓ Irrigation Quantities, if required
- ✓ Electrical Plans

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Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible.

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *65% Plans*
- *95% Plans*

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- *Transportation Management Plan*

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions (65% and 95% PS&E)*

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Quantities and Estimates*

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

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- *Storm Water Data Report-PS&E*

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- *Hydraulics Report*

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- *Geotechnical Design Report*

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- *Materials Report*

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES (OPTIONAL)

Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets.

Deliverables:

- *Hydraulics Report*

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- *Preliminary Foundation Report*

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Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- *Log of Test Borings*
- *Infiltration Test Report, if required*

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- ✓ General Plan
- ✓ Deck Contours
- ✓ Foundation
- ✓ Abutment Layout and Detail
- ✓ Typical Sections
- ✓ Girder Layout
- ✓ Prestress Details
- ✓ Drainage Details
- ✓ Barrier Details
- ✓ Structural Approach Details
- ✓ Miscellaneous Details
- ✓ Structural Special Provisions
- ✓ Structural Quantities

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *Type Selection Report*
- *65% Plans*
- *95% Plans*

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide

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the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- *Foundation Report including Log of Test Boring Plan*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE (OPTIONAL)

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Quantity Work Book
- Materials Information Handout
- Project Controls for Construction
- Construction Permits
- Representative Cross Sections

Deliverables:

- *Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST (OPTIONAL)

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans,

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specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT (OPTIONAL)

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT (OPTIONAL)

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy* submittal for Caltrans and City records

IV. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval.

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The Project QA/QC Plan shall describe how QA and QC will be executed and express by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

1. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

2. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

3. Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
4. Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

5. Quality procedures related to interdisciplinary design review (IDR) process.
6. Technical review of environmental reports.

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Management of Requirements:

7. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
8. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

9. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
10. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

11. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
    - QC testing and validation of computer software used for the calculations
    - Checking of calculations and data (hand calculations and computer calculations input and output)
    - Checking of drawings and exhibits
    - Checking of specifications and contract documents
    - Checking of quantities and cost estimates
    - Review of studies or report-type documents
    - QC of CADD-produced documents
12. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

13. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
14. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

15. Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

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Minute Action

AGENDA ITEM: 14

Date: July 1, 2026

Subject:
Interstate 15 Cajon Pass Northbound Truck Lane Extension Project - Caltrans PID Cooperative Agreement Amendment and PA/ED Cooperative Agreement

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

A. Approve Amendment No. 2 to Contract No. 25-1003299 with the California Department of Transportation (Caltrans) for the Interstate 15 Cajon Pass Northbound Truck Lane Extension Project (Project) to increase Caltrans' oversight services by $75,000, for a new not-to-exceed amount of $225,000 to be funded by Measure I Cajon Pass funds.

B. Approve Cooperative Agreement No. 26-1003468 with Caltrans, for Caltrans' oversight services of the Project Approval & Environmental Document (PA/ED) phase of the Project.

Background:
Interstate 15 (I-15) between Devore Junction and State Route (SR) 138 faces significant congestion, with an annual average daily traffic of 176,000 vehicles, of which trucks comprise 15.63%. In August 2025, the San Bernardino County Transportation Authority (SBCTA) and California Department of Transportation (Caltrans) agreed to investigate a truck lane extension project from north of Kenwood Avenue to SR 138.

In August 2025, SBCTA and Caltrans executed Cooperative Agreement No. 25-1003299, for the Project Initiation Document (PID) Phase for the I-15 Cajon Pass Northbound Truck Lane Extension Project (Project), to define roles, responsibilities, and funding commitment for oversight services.

Since then, regular monthly Project Development Team and focus meetings have been held aiming to achieve the PID milestone by summer 2026. As this milestone is approaching, Caltrans is on pace to exceed the existing $150,000 budget and has requested an additional $75,000 to continue their oversight services in order to finish this phase of the Project.

The PID is anticipated to be approved by Caltrans in late June 2026, authorizing the Project to move forward to the Project Approval/Environmental Document (PA/ED) phase.

As the Project is progressing to the PA/ED phases, an additional cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PA/ED phases. Under Cooperative Agreement No. 26-1003468, SBCTA would be the implementing agency for the PA/ED phase with Caltrans providing oversight at no cost to SBCTA.

Achieving the PA/ED milestone is important for the Project to be eligible for State funds from the 2026 Trade Corridor Enhancement Program.

Staff recommends the following:

Recommendation A

Approve Amendment No. 2 to Contract No. 25-1003299 with Caltrans for the Project to increase Caltrans' oversight services by $75,000, for a new not-to-exceed amount of $225,000 to be funded by Measure I Cajon Pass funds.

Recommendation B

Approve Cooperative Agreement No. 26-1003468 with Caltrans, for Caltrans' oversight services of the PA/ED phase of the Project.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I Cajon Pass funds in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item, the draft amendment, and draft agreement.

Responsible Staff:
Juan Lizarde, Project Manager

Contract Summary Sheet

General Contract Information

Contract No: 25-1003299 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

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

Description: I-15 Cajon Pass Northbound Corridor Freight Project

List Any Related Contract Nos.: 25-1003243

Dollar Amount

Original Contract	$	150,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	75,000.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**225,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**225,000.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12682

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement N/A

Accounts Payable

Estimated Start Date: 07/02/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 225,000.00	Total Contingency: $ -
GL:	4710	40	0820	0857	52005	41100000	610	MSI CAJON PASS	225,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
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Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 25-1003299-02_CSS (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

08-SBD-015-R17.7/R21.6
EA 1R720
Project ID 0825000114
Agreement 08-1807 A-2
SBCTA Contract No. 25-1003299

AMENDMENT NO. 2 TO AGREEMENT 08-1807

This Amendment No. 2 (AMENDMENT) to Agreement 08-1807 (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 corporation/entity, referred to hereinafter as SBCTA.

RECITALS

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into AGREEMENT on August 29, 2025, defining the terms and conditions for extending the Northbound Truck Climbing Lane from 2.7 Miles North of Kenwood Avenue to SR-138 NB Entrance Ramp on Interstate 15 (I-15) in Cajon Pass, referred to as PROJECT.

2. PARTIES entered into Amendment No. 1 to AGREEMENT on March 12, 2026, to update the postmiles for PROJECT to R17.7 / R21.6 and update the WORK DESCRIPTION to *extend the Northbound Truck Climbing Lane from 2.7 Miles North of Kenwood Avenue to SR-138 NB Entrance Ramp on Interstate 15 (I-15) in Cajon Pass.*

3. The AGREEMENT established local funding at $1,069,400 and CALTRANS spending to be at $150,000.

4. PARTIES now seek to increase local funds by $75,000 and update CALTRANS spending to $225,000.

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Attachment: 25-1003299_COOP 1807 A-2_Draft_DW (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

IT IS THEREFORE MUTUALLY AGREED:

1. Funding Summary in the AGREEMENT is replaced in its entirety to read as follows.

FUNDING SUMMARY A-2

FUNDING TABLE				
IMPLEMENTING AGENCY:			**SBCTA**	
Source	**Party**	**Fund Type**	**PID**	**Totals**
LOCAL	SBCTA	Local	1,144,400	1,144,400
Totals			1,144,400	1,144,400

SPENDING TABLE			
	PID		
Fund Type	**CALTRANS**	**SBCTA**	**Totals**
Local	225,000	919,400	1,144,400
Totals	225,000	919,400	1,144,400

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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.

Attachment: 25-1003299_COOP 1807 A-2_Draft_DW (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop 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: Juan Lizarde

Phone Number: (909) 884-8276

E-mail: jlizarde@gosbcta.com

Billing Address: 1170 West 3rd Street, 2nd Floor

San Bernardino, CA 92410

CALTRANS

Project Manager: Mohammed H. Rahman
Phone Number: (909) 501-5761
E-mail: Mohammed.Rahman@dot.ca.gov

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Attachment: 25-1003299_COOP 1807 A-2_Draft_DW (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

08-SBD-015-R17.7/R21.6
EA 1R720
Project ID 0825000114
Agreement 08-1807 A-2
SBCTA Contract No. 25-1003299

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 covenant 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.
Board President

APPROVED AS TO FORM:

By:_____
Julianna K. Tillquist
General Counsel

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Attachment: 25-1003299_COOP 1807 A-2_Draft_DW (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 26-1003468 Amendment No.:

Contract Class: Payable Department: Project Delivery

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

Description: I-15 Cajon Pass Northbound Corridor Freight Project - PA/ED PHASE

List Any Related Contract Nos.:

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

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12682

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 07/02/2025 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ -	Total Contingency: $ -
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Juan Lizarde
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 26-1003468_CSS (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

Agreement No. 08-1825
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-R17.7/R21.6
SBCTA Contract No. 26-1003468

COOPERATIVE AGREEMENT COVER SHEET

Work Description

EXTENDING THE NORTHBOUND TRUCK CLIMBING LANE FROM 2.7 MILES NORTH OF KENWOOD AVENUE TO SR-138 NB ENTRANCE RAMP ON INTERSTATE 15 (I-15) IN CAJON PASS

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.

CALTRANS

Mohammed H. Rahman, Project Manager

464 W Fourth St

San Bernardino, CA 92401

Office Phone: (909) 501-9320

Email: Mohammed.Rahman@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Juan Lizarde, Project Manager

1170 West 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

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Attachment: 26-1003468_AGREEMENT 08-1825_DRAFT_04.30.2026 (12682 : I-15 Cajon Pass PID Coop Amendment & PA/ED Coop Agreement)

Agreement No. 08-1825
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-R17.7/R21.6
SBCTA Contract No. 26-1003468

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COOPERATIVE AGREEMENT

This 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 corporation/entity, referred to hereinafter as SBCTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, extending the Northbound Truck Climbing Lane from 2.7 Miles North of Kenwood Avenue to SR-138 NB Entrance Ramp on Interstate 15 (I-15) in Cajon

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Pass, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   - SBCTA is developing the Project Initiation Document (PID) on June 30, 2026.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when

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necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - SBCTA is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

    PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the

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PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

19. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. SBCTA, including any employee, agent, consultant or sub-consultant retained by the SBCTA, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

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CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. SBCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SBCTA's responsibilities in this AGREEMENT.

25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated

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with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404 US Army Corps of Engineers
401 Regional Water Quality Control Board
1602 California Department of Fish & Wildlife

Project Approval and Environmental Document (PA&ED)

27. As the PA&ED IMPLEMENTING AGENCY, SBCTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

30. SBCTA will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and SBCTA will use, a letter template and a list of California Native American tribes requesting notification. SBCTA will

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prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.

32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

35. SBCTA will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

36. The CEQA Lead Agency will attend all CEQA-related public meetings.

37. SBCTA will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow SBCTA to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval all environmental documentation (including, but not limited to, studies, reports, public

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notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at http://environment.fhwa.dot.gov/index.asp) and the CALTRANS Standard Environmental Reference.

41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

42. The NEPA Lead Agency will attend all NEPA-related public meetings.

43. SBCTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SBCTA will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

44. SBCTA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

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46. SBCTA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

47. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction

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contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

49. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

51. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to SBCTA at no cost. SBCTA's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the

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encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations, are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

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58. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.

59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

60. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

62. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

63. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal

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funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

66. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

67. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

68. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

69. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

70. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

71. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

72. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

73. SBCTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SBCTA will assure that the Project History Files are prepared and submitted in compliance with the Project Development Procedures Manual and Construction Manual.

GENERAL CONDITIONS

74. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

75. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the

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State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

76. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

77. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

78. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

79. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do

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not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

80. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

81. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

82. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

83. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

84. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

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85. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

86. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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Agreement No. 08-1825
Project No.: 0825000114
EA: 08-1R720
08-SBD-015-R17.7/R21.6

SIGNATURES

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

The PARTIES acknowledge that executed copies of this AGREEMENT 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

Catalino A. Pining III
District 8 Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Karem Evans
District 8 Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Joe Baca, Jr.
Board President

Approved as to form:

Julianna K. Tillquist
General Counsel

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Minute Action

AGENDA ITEM: 15

Date: July 1, 2026

Subject:
US 395 Phase 2 Widening Project - Amendment No. 1 to Contract No. 24-1003120, Amendment No. 2 and Contingency Increase to Contract No. 23-1002844, and Contingency Increase to Contract No. 25-1003266

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

A. Approve Amendment No. 1 to Contract No. 24-1003120 with WSP USA, Inc., to increase the contract amount by $1,099,216.73, for a new not-to-exceed total of $8,068,485.50, for the US 395 Phase 2 Widening project (Project), to be funded by Measure I Victor Valley Major Local Highway Projects (MLHP) Program funds; and to extend the contract expiration date to December 31, 2030.

B. Approve Amendment No. 2 to Contract No. 23-1002844 with Epic Land Solutions, Inc., to extend the contract expiration date to December 31, 2030.

C. Approve a contingency increase of $400,000 for Contract No. 23-1002844 with Epic Land Solutions, Inc., for a remaining contingency amount of $495,789.66 for the Project, to be funded by Measure I Victor Valley MLHP Program funds.

D. Approve a contingency increase of $14,110,000 for Contract No. 25-1003266 with Griffith Company, for a remaining contingency and supplemental work amount of $16,481,697.25, as of May 29, 2026, to be funded by Surface Transportation Block Grant Program and Measure I Victor Valley MLHP Program funds.

Background:
US 395 is designated as a "Priority Interregional Highway" in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The US 395 Phase 2 Widening Project (Project) will widen the facility from two to four lanes between Interstate 15 and Palmdale Road.

During the final design phase, existing water lines were identified within the Cities of Hesperia and Victorville that conflict with the proposed Project improvements. A rights check confirmed that the utility owners hold prior rights for the affected water lines. As a result, the Project is responsible for all costs associated with the relocation of these facilities.

Recommendation A:

In December 2024, San Bernardino County Transportation Authority (SBCTA) executed Contract No. 24-1003120 with WSP USA, Inc. (WSP) for construction management services for the Project. An amendment to the contract with WSP is needed to expand the scope of work to include construction management services for the relocation of the water lines in conflict with the Project improvements, and to extend the contract expiration date to allow for construction completion and closeout activities.

Staff recommends approval of Amendment No. 1 to Contract No. 24-1003120 with WSP, to increase the contract amount by $1,099,216.73, for a new not-to-exceed total of $8,068,485.50, for the Project, and to extend the contract expiration date to December 31, 2030.

Recommendation B and C:

In May 2023, SBCTA executed Contract No. 23-1002844 with Epic Land Solutions, Inc. (EPIC) for the Project. In March 2026, the Executive Director approved Amendment No. 1, extending the contract term by one year to March 31, 2027.

To address conflicts with the existing water lines identified within the Project limits, SBCTA issued contingency amendments under EPIC's contract, authorizing Psomas to prepare water line relocation plans, specifications, and estimates (PS&E). This approach allowed work to proceed immediately, avoided schedule delays, and saved several months of design and coordination time.

Staff recommends approval of additional contingency for Contract No. 23-1002844 with EPIC in the amount of $400,000, to replenish the budget used for this unanticipated effort and to support potential out-of-scope work as the Project progresses. Staff also recommends approval of Amendment No. 2 to the contract to extend the contract term to December 31, 2030, allowing for continued support through construction completion and closeout activities.

Recommendation D:

In November 2025, the SBCTA Board of Directors awarded Construction Contract No. 25-1003266 to Griffith Company (Griffith) for construction of the Project.

To address conflicts with the existing water lines identified within the Project limits and to avoid potential delays of working with a third party for the relocations, SBCTA executed a contract change order in the amount of $3,534,787.44 with Griffith for the water line relocation work in Hesperia. A future contract change order will be executed to cover the water line relocation work in Victorville. Approval of the PS&E for the Victorville work is anticipated in June 2026, and the current cost estimate is $10,574,069.

To support the executed change order for Hesperia and enable timely execution of the forthcoming contract change order for water line relocation work in Victorville, staff recommends approval of a contingency increase of $14,110,000, for Contract No. 25-1003266 with Griffith, for a remaining contingency and supplemental work amount of $16,481,697.25.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark in Program 40, Project Delivery.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:
Pralisa Amatya, Construction Manager

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Contract Summary Sheet

General Contract Information

Contract No: 24-1003120 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 01610 Vendor Name: WSP USA, Inc.

Description: US 395 Phase 2 Construction Management Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	6,969,268.77	Original Contingency	$	696,926.88
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	1,099,216.73	Current Amendment	$	-
Total/Revised Contract Value	**$**	**8,068,485.50**	**Total Contingency Value**	**$**	**696,926.88**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**8,765,412.38**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12683

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Federal/Local Construction Management N/A

Accounts Payable

Estimated Start Date: 12/02/2024 Expiration Date: 11/30/2029 Revised Expiration Date: 12/31/2030

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 8,068,485.50	Total Contingency: $ 696,926.88
GL:	2010	40	0820	0844	52005	42101006	640	STP	6,469,268.77	696,926.88
GL:	4230	40	0820	0844	52001	41100000	640	MSI VV MLHP	1,599,216.73	-
GL:									-	-
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David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003120-01 - CSS (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

AMENDMENT NO. 1 TO CONTRACT NO. 24-1003120

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE US 395 PHASE 2 WIDENING PROJECT

(WSP USA, INC.)

This AMENDMENT No. 1 to Contract No. 24-1003120 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and WSP USA, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS

A. SBCTA, under Contract No. 24-1003120 ("Contract"), engaged the services of CONSULTANT to provide construction management services for the US 395 Phase 2 Widening project ("Project").

B. Parties desire to amend the Contract to increase the Contract amount by $1,099,216.73, expand the scope of work as set forth in Exhibit A.1, and to extend the Contract expiration date to December 31, 2030.

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

1. Subsection A. of Article IV PERFORMANCE PERIOD is amended in its entirety to read as follows:

   "This Contract shall go into effect on December 2, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Procurement Analyst. The Contract shall end on December 31, 2030, unless extended by contract amendment."

2. Exhibit A, the "Scope of Work", of the Contract is hereby amended to include the additional services described in "Exhibit A.1" attached to this Amendment No. 1, which is hereby incorporated herein by reference. The additional services described in Exhibit A.1 supplement and augment the original Scope of Work in the Contract.

3. Exhibit B, the "CONSULTANT's Approved Cost Proposal", of the Contract is hereby amended to include the costs and fees for the additional services described in Exhibit A.1, as shown in "Exhibit B.1" attached to this Amendment No. 1, which is hereby incorporated herein by reference. The additional costs and fees for these additional services are in addition to any compensation identified in the original Contract Cost Proposal.

4. Subsection C. of Article V ALLOWABLE COSTS AND PAYMENTS is amended in its entirety to read as follows:

   "In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT

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Attachment: 24-1003120-01 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

a fixed fee of $337,002.83. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by Contract amendment.

5. Subsection I. of Article V ALLOWABLE COSTS AND PAYMENTS is amended in its entirety to read as follows:

   "The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $8,068,485.50."

6. The Recitals set forth above are incorporated herein by this reference.

7. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.

8. This Amendment No. 1 is effective on the date executed by SBCTA.

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

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Attachment: 24-1003120-01 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

IN WITNESS WHEREOF, the authorized Parties have signed below.

WSP USA, INC.

By: _____
Derich Sukow
Vice President

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

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Attachment: 24-1003120-01 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

Exhibit A.1

"SCOPE OF WORK"

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

INDEX

A. DESCRIPTION OF SERVICES

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F. MATERIALS TO BE FURNISHED BY SBCTA

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J. THIRD PARTY RELATIONSHIPS

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L. BASIS FOR SURVEY AND MONUMENT MARKING

M. PERSONNEL QUALIFICATIONS

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying for the water line relocation work within the Cities of Hesperia and Victorville, as required by the Project. A description of the Project is given below.

US 395 Widening Phase 2 Project

The United States Highway 395 (US-395) Phase 2 Freight Mobility and Safety Project is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Victorville, and City of Hesperia to relieve congestion and enhance the safety and operational efficiency of the corridor by constructing a continuous four-lane highway, which would improve passing opportunities and add capacity to meet future traffic volumes. The existing US-395 has two lanes within the project limits, one lane in each direction, with additional turning lanes at intersections. This Project would widen US-395 from 2 lanes to 4 lanes, with a continuous median, for a distance of approximately 7 miles between I-15 and SR-18 (Palmdale Rd) including adding a bridge over the California Aqueduct.

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

Services

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

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

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project both during early utility company relocations and during the construction phase.

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

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

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

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

B. PERFORMANCE REQUIREMENTS

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

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

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

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

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

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

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but is not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

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f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal.

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

2. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and Structures Representative to effectively manage the Project.

b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

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c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designee(s), as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

3. Construction Inspection

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

b. CONSULTANT shall perform daily on-site observations of the progress and quality

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of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (Cal-OSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring

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Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

4. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

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

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

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

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

d) New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

e) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and

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easement fences.

f) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing, Source Inspection and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing are to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Permits

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

5. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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1) Contract pay item quantities and payments
2) Contract change orders
3) Supplemental work items
4) Agency furnished materials
5) Contingency balance
6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule by keeping their own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

6. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to the design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:

1) Agreed Price
2) Adjustment in compensation to a bid item
3) Time and materials or Force Account

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

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.

d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

7. Safety

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

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

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

8. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including but not limited to pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify the completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SBCTA all Project files.

g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.

h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Summary Reports and SIQMP Monthly Reports.

3. Weekly update of all files to SBCTA Portal.

4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

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5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.

6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.

7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.

8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

9. American For Disabilities Act certification of project per Caltrans Standards.

10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.

11. Record of Survey and Right of Way Monumentations and recording with County.

12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

    a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

    b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

    c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

    When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

    d. Deliverables to the Resident Engineer shall follow the format specified below:
        1) Horizontal Control
        2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
        3) Vertical Control
        4) Alpha numeric hard copy benchmark listing with adjusted elevations

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compatible with the design datum.

5) Topography

6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method(s) used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method(s) as follows:

1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

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

4) Other — As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to ensure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

a. An on-site mobile laboratory or laboratory in close proximity to the Project will be

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required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time-effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

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

c. Drafting equipment and supplies.

d. Digital calculators.

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

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

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

h. Leveling instruments and equipment:

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

i. Distance measuring instruments and equipment:

1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus

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3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.

2) Prisms, sufficient to perform the required work.

3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.

2) Targets as required to perform the work.

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

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

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SBCTA will provide copies of all previously secured permits and Project authorizations.

3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

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

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

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange/yellow vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including working on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

1. Project Manager

   a. A minimum of six (6) years' project management experience on similar construction projects is desired.

   b. Accessible to SBCTA at all times during normal working hours.

   c. A thorough understanding of Caltrans construction practices and procedures.

   d. A thorough understanding of Cal-OSHA practices and procedures.

   e. The Project Manager will assume the following functional responsibilities:

      1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
      2) Assign personnel to projects on an as-needed basis.
      3) Administer personal leave.
      4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

   a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.

   b. Licensed Professional Civil Engineer in the State of California.

   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

   d. Accessible to SBCTA at all times including weekends and holidays.

   e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

   f. A thorough understanding of Cal-OSHA practices and procedures.

   g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

   h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

      1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
      2) Assign field personnel to specific project tasks.
      3) Monitor and track Contractor progress.
      4) Prepare daily, weekly and monthly reports as required.
      5) Coordinate utility relocations with appropriate agencies and the utility inspector.
      6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

   a. A minimum of four (4) years' experience on similar construction projects is desired.

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SBCTA at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. A thorough understanding of Cal-OSHA practices and procedures.

g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

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

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works on similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. A thorough understanding of Cal-OSHA practices and procedures.

c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

e. Ability to direct the efforts of subordinate inspectors.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Certified as a Qualified SWPPP Developer or Practitioner is desired.

h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications,

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

and special provisions on all phases of construction.

2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works on similar projects ***or*** a four-year degree in the field of civil transportation engineering is desired.

b. A thorough understanding of Cal-OSHA practices and procedures.

c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Certified as a Qualified SWPPP Developer or Practitioner is desired.

g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.

h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. A minimum or four (4) years as a Structural Representative on major public works projects.

c. Licensed Professional Civil Engineer in the State of California.

d. Knowledge of stress analysis, structural mechanics, and strength of materials.

e. A thorough understanding of Cal-OSHA practices and procedures.

f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

i. Ability to direct the efforts of subordinate inspectors.

j. Ability to use an automatic level and transit for the purpose of verifying line and grade.

k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of four (4) years of bridge design or structural construction inspection as related to Caltrans or major public works projects ***and*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

c. A thorough understanding of Cal-OSHA practices and procedures.

d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.

f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

g. Ability to use an automatic level and transit for the purpose of verifying line and grade.

h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:

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

8. Office Engineer

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

a. A minimum of four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:

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

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

10. Materials Technicians

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

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

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c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
iv. Knowledge of record keeping, preparing documents and reports.

2) CONSTRUCTION TECHNICIAN II

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a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
vii. Keeps a daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and inspections.
iii. Reviews construction plans and verifies that these are in accordance with designated specifications and other requirements.
iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.

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vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.
ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum of four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:

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

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title

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16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.
2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

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Attachment: 24-1003120-01 - Exhibit A.1 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

EXHIBIT "B.1"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
WSP USA, Inc.	Construction Management	$ 1,099,216.73
	Sub Consultants:	
TOTAL COSTS		**$ 1,099,216.73**

[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.

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Attachment: 24-1003120-01 - Exhibit B.1 (PRINT WITH AGENDA) (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

Contract Summary Sheet

General Contract Information

Contract No: 23-1002844 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 02727 Vendor Name: Epic Land Solutions, Inc.

Description: US 395 Phase 2 Right-of-Way Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	3,378,813.94	Original Contingency	$	337,881.39
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	242,091.73	Prior Contingency Released (-)	$	(242,091.73)
Current Amendment	$	-	Current Amendment	$	400,000.00
Total/Revised Contract Value	**$**	**3,620,905.67**	**Total Contingency Value**	**$**	**495,789.66**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**4,116,695.33**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12683

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Federal/Local Right of Way Services N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 03/31/2027 Revised Expiration Date: 12/31/2030

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,620,905.67	Total Contingency: $ 495,789.66
GL:	2010	40	0820	0844	53720	42101006	640	STP	1,475,231.67	95,789.66
GL:	2082	40	0820	0844	53720	42106849	640	CRRSAA	2,145,674.00	-
GL:	2082	40	0820	0844	52001	41100000	640	VV MSI MLHP	-	400,000.00
GL:									-	-
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David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002844-02 - CSS (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

AMENDMENT NO. 2 TO CONTRACT NO. 23-1002844

FOR

RIGHT-OF-WAY SERVICES FOR THE US 395 PHASE 2 WIDENING PROJECT

(EPIC LAND SOLUTIONS, INC.)

This AMENDMENT No. 2 to Contract No. 23-1002844 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Epic Land Solutions, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS

A. SBCTA, under Contract No. 23-1002844 ("Contract"), engaged the services of CONSULTANT to provide right-of-way services for the US 395 Phase 2 Widening project ("Project").

B. In July 2025, a contingency amendment in the amount of $111,438.58 was approved, increasing the Contract amount to $3,490,252.52.

C. In March 2026, Amendment No. 1 was approved to extend the Contract expiration date by one year to March 31, 2027.

D. In April 2026, a contingency amendment in the amount of $130,653.15 was approved, increasing the Contract amount to $3,620,905.67.

E. Parties desire to further amend the Contract to extend the Contract expiration date to December 31, 2030.

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

1. Subsection A. of Article IV PERFORMANCE PERIOD is amended in its entirety to read as follows:

   "This Contract shall go into effect on April 5, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on December 31, 2030, unless extended by contract amendment."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 2, all other provisions of the Contract, and the prior amendment thereto, shall remain in full force and effect.

4. This Amendment No. 2 is effective on the date executed by SBCTA.

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

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Attachment: 23-1002844-02 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

IN WITNESS WHEREOF, the authorized parties have signed below.

EPIC LAND SOLUTIONS, INC.

By: _____
Darin Hittle
Chief Executive Officer

Date: _____

By: _____
Kevin Romito
Chief Financial Officer/Secretary

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

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Attachment: 23-1002844-02 - PDF (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

Contract Summary Sheet

General Contract Information

Contract No: 25-1003266 Amendment No.: 0

Contract Class: Payable Department: Project Delivery

Vendor No.: 02843 Vendor Name: Griffith Company

Description: US 395 Phase 2 Construction

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	41,854,900.00	Original Contingency	$	6,184,980.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	3,813,282.75	Prior Contingency Released (-)	$	(3,813,282.75)
Current Amendment	$	-	Current Amendment	$	14,110,000.00
Total/Revised Contract Value	**$**	**45,668,182.75**	**Total Contingency Value**	**$**	**16,481,697.25**
		Total Dollar Authority (Contract Value and Contingency)		**$**	**62,149,880.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12683

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Federal/Local Construction N/A

Accounts Payable

Estimated Start Date: 12/01/2025 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: $ 45,668,182.75	Total Contingency: $ 16,481,697.25
GL:	4110	40	0820	0844	52005	41100000	650	VV MSI MLHP	2,322,898.31	5,979,128.69
GL:	2010	40	0820	0844	52005	42101006	650	STP	7,179,311.54	7,545,493.46
GL:	2089	40	0820	0844	52005	42109002	650	CPF	1,852,344.13	147,655.87
GL:	2704	40	0820	0844	52005	42217701	650	TCP	27,785,161.99	2,214,838.01
GL:	2550	40	0820	0844	52005	42205003	650	SHOPP	6,528,466.78	594,581.22
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

David Tan
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: 25-1003266 - CSS (12683 : US 395 Phase 2 - Contract Amendments and Contingency Increases)

Minute Action

AGENDA ITEM: 16

Date: July 1, 2026

Subject:
Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14

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

A. Approve the release of Request for Proposals (RFP) No. 26-1003457 for Beats 9 and 31 for the procurement of tow operator services for the Freeway Service Patrol (FSP) Program. The RFP for Beats 9 and 31 is scheduled to be released in July 2026.

B. Approve the release of RFP No. 26-1003459 for Beat 14 for the procurement of tow operator services for the FSP Program, anticipated to be released in October 2026.

Background:
The Freeway Service Patrol (FSP) consists of a fleet of tow trucks that patrol selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The segment of highway that the tow trucks patrol is referred to as a "Beat". Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe situation, reducing traffic congestion, and decreasing fuel consumption, vehicular emissions, and secondary incidents.

The San Bernardino County Transportation Authority (SBCTA) began FSP operations on January 3, 2006, and now has 13 primary tow trucks in operation, on seven separate Beats. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours. The morning shift, Monday through Friday, is 6:00 a.m. to 8:30 a.m. The afternoon shift is 1:30 p.m. to 6:00 p.m., Monday through Thursday; and 11:30 a.m. to 6:00 p.m. on Friday. The FSP program is managed through SBCTA staff and is supervised in the field by the California Highway Patrol. At this time, procurement of tow operations for the following service areas is needed:

- Beat 9: Interstate 10 Indian Hill (Los Angeles County Line) to Sierra Avenue
- Beat 31: State Route 210 from the Los Angeles County Line to Citrus Avenue
- Beat 14: Interstate 215 Center Street (Riverside County Line) to Devore Road

The Scopes of Work are included with this item. The successful proposer(s) will have approximately 270 days, for all three beats, from the date of award, to purchase and secure tow trucks. Long lead times are needed for these contracts due to the time currently required for tow truck operators to place orders for and receive deliveries of the necessary trucks. Tow support services for Beats 9 and 31 are scheduled to commence on October 1, 2027. Tow support services for Beat 14 are scheduled to commence on January 1, 2028.

Staff recommends approval to release Requests for Proposals No. 26-1003457 for Beats 9 and 31, and Request for Proposals No. 26-1003459 for Beat 14 to ensure no disruption of service to the motoring public.

Financial Impact:
This item is included in the adopted Budget for Fiscal Year 2026/2027 and funded with 80% State FSP funds and 20% DMV Safe funds for regular FSP services in Program 20, Commuter and Motorist Assistance.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCTA Procurement Manager and General Counsel have reviewed the item and the draft RFP.

Responsible Staff:
Rana Semaan, Management Analyst II

Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

EXHIBIT A "SCOPE OF WORK"

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

BEAT NO. 9

INTERSTATE 10 FROM INDIAN HILL BOULEVARD
(LOS ANGELES COUNTY LINE)
TO SIERRA AVENUE

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY
The purpose of the San Bernardino County Transportation Authority (SBCTA) Freeway Service Patrol (FSP) Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED January 2027):
The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp -up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 “Equipment Requirements,” as well as driver trainings and inspections in accordance with section 5.0 “Drivers.”

NTP NO. 2 (ESTIMATED October 2027):
The deliverables associated with NTP No. 2 are the start of FSP program operations.
The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists.

CONTRACTOR’s FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide “jump” starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts, or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual, as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible for operating and adhering to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterward, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP-certified Trucks for Beat No. 9 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require a Construction FSP. Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will require the authorization of SBCTA's FSP Project Manager in writing, as well as a written contingency amendment or contract amendment as appropriate. There are three types of Construction Freeway Service Patrol (CFSP) services that can occur:

1. Caltrans-requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

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FSP HOURS OF OPERATION
FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE MEETING
CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning, but not limited to: scope, services, schedule, safety, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the CHP contract for dispatching service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible for adhering to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 9 are the I-10 Indian Hill (Los Angeles County Line) to Sierra Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers are permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or physical barrier separating public access from the tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair costs for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old, with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification shall be at the consensus of FSP Management. The age limit for a FSP truck shall be no longer than five (5) years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) (both US and California) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State, and Federal laws applicable to that truck, and as outlined in the Request for Proposals (RFP).

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one-minute increments for ALL service time lost. The CONTRACTOR will be required to have an FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 9 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (including the hood, fenders, doors, boom, and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be in a bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind, or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy are highly recommended to be discussed with the FSP CHP officers prior to implementation, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisements, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and it is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle, as well as an inventory of the required equipment, prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the Contract.

At times, equipment such as an "outside speaker," a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

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Attachment: RFP26-1003457 FSP Beat 9 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or an FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

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In the event that an FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be

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returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated, and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note that email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicates various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR’s responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR’S facility. Any other location is not permitted.

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CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If, upon inspection, SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTOR'S monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

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FSP Driver Certification Requirements

The following are required to be completed before the issuance of a California Tow Truck FSP Driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and a criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a Livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract**. The cost of the Livescan and Driver's License will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.
Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.

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- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record on the Tablet Computer for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of ongoing training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

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A detachable brass or gold-colored nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; the nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate**. An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproof material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long-sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual to ensure it follows the most recent Driver equipment requirements.

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FSP UNIFORM PHOTO EXAMPLES








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7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
9	I-10 Indian Hill (Los Angeles County Line) to Sierra Avenue	16.7	2	1

Please refer to Attached Map of Beat No. 9 area

Beat 9 is currently scheduled to operate from 6:00 a.m. to 8:30 a.m. and from 1:30 p.m. to 6:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 11:30 a.m. to 6:00 p.m.

FSP Beat No. 9 requires two (2) Primary FSP Certified **Wheel lift** Tow Trucks and one (1) Primary FSP Certified Back-up Tow Truck available during all FSP operational service hours.

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9.0 BEAT MAP



1-10 from Indian Hill Boulevard (Los Angeles County line) to Sierra Avenue

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10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,376 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services" on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 Indian Hill (Los Angeles County Line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: I-15 from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 9 is the priority Beat for this RFP, which means that should a primary truck go down; the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the CFSP. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

SBCTA reserves the right to change Beat hour, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

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11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

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Attachment: RFP26-1003457 FSP Beat 31 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

EXHIBIT A "SCOPE OF WORK"

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BEAT NO. 31

STATE ROUTE 210 LOS ANGELES COUNTY LINE
TO
CITRUS AVENUE

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY
The purpose of the San Bernardino County Transportation Authority (SBCTA) Freeway Service Patrol (FSP) Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED JANUARY 1, 2027):
The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements," as well as drivers' training and inspections in accordance with section 5.0 "Drivers.

NTP NO. 2 (ESTIMATED OCTOBER 1, 2027):
The deliverables associated with NTP No. 2 are the start of FSP program operations.
The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists.

CONTRACTOR’s FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide “jump” starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required.

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The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual, as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible for operating and adhering to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterward, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Truck for Beat No. 31 is one (1) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will require the authorization of SBCTA's FSP Project Manager in writing as well as a written contingency amendment or contract amendment as appropriate.

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There are three types of Construction Freeway Service Patrol (CFSP) services that can occur:

1. Caltrans-requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative Agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are scheduled from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning, but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the CHP contract for dispatching service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible for adhering to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

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3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 31 are State Route (SR) 210 from Los Angeles County Line to Citrus Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers are permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, the CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or physical barrier separating public access from the tow yard, security system, sufficient lighting, and security cameras where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification shall be at the consensus of FSP Management. The age limit for a FSP truck shall be no longer than five (5) years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. -E PATROL CONTRACT OPERATION 818FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) (both US and California) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT

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and CARB, as well as all Local, State, and Federal laws applicable to that truck, and as outlined in the Request for Proposals (RFP).

Prior to the commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and the CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one-minute increments for ALL service time lost. The CONTRACTOR will be required to have an FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 31 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (including the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind, or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

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SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

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WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as an inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the Contract.

At times, equipment such as an "outside speaker," a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing, or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

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With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or an FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

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In the event that an FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.
Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.
It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment
Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair

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fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated, and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note that email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicates various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be

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with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If, upon inspection, SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTOR'S monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

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6.0 DRIVERS

All Drivers shall be required to have a safe driving record and a valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and a criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a Livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract**. The cost of the Livescan and Driver's License will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

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Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record on the Tablet Computer for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of ongoing training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

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A detachable brass or gold-colored nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; the nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate**. An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproof material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type caps, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long-sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual to ensure it follows the most recent Driver equipment requirements.

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Attachment: RFP26-1003457 FSP Beat 31 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

FSP UNIFORM PHOTO EXAMPLES








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7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with the CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles, or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45-minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
31	R-210 Los Angeles County Line to Citrus Avenue	14.1	1	1

Please refer to the attached Map of Beat No. 31 area.

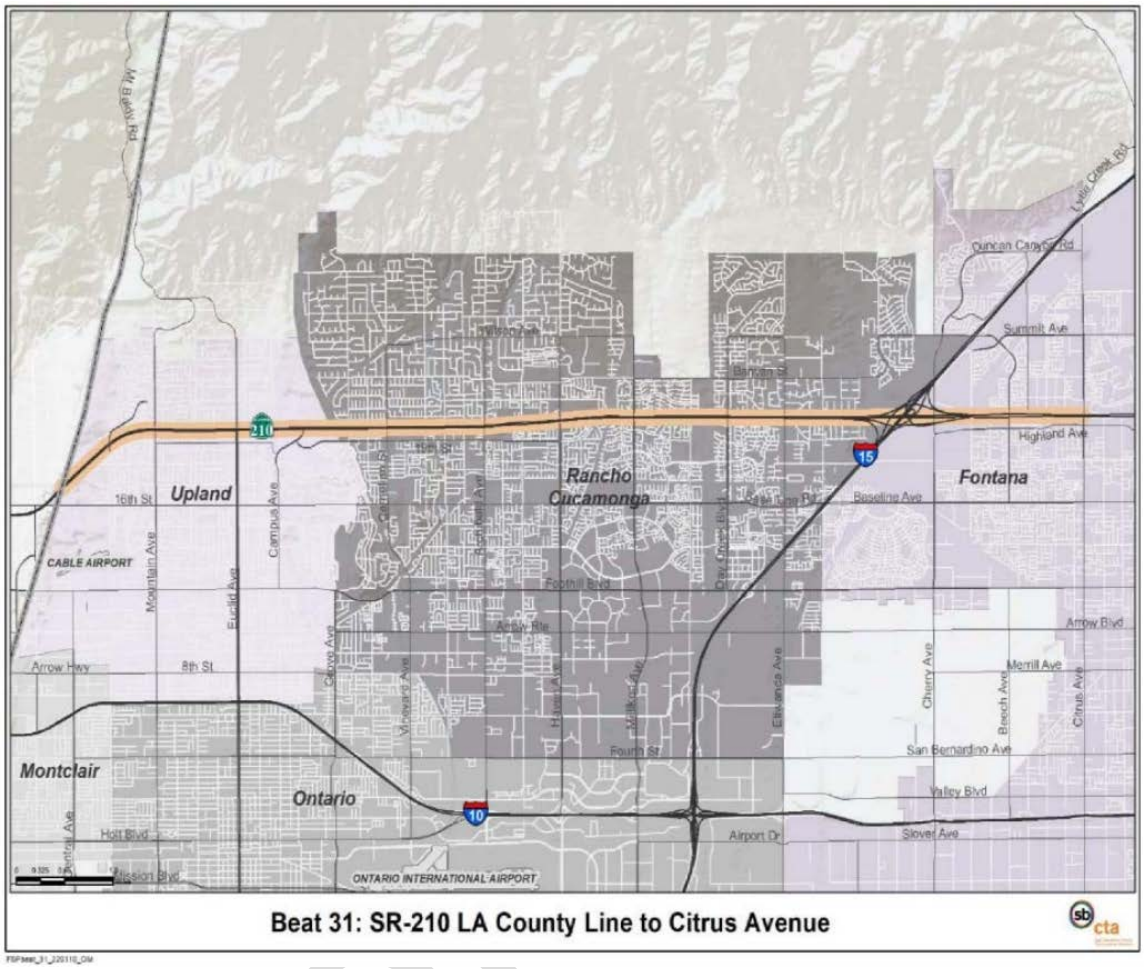
Beat 31 is currently scheduled to operate from 6:00 a.m. to 8:30 a.m. and from 1:30 p.m. to 6:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 11:30 a.m. to 6:00 p.m.

FSP Beat No. 31 requires one (1) Primary FSP-Certified Tow Truck and one (1) Primary FSP Certified Back-up Tow Truck available during all FSP operational service hours. One (1) truck shall operate on SR 210 from Los Angeles County Line to Citrus Avenue.

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9.0 BEAT MAP



Beat 31: SR-210 LA County Line to Citrus Avenue

Attachment: RFP26-1003457 FSP Beat 31 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,376 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services" on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: I-15 from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 31 is the priority Beat for this RFP, which means that should a primary truck go down; the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the CFSP. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

SBCTA reserves the right to change Beat hour, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

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11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

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Attachment: RFP26-1003457 FSP Beat 31 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

EXHIBIT A "SCOPE OF WORK"

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BEAT NO. 14

INTERSTATE 215 (1-215) CENTER STREET
FROM RIVERSIDE COUNTY LINE
TO DEVORE ROAD

1.0 SUMMARY SCOPE OF WORK

FSP PROGRAM PURPOSE SUMMARY
The purpose of the San Bernardino County Transportation Authority (SBCTA) Freeway Service Patrol (FSP) Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED APRIL, 2027):
The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 “Equipment Requirements,” as well as driver trainings and inspections in accordance with section 5.0 “Drivers.”

NTP NO. 2 (ESTIMATED JANUARY, 2028):
The deliverables associated with NTP No. 2 are the start of FSP program operations.
The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists.

CONTRACTOR’s FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide “jump” starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required.

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The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts, or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual, as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible for operating and adhering to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterward, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 14 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will require the authorization of SBCTA's FSP Project Manager in writing as well as a written contingency amendment or contract amendment as appropriate.

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There are three types of Construction Freeway Service Patrol (CFSP) services that can occur:

1. Caltrans-requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative Agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP TAC meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the CHP contract for dispatching service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible for adhering to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

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3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 14 are Interstate 215 Center Street (Riverside County Line) to Devore Road. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the Scope of Work.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers are permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, the CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or a physical barrier separating public access from the tow yard, a security system, sufficient lighting, and security cameras where vehicles are stored, such as in a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification shall be at the consensus of FSP Management. The age limit for a FSP truck shall be no longer than five (5) years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. -E PATROL CONTRACT OPERATION 818FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) (both US and California) compliant, as well as California Air Resources Board (CARB) compliant. This includes

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an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State, and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to the commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and the CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one-minute increments for ALL service time lost. The CONTRACTOR will be required to have an FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 14 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (including the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind, or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy are highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

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SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

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WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as an inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the Contract.

At times, equipment such as an "outside speaker," a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing, or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

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Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or an FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

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In the event that an FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period. Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair

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fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated, and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note that mail is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicates various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be

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with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If, upon inspection, SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTOR'S monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

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6.0 DRIVERS

All Drivers shall be required to have a safe driving record and a valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and a criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a Livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract**. The cost of the Livescan and Driver's License will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

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Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record on the Tablet Computer for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of ongoing training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

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A detachable brass or gold-colored nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; the nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate**. An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproof material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long-sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual to ensure it follows the most recent Driver equipment requirements.

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Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

FSP UNIFORM PHOTO EXAMPLES








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7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with the CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45-minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
14	Interstate 215 (I-215) Riverside County Line to Devore Road	10.02	2	1

Please refer to attached Map of Beat No. 14 area.

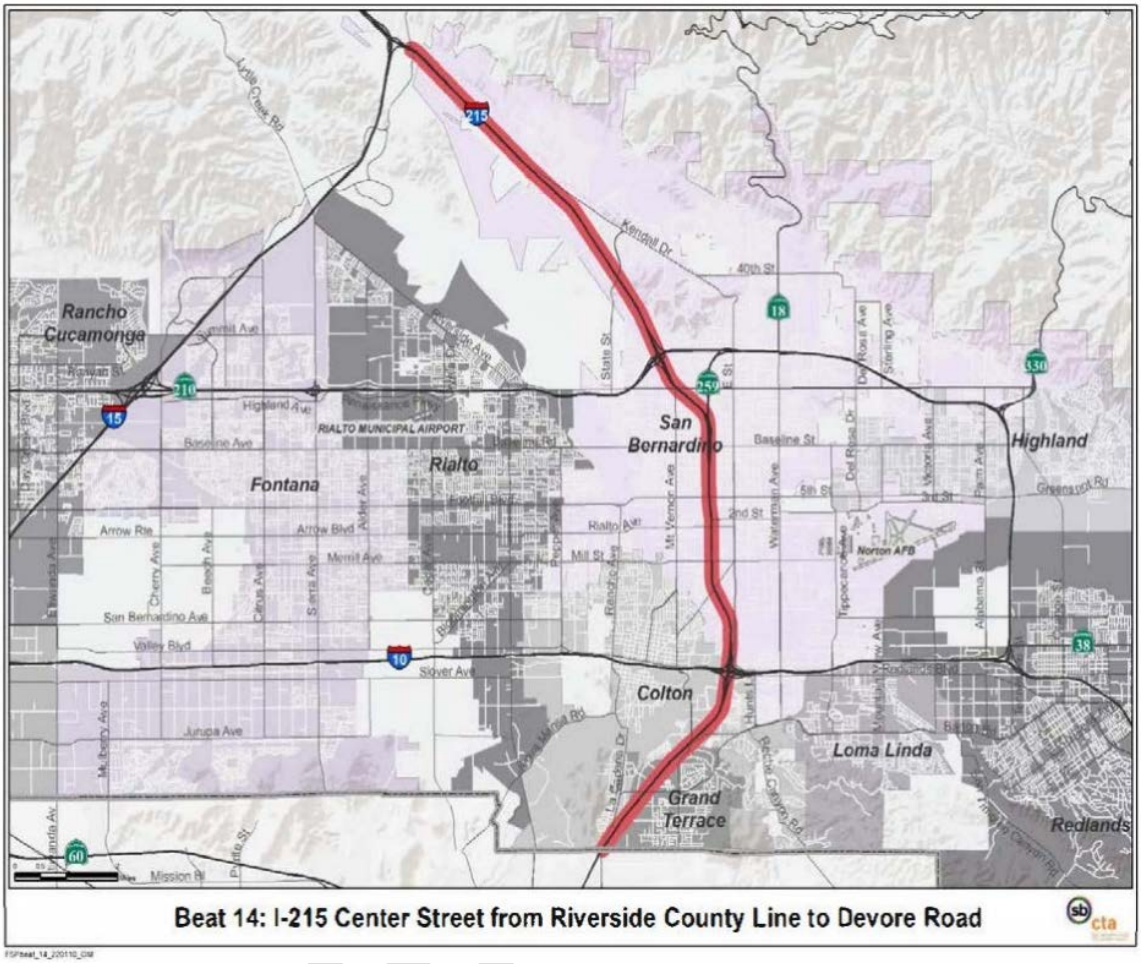
Beat 14 is currently scheduled to operate from 6:00 a.m. to 8:30 a.m. and from 1:30 p.m. to 6:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 11:30 a.m. to 6:00 p.m.

FSP Beat No. 14 requires two (2) Primary FSP Certified **Wheel lift** Tow Trucks and one (1) Primary FSP Certified Back-up Tow Truck available during all FSP operational service hours.

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Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

9.0 BEAT MAP



Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,376 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services" on an as-needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: I-15 from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 14 is the priority Beat for this RFP, which means that should a primary truck go down, the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding CFSP. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

SBCTA reserves the right to change Beat hours, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

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Attachment: RFP26-1003459 FSP Beat 14 SOW (12686 : Release of RFP No. 26-1003457 for Beats 9 & 31 and RFP No. 26-1003459 for Beat 14)

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract, with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

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Minute Action

AGENDA ITEM: 17

Date: July 1, 2026

Subject:
Award Freeway Service Patrol Contract No. 26-1003436 for FSP Beat 5 and Contract No. 26-1003435 for FSP Beat 27

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Award Contract No. 26-1003436 to Carpe Carma LLC dba Pomona Valley Towing for Freeway Service Patrol (FSP) services along Beat 5, from March 1, 2027, through February 29, 2032, for a not-to-exceed amount of $2,854,484, to be funded with Department of Motor Vehicle (DMV) Service Authority Freeway Emergency (SAFE) and State FSP funds.

B. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 26-1003436 for possible extra work, such as construction support and/or additional beat coverage on an as-needed basis, to be released as necessary, in accordance with SBCTA Contracting and Procurement Policy No. 11000 to be funded with DMV SAFE and State FSP funds.

C. Award Contract No. 26-1003435 to Royal Coaches Auto Body and Towing, Inc. for FSP services along Beat 27, from March 1, 2027, through February 29, 2032, for a not-to-exceed amount of $1,671,640, to be funded with to be funded with DMV SAFE and State FSP funds.

D. Approve a contract contingency for a not-to-exceed amount of $743,350 for Contract No. 26-1003435 for possible extra work, such as construction support and/or additional beat coverage on an as-needed basis, to be released as necessary, in accordance with SBCTA Contracting and Procurement Policy No. 11000 to be funded with DMV SAFE and State FSP funds.

Background:
The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a "Beat". The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has seven separate Beats in operation, assisting more than 6,000 motorists each month.

Prior to the release of the Request for Proposals (RFP), staff performed outreach that consisted of emailing flyers as well as sending hard copies to more than 50 tow operators in the San Bernardino area to promote the available Beats, with the goal of increasing the participation of tow operators in the SBCTA FSP Program.

These efforts helped bring knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, more companies are now aware and can better prepare for future opportunities.

On March 4, 2026, RFP No. 26-1003435 for Beat 5 and Beat 27 was released to cover the following areas:

1. Beat 5: State Route 60 Reservoir Street (Los Angeles County line) to Milliken Avenue
2. Beat 27: Interstate 15 from Sierra Avenue to Oak Hill Road

The RFP was sent electronically to approximately 60 consultants and contractors registered on PlanetBids. The solicitation was downloaded by 15 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services.

A Pre-Proposal meeting took place on March 12, 2026, and was attended by four firms. A Question and Answer period was open through March 19, 2026.

Three proposals for Beat 5 and one proposal for Beat 27 were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Professional and found all firms responsive. Additionally, pertaining to Beat 27 only receiving one proposal, the Procurement Professional conducted outreach to firms that downloaded the RFP but did not submit a proposal and, in the findings, discovered that firms did not feel they had adequate experience in comparison to firms who had existing experience, while another stated they downloaded the RFP for consulting purposes only. Others were looking for a more local region for familiarity, or were unsure how to handle pricing and will be doing research for potential future opportunities.

The Evaluation Committee that reviewed the proposals consisted of one representative from the California Highway Patrol local office, one staff member from Riverside County Transportation Commission, and two staff members from SBCTA. Each evaluator independently reviewed and scored the proposals based on the following criteria:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies, and review of client references.
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment.
3. Work Plan - depth of Proposer’s understanding of requirements and overall quality of work plan, ability to recruit and retain drivers, and ability to meet backup vehicle requirements.
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with the marketplace of the same or similar services.

Carpe Carma LLC dba Pomona Valley Towing, ranked number one for FSP Beat 5. They have extensive experience with law enforcement tow programs. They emphasized the importance of maintaining high standards and providing great customer service. In addition, they received excellent references. The firm clearly demonstrated a thorough understanding of the Scope of Work (SOW), proposed an overall solid team, and has demonstrated exceptional experience.

Royal Coaches Auto Body and Towing, Inc. was the only proposer for FSP Beat 27. They have experience with law enforcement tow programs. They emphasized the importance of maintaining high standards and providing great customer service. In addition, they received excellent references. The Evaluation Committee considered the proposal received for Beat 27 to be responsive and responsible and recommends that the contract to perform the SOW outlined in the RFP for Beat 27 be awarded to Royal Coaches Autobody and Towing, Inc.

Staff recommends the award of Contract No. 26-1003436 to Carpe Carma LLC dba Pomona Valley Towing, for FSP Beat 5 and Contract No. 26-1003435 to Royal Coaches Auto Body and Towing, Inc. for FSP Beat 27, respectively.

Staff is also recommending the SBCTA Board of Directors (Board) approve a contingency in the amount of $743,350 for each of the contracts for possible extra work, such as construction support, including but not limited to an anticipated 765 weekend hours and/or additional beat coverage on an as-needed basis. When it is determined that Extra Work is needed, then staff will coordinate with the project team to determine the best hours of operation needed for these services. The contingency will be released as necessary, in accordance with SBCTA's Contracting and Procurement Policy No. 11000.

Upon SBCTA Board approval, the contracts will be executed, and mobilization will start in July 2026, with full FSP service for FSP Beats 5 and 27 starting on March 1, 2027. The approval of these contracts will ensure no disruption of service to the motoring public.

Financial Impact:
This item is included in the adopted Budget for Fiscal Year 2026/2027 and funded with 80% State FSP funds and 20% DMV Safe funds for regular FSP services in Program 20, Commuter and Motorist Assistance.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contracts.

Responsible Staff:
Rana Semaan, Management Analyst II

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 26-1003436 Amendment No.:

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03014 Vendor Name: Carpe Carma LLC DBA Pomona Valley Towing

Description: Freeway Service Patrol (FSP) Beat 5

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	2,854,484.00	Original Contingency	$	743,350.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**2,854,484.00**	**Total Contingency Value**	**$**	**743,350.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**3,597,834.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12687

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

State/Local Freeway Service Patrol N/A

Accounts Payable

Estimated Start Date: 03/01/2027 Expiration Date: 02/29/2032 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 2,854,484.00	Total Contingency: $ 743,350.00
GL:	2810	15	0704	0000	52001	42212001		DMV Safe	570,896.80	148,670.00
GL:	2820	15	0704	0000	52001	42213020		FSP Grant	$ 380,597.87	594,680.00
GL:	2702	15	0704	0170	52001	42217720		FSP Grant	$ 380,597.87	-
GL:	2702	15	0704	0171	52001	42217720		FSP Grant	$ 380,597.87	-
GL:	2702	15	0704	0170	52001	42217724		FSP Grant	$ 380,597.87	-
GL:	2702	15	0704	0171	52001	42217724		FSP Grant	$ 380,597.86	-
GL:	2702	15	0704	0000	52001	42217729		FSP Grant	$ 380,597.86	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Rana Semaan
Project Manager (Print Name)

Josh Lee
Task Manager (Print Name)

Additional Notes: Contract will be managed by the AQMP Program, but funded by toll revenues.

Attachment: 26-1003436 CSS (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

CONTRACT NO. 26-1003436

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CARPE CARMA LLC DBA POMONA VALLEY TOWING

FOR

FREEWAY SERVICE PATROL BEAT 5

This contract (referred to as "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 Carpe Carma LLC dba Pomona Valley Towing ("CONTRACTOR"), whose address is 1731 E. Mission Boulevard, Pomona, California 91766. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

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RECITALS:

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

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

WHEREAS, CONTRACTOR 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 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR 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.

Attachment: 26-1003436 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification), and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of the first of the following two written Notices To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through February 28, 2032, or until otherwise terminated, unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

ARTICLE 3. COMPENSATION

3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work identified herein and in compliance with all the terms and conditions of this Contract, shall be on an FSP Time & Materials basis for all obligations incurred in, or applied to, CONTRACTOR's performance of Work, for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is Two Million, Eight Hundred Fifty-Four Thousand, Four Hundred Eighty-Four Dollars ($2,854,484). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate

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CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:

3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.

3.3.2 Non-Penalized Downtime: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".

3.3.3 Penalized Downtime: Assessed at five (5) times the hourly rate, broken down into one-minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".

3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.

3.4 INTENTIONALLY OMITTED

3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.

3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

ARTICLE 4. INVOICING

4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

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4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include a request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

4.4 INTENTIONALLY OMITTED

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable Contract Task Order (CTO), nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 INTENTIONALLY OMITTED

4.7 INTENTIONALLY OMITTED

4.8 Refer to Article 50.

4.9 **EXTRA WORK:** At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP (CFSP) services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to $25,000.00 will be

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subject to prior verification of then-existing contract authority and must be pursuant to the SBCTA Project Manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above $25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS:** At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. Assignment of a CONTRACTOR to provide coverage on another Beat is considered Extra Work, and the CONTRACTOR is required to follow all FSP operational rules, policies, and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be the contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with California Highway Patrol (CHP) and SBCTA;
- There are funds available to cover the cost of providing the coverage;
- CONTRACTOR should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section.

4.11 **CONSTRUCTION FSP:** CFSP services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 and requires the written authorization of SBCTA's Project Manager and/or a written contingency amendment or contract amendment, as appropriate. There are three types of CFSP services that can occur:

1. California Department of Transportation (Caltrans) -requested CFSP: Caltrans-led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

CFSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site and is notified of a cancellation with less than 24-hours' notice, the CONTRACTOR will be compensated for three (3) hours of the agreed-upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

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For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

INTENTIONALLY OMITTED

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR 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 CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. 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 CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

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

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

9.1 CONTRACTOR 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. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

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9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any State or Federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR 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. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

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

10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

10.3 Damage Complaint Review Committee – The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.

10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR 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 CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

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ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to address any difficulties or problems encountered with SBCTA-owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:

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

12.1.2 Provision of written information to CONTRACTOR which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.

12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

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

12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

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12.2.7 Approves any demand or claims for additional payment.

12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.

12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

12.5 CONTRACTOR 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 CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR 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 CONTRACTOR, SBCTA shall:

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

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 During the term of this Contract, CONTRACTOR 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, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONTRACTOR 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.

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14.2 The CONTRACTOR 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, CONTRACTOR 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 15. CONFLICT OF INTEREST

CONTRACTOR 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. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 16. 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, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel is:

Name	Job Classification/Function
Marc Weiss	FSP Administrator
Edward Carpinelli	FSP Asset Management
Mary Lacy	FSP Operations Manager
Juan Gutierrez	FSP Operations Manager

ARTICLE 17. REPRESENTATIONS

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

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

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18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SBCTA.

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

18.4 CONTRACTOR 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.

18.5 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.

18.6 CONTRACTOR, its employees and agents shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information and/or Sensitive Security Information will be required to execute a Confidentiality Agreement.

ARTICLE 19. TERMINATION

19.1 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 CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.

19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share

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of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

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

19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR 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 CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA-owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA-owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation 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 CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

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ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – 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 CONTRACTOR or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR 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.

22.1.2 Garage Liability/Commercial General Liability(CGL) - The policy must include the following:

- CONTRACTOR shall maintain 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 be appropriate for the CONTRACTOR's business and at a minimum shall 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 the 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 for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $1,000,000 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 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

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- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance. If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the CGL policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than $1,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance.
- Coverage must include scheduled autos, hired or non-owned autos.
- Garage Keepers liability shall be provided under this policy or the CGL policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or $300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage. - The policy must include, or a stand-alone policy must be issued, that includes the following:
    - $100,000 Limit.
    - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions or depreciation costs.
    - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

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22.1.5 Pollution Liability. - The policy must include the:

- $1,000,000 per claim or occurrence limits/$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 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-VII 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.

22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance, shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name SBCTA, CHP, Caltrans, and their respective officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted 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 SBCTA to the full extent provided by the policy.

22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will 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

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SIR is greater than $50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The CONTRACTOR's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONTRACTOR's deductible or SIR.

22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR, with the exception of Professional Liability and Workers' 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 CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other contractor, consultant, subcontractor or subconsultant performing work or rendering services on behalf of SBCTA, in connection with the implementation of the Project. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this Contract 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 CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

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

22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein

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is a material breach of contract. In the event the CONTRACTOR 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 CONTRACTOR's coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligations 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 CONTRACTOR 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 CONTRACTOR of their obligations to exercise due care in the performance of its duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

22.2.9 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.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 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.

22.2.12 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in the contract.

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED

23.2 For all Work and obligations under this Contract, CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, CHP and Caltrans and their respective authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an indemnified party on account of any Claim, except where such indemnification is prohibited by law.

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This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to an indemnified party's "active" as well as "passive" negligence but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

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

ARTICLE 25. OWNERSHIP OF DOCUMENTS

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

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR 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 CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. 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.

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ARTICLE 30. 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 31. FEDERAL, STATE, AND LOCAL LAWS

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

ARTICLE 32. PRECEDENCE

32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures (SOP) Manual issued by the CHP, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.

32.2 The following order of precedence shall apply: first, the Contract Articles; second, the SOP Manual; third, Exhibits A, B, and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

32.3 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, CONTRACTOR 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 33. COMMUNICATIONS AND NOTICES

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

To CONTRACTOR	**To SBCTA**
1731 E. Mission Boulevard	**1170 W. 3rd Street, 2nd Floor**
Pomona, CA 91766	**San Bernardino, CA 92410-1715**
Attn: Mary Lacy	**Attn: Rana Semaan**

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Email: pvtowmary@gmail.com	**Email: rsemaan@gosbcta.com**
Cc: Juan Gutierrez	**Cc: Procurement Manager**
Phone:(909) 623-1487	**Phone: (909) 884-8276**
Email: juangutierrez.pvt@aol.com	**Email: procurement@gosbcta.com**

ARTICLE 34. DISPUTES

34.1 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, costs, expenses, work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR 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 CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction, in accordance with Article 30 of this Contract.

34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

CONTRACTOR, 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 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR 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 CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

See Article 18.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430.1 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a criminal history check and driver's license check. Only after a

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completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the criminal history check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, State, and Federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

CONTRACTOR 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 42. ASSIGNMENT

CONTRACTOR 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 43. 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 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR 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 CONTRACTOR for the purpose of

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securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR 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 CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTRACTOR to perform or failure of CONTRACTOR 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 CONTRACTOR.

ARTICLE 47. WARRANTY

CONTRACTOR 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, CONTRACTOR shall take the necessary actions to correct the breach at CONTRACTOR's sole expense. If CONTRACTOR does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONTRACTOR shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 48. ENTIRE DOCUMENT

48.1 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.

48.2 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 CONTRACTOR hereby stipulates that it has not relied, and will not rely, on the same.

48.3 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 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

DRAFT

Attachment: 26-1003436 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

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

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

DRAFT

Attachment: 26-1003436 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

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

CARPE CARMA LLC DBA POMONA VALLEY TOWING

By: _____

Marc A. Weiss
Managing Member

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Joe Baca, Jr.
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____

Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 26-1003436 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

EXHIBIT A "SCOPE OF WORK"

BEAT NO. 5

STATE ROUTE (SR) 60 RESERVOIR STREET (LOS ANGELES COUNTY LINE) TO MILLIKEN AVENUE

1.0 SUMMARY SCOPE OF WORK (SOW)

FSP PROGRAM PURPOSE SUMMARY
The purpose of the San Bernardino County Transportation Authority (SBCTA) Freeway Service Patrol (FSP) Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the risk of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED JULY 2026):
The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements," as well as driver trainings and inspections in accordance with section 5.0 "Drivers."

NTP NO. 2 (ESTIMATED MARCH 2027):
The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists. FSP services for Beats 5 and 27 are scheduled to begin on Monday, March 1, 2027.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms, and any FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts, or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual, as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible for operating and adhering to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterward, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP-certified Trucks for Beat No. 5 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a City, and/or Caltrans will have construction projects on the highways that may require a Construction FSP. Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will require the authorization of SBCTA's FSP Project Manager in writing, as well as a written contingency amendment or contract amendment as appropriate. There are three types of Construction Freeway Service Patrol (CFSP) services that can occur:

1. Caltrans-requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative Agreement. These projects will also require the issuance of an executed Caltrans Cooperative Agreement and Caltrans task order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

FSP HOURS OF OPERATION

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (if applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

CONTRACTOR or its designated management-level representative shall attend the required FSP TAC meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning, but not limited to: scope, services, schedule, safety, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the CHP contract for dispatching service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible for adhering to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 5 are at SR 60 from Reservoir Street (LA County Line) to Milliken Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (e.g., the length of the Beat) and Beat hours to better accommodate demand for the service.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers are permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, the CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or a physical barrier separating public access from the tow yard, a security system, sufficient lighting, and security cameras for the area where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair costs for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old, with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification shall be at the consensus of FSP Management. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) (both US and California) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State, and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and the CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one-minute increments for ALL service time lost. The CONTRACTOR will be required to have an FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 5 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (including the hood, fenders, doors, boom, and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be in a bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind, or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy are highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisements, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and it is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

WHEEL LIFT

Minimum GVWR: 14,000 lbs.	"L" Arms
Wheel Lift Assembly: Rated 4,000 Pounds-Extended	Cradle / Straps/ Chains
Pivot Pin	Claw
(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
4-Ton Boom Assembly (if equipped)	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
Sling Assembly; Rating: 4,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps)
One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle, as well as an inventory of the required equipment, prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP-related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the Contract.

At times, equipment such as an "outside speaker," a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR's invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors, and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing, or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards," the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up, and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period. Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans, or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight, and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. SBCTA shall pay for the repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices, which are currently Verizon Push to Talk Plus devices,*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated, and a Driver who is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note that email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicates various operational messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR’s responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR’S facility. Any other location is not permitted.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If, upon inspection, SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area, or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician who will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from the payment of the CONTRACTOR's monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and a valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

FSP Driver Certification Requirements

The following are required to be completed before the issuance of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and a criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and that the applicant's point count is within the standards set forth in the SOP.
13. The criminal history check will consist of a Livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract**. The cost of the Livescan and driver's license will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.
Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift, and at the end of the shift.

The Driver shall also be required to complete an assist record on the Tablet Computer for each incident.

The Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. The Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms the Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible, and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours of refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of ongoing training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This required reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

A detachable brass or gold-colored nameplate shall be worn with the first initial of the first name and the full last name of the Driver. Letters shall not exceed ½" tall; the nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate**. An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toes.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproof material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type caps, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long-sleeve shirt under the vest. A picture of the uniform is provided toward the end of this SOW.

CONTRACTOR should refer to the most current SOP Manual to ensure it is following the most recent Driver equipment requirements.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

FSP UNIFORM PHOTO EXAMPLES








Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with the CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles, or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45-minute request, regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner, and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Trucks in both AM and PM	No. of FSP certified Back-Up Tow Trucks
5	SR 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue	9.96	2	1

Please refer to Attached Map of Beat No. 5 area.

Beat No. 5 is currently scheduled to operate from 6:00 a.m. to 8:30 a.m. and from 1:30 p.m. to 6:00 pm (Monday through Thursday). On Fridays, the PM shift begins at 11:30 a.m. and ends at 6:00 p.m.

FSP Beat No. 5 requires two (2) Primary FSP Certified **Wheel lift** Tow Trucks and one (1) Primary FSP Certified Back-up Tow Truck available during all FSP operational service hours.

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

9.0 BEAT MAP



Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year are estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate "Extra Work" Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services" on an as-needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or the number of weekend trucks is not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR 60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: Interstate 215 Center Street from the Riverside County line to Devore Road
5. Beat 23: Interstate 15 (I-15) from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR 210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 5 is the priority Beat for this RFP, which means that should a primary truck go down, the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall adhere to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the CFSP. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to the CFSP "Extra Work" projects.

SBCTA reserves the right to change the Beat hour, the length of the Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract, with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

Attachment: 26-1003436 - Exhibit A - Scope of Work Beat 5 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Exhibit B
Contract: 26-1003436
Compensation and Payment
Overview Contract No. 26-1003436 with Pomona Valley Towing, for Beat 5
Beat 5 Term
NTP I: July 2026-February 28, 2027
NTP II: March 1, 2027-February 29, 2032
Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

NTP I July 2026-February 28, 2027						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Moblization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	**ESTIMATED BASELINE HOURS**	**ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL**	**7% MORE HOURS**	**ESTIMATED TOTAL HOURS**	**HOURLY RATE**	**NOT-TO EXCEED AMOUNT**
July,2026-February 28, 2027	**N/A**	**N/A**	**N/A**	**N/A**	**$0.00**	**$0**

BEAT 5- FSP SUPPORT NTP II March 1, 2027-February 29, 2032 Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	**ESTIMATED BASELINE HOURS**	**ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval***	**7% MORE HOURS**	**ESTIMATED TOTAL HOURS (1 Truck)**	**HOURLY RATE**	**NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)**
YEAR 1: FY 26/27-FY 27/28 (03/1/27-02/29/28)	1,978	0	138	2,116	$129.00	$545,928
YEAR 2: FY 27/28-FY 28/29 (03/1/28-02/28/29)	1,978	0	138	2,116	$129.00	$545,928
YEAR 3: FY 28/29-FY 29/30 (03/1/29-02/28/30)	1,978	0	138	2,116	$129.00	$545,928
YEAR 4: FY 29/30-FY 31/32 (03/1/30-02/28/31)	1,978	0	138	2,116	$143.75	$608,350
YEAR 5: FY 31/32-FY 32/33 (03/1/31-02/29/32)	1,978	0	138	2,116	$143.75	$608,350
CONTRACT TOTAL	**9,890**	**0**	**692**	**10,582**		**$2,854,484**

NTP II YEAR 1-3
EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES
Extra Time: $(2.15) per minute
Non-Penalized Down Time: $(2.15) per minute
Penalized Down Time: $(6.45) Per Minute

NTP II YEAR 4-5
EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES
Extra Time: $(2.4) per minute
Non-Penalized Down Time: $(2.4) per minute
Penalized Down Time: $(7.2) Per Minute

WEEKEND HOURS, EXTRA WORK HOURS, CFSP CALTRANS LED, AND SBCTA LED SUPPORT PROJECTS ARE NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL

Attachment: 26-1003436 Exhibit B (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

EXHIBIT C – PENALTIES

Attachment: 26-1003436 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

EXHIBIT C
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks (Beat 5) and one (1) primary and one (1) back-up (flat bed) tow trucks (Beat 27) "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one-minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift (Beat 5) or Flat Bed (Beat 27) Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift; the penalty for the forty-five (45) minute period will be calculated in one-minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (three (3) times the hourly contract rate in one-minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged.	$100.00 per day of no response

Attachment: 26-1003436 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

	It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from Contractor's invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the Contractor's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of SBCTA.
5.0 G	Duplicate customer unique digit survey number >10%	$50 and up. Case by case basis as determined by FSP Program Managers (collectively, SBCTA, CHP and Caltrans).

Attachment: 26-1003436 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Contract Summary Sheet

General Contract Information

Contract No: 26-1003435 Amendment No.:

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body and Towing, Inc.

Description: Freeway Service Patrol Beat No. 27

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	1,671,640.00	Original Contingency	$	743,350.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,671,640.00**	**Total Contingency Value**	**$**	**743,350.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**2,414,990.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12687

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

State/Local Freeway Service Patrol N/A

Accounts Payable

Estimated Start Date: 03/01/2027 Expiration Date: 02/29/2032 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 1,671,640.00	Total Contingency: $ 743,350.00
GL:	2810	15	0704	0000	52001	42212001		Safe	334,328.00	148,670.00
GL:	2820	15	0704	0000	52001	42213020		FSP Grant	222,885.33	594,680.00
GL:	2702	15	0704	0170	52001	42217720		FSP Grant	222,885.33	-
GL:	2702	15	0704	0171	52001	42217720		FSP Grant	222,885.33	-
GL:	2702	15	0704	0170	52001	42217724		FSP Grant	222,885.33	-
GL:	2702	15	0704	0171	52001	42217724		FSP Grant	222,885.34	-
GL:	2702	15	0704	0000	52001	42217729		FSP Grant	222,885.34	-
GL:									-	-
GL:									-	-
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GL:									-	-
GL:									-	-

Rana Semaan
Project Manager (Print Name)

Josh Lee
Task Manager (Print Name)

Additional Notes:

Attachment: 26-1003435 CSS (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

CONTRACT NO. 26-1003435

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ROYAL COACHES AUTO BODY AND TOWING, INC.

FOR

FREEWAY SERVICE PATROL BEAT 27

This contract (referred to as "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 Royal Coaches Auto Body and Towing ("CONTRACTOR"), whose address is 14827 Ramona Boulevard, Baldwin Park, California 91706. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

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RECITALS:

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

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

WHEREAS, CONTRACTOR 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 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment, and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR 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.

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1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification), and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of the first of the following two written Notices To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through February 29, 2032, or until otherwise terminated, unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

ARTICLE 3. COMPENSATION

3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work identified herein and in compliance with all the terms and conditions of this Contract, shall be on an FSP Time & Materials basis for all obligations incurred in, or applied to, CONTRACTOR's performance of Work, for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is One Million, Six Hundred Seventy-One Thousand, Six Hundred Forty Dollars ($1,671,640). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

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3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:

3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.

3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".

3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one-minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".

3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.

3.4 INTENTIONALLY OMITTED

3.5 The Cost Principles and Procedures set forth in Title 48 (48) of the Code of Federal Regulations (CFR), Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine the allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.

3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

ARTICLE 4. INVOICING

4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

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4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, description, and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include a request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted that fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be emailed to SBCTA at the following address:

ap@gosbcta.com

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

4.4 INTENTIONALLY OMITTED

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable Contract Task Order, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 INTENTIONALLY OMITTED

4.7 INTENTIONALLY OMITTED

4.8 Refer to Article 50.

4.9 **EXTRA WORK:** At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to $25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to the SBCTA Project

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Manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above $25,000.00 must be issued by a written contingency amendment or contract amendment, as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS:** At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. Assignment of a CONTRACTOR to provide coverage on another Beat is considered Extra Work and the CONTRACTOR is required to follow all FSP operational rules, policies, and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be the contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with California Highway Patrol (CHP) and SBCTA;
- There are funds available to cover the cost of providing the coverage;
- CONTRACTOR should consider the distance to the location of additional coverage and Log Book requirements before accepting service under this section.

4.11 **CONSTRUCTION FSP (CFSP):** Construction FSP services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP Senate Bill 1 funds. This is considered to be Extra Work as described in Section 4.9 and requires the written authorization of SBCTA's Project Manager and/or a written contingency amendment or contract amendment, as appropriate. There are three types of CFSP services that can occur:

1. California Department of Transportation (Caltrans)-requested CFSP: Caltrans-led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a cooperative agreement with Caltrans and the issuance of a Caltrans Task Order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of canceled work:

- If the CONTRACTOR is scheduled to patrol the construction site and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed-upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been canceled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

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For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

INTENTIONALLY OMITTED

ARTICLE 6. TAXES, DUTIES, AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR 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 CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract are 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 CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

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

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

9.1 CONTRACTOR 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. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing, or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives, and agents to reproduce any materials as reasonably necessary.

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9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR 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. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

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

10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

10.3 Damage Complaint Review Committee – The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.

10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR 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 CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form that will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

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ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA-owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:

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

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

12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.

12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates, and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

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

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12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

12.2.7 Approves any demand or claims for additional payment.

12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.

12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

12.5 CONTRACTOR 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 CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR 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 CONTRACTOR, SBCTA shall:

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

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 During the term of this Contract, CONTRACTOR 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, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONTRACTOR 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

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regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

14.2 The CONTRACTOR 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, CONTRACTOR 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 15. CONFLICT OF INTEREST

CONTRACTOR 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. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 16. 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, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
William (Bill) Salazar	President/CEO
Juan (Johnny) Perez	FSP Tow Operations Manager
German (Danny) Fajardo	Assistant Program Manager
David Acevedo	Assistant Program Manager Quality Assurance

ARTICLE 17. REPRESENTATIONS

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

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents, data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall

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deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.

18.2 All materials, documents, data, or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SBCTA.

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

18.4 CONTRACTOR 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.

18.5 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.

18.6 CONTRACTOR, its employees, and agents shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information and/or Sensitive Security Information will be required to execute a Confidentiality Agreement.

ARTICLE 19. TERMINATION

19.1 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 CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.

19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share

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of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

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

19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR 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 CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA-owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA-owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation 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 CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

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ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – 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 CONTRACTOR or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR 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.

22.1.2 Garage Liability/Commercial General Liability (CGL). The policy must include the following:

- CONTRACTOR shall maintain 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 be appropriate for the CONTRACTOR's business and at a minimum shall 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 the 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 for property damage or bodily injury.
    - $1,000,000 per occurrence limit for personal injury and advertising injury.
    - $1,000,000 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 25 04).
- 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.

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All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:
If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the CGL policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than $1,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the CGL policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers' liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or $300,000, whichever is greater.

- On-Hook/Tow & Hitch Coverage. The policy must include, or a stand-alone policy must be issued, that includes the following:
    - $100,000 Limit.
    - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
    - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below for recovery of loss, injury, and/or damages to the extent such loss, injury, and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- $1,000,000 per claim or occurrence limits/$2,000,000 in the aggregate.

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- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 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-VII 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.

22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance, shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to all liability, claims, or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted 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 SBCTA to the full extent provided by the policy.

22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will 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 greater than $50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured

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retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR 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 CONTRACTOR. The CONTRACTOR's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONTRACTOR's deductible or SIR.

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

22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other contractor, consultant, subcontractor or subconsultant performing work or rendering services on behalf of SBCTA, in connection with the implementation of the Project. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this Contract 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 CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

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

22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's coverage and charge the expense to the CONTRACTOR or

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withhold such expense from amounts owed by CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibilities under the Contract, including but not limited to the obligations 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 CONTRACTOR 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 CONTRACTOR 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.

22.2.9 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.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 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.

22.2.12 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution liability, and workers' compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in the contract.

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED

23.2 For all Work and obligations under this Contract, CONTRACTOR agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, CHP and Caltrans and their respective authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by an indemnified party on account of any Claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to an indemnified party's "active" as well as "passive" negligence but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

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ARTICLE 24. ERRORS AND OMISSIONS

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

ARTICLE 25. OWNERSHIP OF DOCUMENTS

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

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR 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 CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. 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 30. 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

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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 31. FEDERAL, STATE, AND LOCAL LAWS

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

ARTICLE 32. PRECEDENCE

31.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures (SOP) Manual issued by the CHP, SBCTA's Request for Proposal (RFP), and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, the SOP Manual; third, Exhibits A, B, and C (equal precedence); fourth, SBCTA's RFP; and last, CONTRACTOR'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, CONTRACTOR 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 33. COMMUNICATIONS AND NOTICES

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

To CONTRACTOR	**To SBCTA**
14827 Ramona Boulevard	**1170 W. 3rd Street, 2nd Floor**
Baldwin Park, CA 91706	**San Bernardino, CA 92410-1715**
Attn: William Salazar	**Attn: Rana Semaan**
Email: bill@royalcoaches.com	**Email:rsemaan@gosbcta.com**
Cc	**Cc: Procurement Manager**
Phone: (626) 960-1824	**Phone: (909) 884-8276**
Email:	**Email: procurement@gosbcta.com**

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ARTICLE 34. 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, costs, expenses, work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR 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 CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction, in accordance with Article 30 of this Contract.

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

ARTICLE 35. GRATUITIES

CONTRACTOR, 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 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR 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 a review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

See Article 18.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430.1 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a criminal history check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of the driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require

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CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the criminal history check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, State, and Federal safety and health laws, orders, and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

CONTRACTOR 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. Office of Management and Budget (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 42. ASSIGNMENT

CONTRACTOR 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 43. 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 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR 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 CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR 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 CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTRACTOR to perform or failure of CONTRACTOR 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 CONTRACTOR.

ARTICLE 47. WARRANTY

CONTRACTOR 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, CONTRACTOR shall take the necessary actions to correct the breach at CONTRACTOR's sole expense. If CONTRACTOR does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the CONTRACTOR shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 48. ENTIRE DOCUMENT

48.1 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.

48.2 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 CONTRACTOR hereby stipulates that it has not relied, and will not rely, on the same.

48.3 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 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

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ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

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

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

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Attachment: 26-1003435 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

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

ROYAL COACHES AUTO BODY AND TOWING

By: _____
William Salazar
President/Secretary

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

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BEAT NO. 27

INTERSTATE 15 (I-15) SIERRA AVENUE TO OAK HILL ROAD

1.0 SUMMARY SCOPE OF WORK (SOW)

Freeway Service Patrol (FSP) PROGRAM PURPOSE SUMMARY
The purpose of the San Bernardino County Transportation Authority (SBCTA) FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

NOTICE TO PROCEED (NTP) NO. 1 (ESTIMATED JULY 2026):
The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP-certified tow trucks, and equipment installations in accordance with section 4.0 “Equipment Requirements”. Moreover, driver trainings and inspections in accordance with section 5.0 “Drivers.”

NTP NO. 2 (ESTIMATED MARCH 2027):
The deliverable associated with NTP No. 2 is proof of required insurance coverage to SBCTA, sent to insurance@gosbcta.com, at a minimum of no less than ten (10) business days prior to the start date of providing FSP services to motorists. FSP services for Beats 5 and 27 are scheduled to begin on Monday, March 1, 2027.

CONTRACTOR's FSP Certified Tow Truck Drivers (“Driver or Drivers”) shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR’s FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms, and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts, or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual, as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible for operating and adhering to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterward, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP-certified Trucks for Beat No. 27 is one (1) primary certified FSP Truck and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or Caltrans will have construction projects on the highways that may require a Construction FSP. Typically, this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing, as well as a written contingency amendment or contract amendment as appropriate. There are three types of Construction Freeway Service Patrol (CFSP) services that can occur:

1. Caltrans-requested CFSP: Caltrans-led projects that are part of the Caltrans/SBCTA CFSP Cooperative Agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA-requested CFSP: SBCTA-led projects that will be funded by SBCTA.
3. City-requested CFSP: City-led projects that will be funded by the City.

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FSP HOURS OF OPERATION
FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 6:00 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 1:30 pm to 6:00 pm;
- Friday afternoon shift is scheduled from 11:30 am to 6:00 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING
CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning, but not limited to: scope, services, schedule, safety, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who has the ability to make management-level decisions on behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at an FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 CONTRACT REPRESENTATIVES

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible for adhering to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 SERVICE LOCATION

SBCTA FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 27 are at I-15 from Sierra Avenue to Oak Hill Road. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat, for example) and Beat hours to better accommodate demand for the service.

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These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 TOW YARD LOCATION AND SECURITY

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, the CONTRACTOR must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR-controlled access, fencing or physical barrier separating public access from the tow yard, security system, sufficient lighting, and security cameras where vehicles are stored, such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP-related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair costs for SBCTA-provided equipment that is not considered normal wear and tear.

5.0 EQUIPMENT REQUIREMENTS

A. Tow Truck Requirements.

Primary FSP Flat Bed Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of FSP Management. The age limit for an FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) (both US and California) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly

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maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 27 FSP Certified Flat Bed Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom, and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and it is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

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SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
Age limit: 5 years for cab, chassis, and bed components	Broom: 24 inches wide, coarse bristle
Minimum seating capacity for 5 adults	Shovel: Square point
Paint: White Only, 4" max black lettering	Large Pry Bar: Minimum 36-inch length
Rubber faced push bumper(s)	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
Vehicle numbers on both sides	Hydraulic Floor Jack: 2-Ton capacity
2 FSP signs or 3 FSP signs for flatbeds	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
Headlights	Bolt Cutters
Turn Signals	Trailer Hitch Balls: 1 7/8" and 2", with mount
Reflectors, Front and Side	One 4 -Ton snatch block
Clearance Lamps (>80" Wide)	Flares: Total burn time of 360 minutes minimum
Amber Warning Lights: Front/rear selectable, rear directional, in-cab controls	Metric and Standard 4-way Lug Wrenches
License Plate Lamp	Sledgehammer: 4 pounds
Tail Lamps	Utility/ Motorcycle Straps
Stop Lamps	Steering Wheel Securement Device
Backup Lamps	Funnel with flexible spout
Rear work lights	Water Container: Plastic, 5 gallons
Reflectors, Rear	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Extension Tail/ Stop Lamps	Absorbent Can with lid: 5 gal. of clean absorbent
Fenders / Mudguards	Trash Can with lid: 5 gal., empty
Windshield	Cones: 6 ea., 18-inch height, reflectorized w/ tape
Windshield Wipers	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Spotlight: Body mounted, front to rear coverage	Flashlight
Service Brakes	Spare batteries/ Charger for rechargeable
Parking Brake	First Aid kit: 5"x9"
Mirrors	Lockout Tool Set
Horn	Warning Devices (Reflectors)
Beam Indicator	Jack stand: 2-Ton capacity
Cab interior lighting suitable for reading and writing	
Truck to Shop Communications System	
FSP Two-Way Radios / Terminals	
Scanner: Operating and properly programmed	Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense
Public Address System	**Tool Kit**
Booster Cable Connectors: mounted front and rear	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Battery Rating: 60 Amp-hour or greater	Adjustable Wrenches: 8" and 12"
Tire Tread	Pliers: Needle nose and adjustable rib joint, 2-inch capacity
Wheels	Duct tape, Electrical tape, mechanics wire: 1 roll each
Suspension	Rubber Mallet
Steering	Tire Pressure Gauge
Frame	Safety glasses
Exhaust System	Wheel chock
Fuel Cap(s)	

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WRECKER - GENERAL

Manufacturer Rating Plates	Throttle Control
Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
Control Labels	Winch: Type:
Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

CAR CARRIER/ TWO VEHICLE

GVWR: Minimum. 23,500 lbs. Chassis	50' 3/8" 6X19 Wire rope or OEM Specifications
Carrier Bed Frame	J/T Hook Loading Bridle Chains
Bed Material: Steel or Aluminum	4 Safety Chains 5/16" Alloy or OEM Specifications
Bed Length: 19.5 ft. minimum	(4) Wheel Tie Down Safety Straps with ratchets
Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
Bed Safety Lock	Motorcycle loader for flatbeds with (6) Utility/ Motorcycle straps
Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5-foot min. length
Wheel Lift Assembly; Rated 4,000 Pounds-Extended	"L" Arms
Pivot Pin	Cradle / Straps/ Chains
(2) Wheel Tie Down Safety Straps with ratchets	Claw

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as an inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back-up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back-up FSP tow trucks by the tenth (10^{th}) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has

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failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up, and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If an FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service

An FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one-minute increments until an FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 "Equipment Requirements" paragraph A "Tow Truck Requirements", in which case fines shall begin immediately. If an FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

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In the event that an FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the FSP Tablet (per section 4.0 "Equipment Requirements" paragraph E "Communications Equipment") that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have an FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have an FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight, and out of public view when being stored.

E. Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be

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returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated, and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high-speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicates various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

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CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees access to the Tablet Computers at any time during the course of the Contract. If, upon inspection, SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.

2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.

3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTOR'S monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

6.0 DRIVERS

All Drivers shall be required to have a safe driving record and a valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

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FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass an FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Be issued an FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and a criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a Livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract**. The cost of the Livescan and Driver's License will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.
Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift. This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10th day of the preceding month as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours of refresher training per year is required. The SBCTA FSP Program conducts a one-hour refresher training class/meeting each quarter, for a total of four hours of ongoing training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Driver Equipment

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold colored nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate**. An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproof material, navy blue or yellow in color.

Hats, if worn, shall be baseball-type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn, which must be navy blue in color and worn only with a jacket or long-sleeve shirt under the vest. A picture of the uniform is provided toward the end of this SOW.

CONTRACTOR should refer to the most current SOP Manual to ensure it follows the most recent Driver equipment requirements.

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

FSP UNIFORM PHOTO EXAMPLES








Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with the CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles, or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45-minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner, and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR's expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

8.0 BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	No. of Primary FSP Flat Bed Trucks in both AM and PM	No. of FSP certified Back-Up Flat Bed Tow Trucks
27	Interstate 15 (I-15) Sierra Avenue to Oak Hill Road	14	1	1

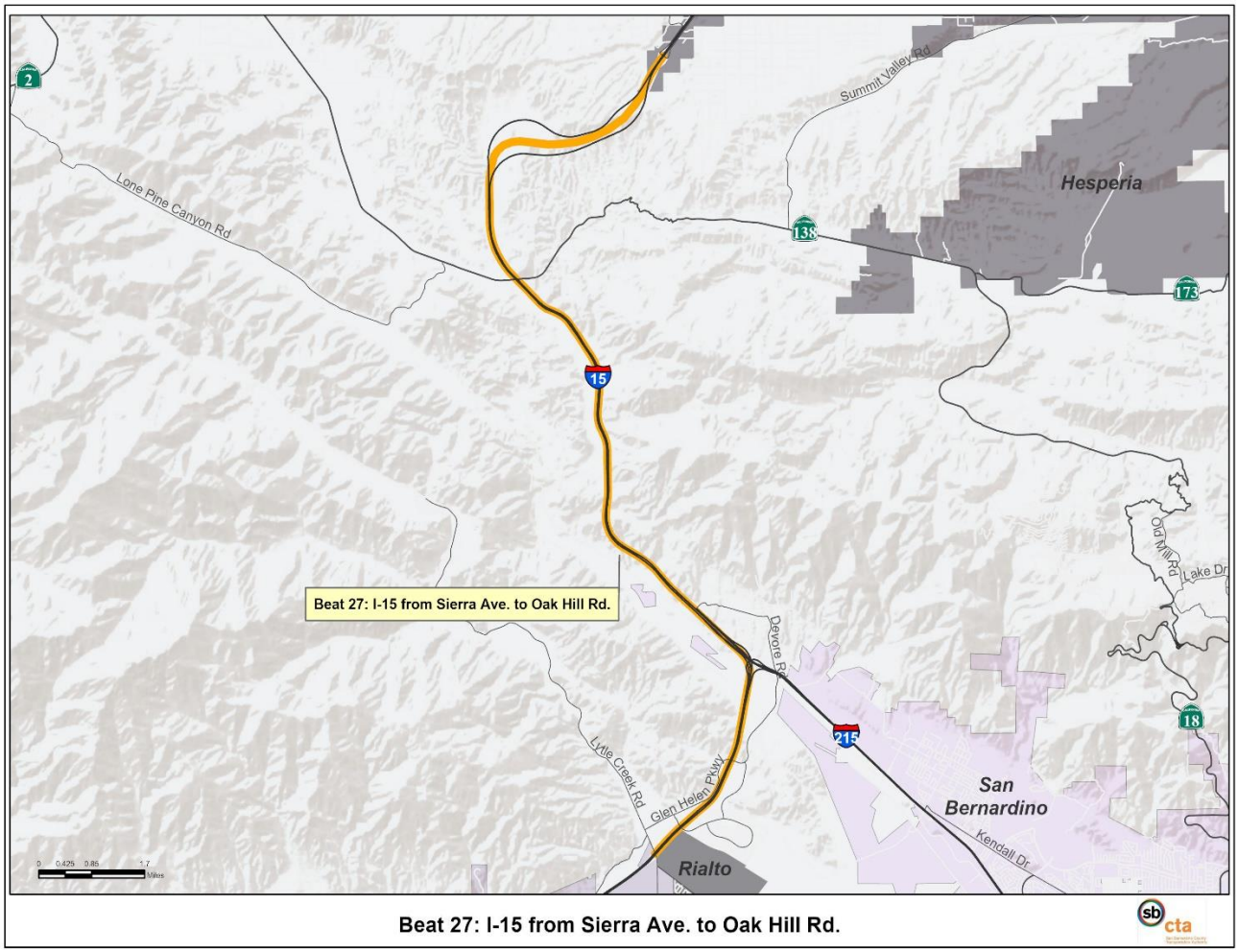
Please refer to the attached Map of Beat No. 27 area.

Beat 27 is currently scheduled to operate from **6:00 a.m. to 8:30 a.m.** and from **1:30 p.m. to 6:00 p.m**. (Monday through Thursdays). On Fridays, the PM shift begins at **11:30 a.m. to 6:00 p.m.**

FSP Beat No. 27 requires one (1) Primary FSP Certified **Flat Bed** Tow Truck and one (1) Primary Flat Bed FSP Certified Back-up Tow Truck available during all FSP operational service hours.

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

9.0 BEAT MAP



Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year are estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours
- Approximate "Extra Work" Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

All Beats may be asked to participate in possible SBCTA "FSP Extra Work weekend contingency services", on an as-needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

"Extra Work" for emergency coverage may be assigned for any of the seven (7) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Sierra Avenue
3. Beat 11/29: 1-10 from Sierra Avenue to County Line Road (Riverside County line)
4. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
5. Beat 23: I-15 from the Riverside County line to Sierra Avenue
6. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
7. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 27 is the priority Beat for this RFP, which means that should a primary truck go down, the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The CONTRACTOR shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

Each SBCTA tow operator agreement contains a clause regarding the CFSP. The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as "Extra Work" due to the uncertainty of the hours or changes in construction related to CFSP "Extra Work" projects.

SBCTA reserves the right to change Beat hours, the length of a Beat, and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

11.0 FSP HOLIDAYS

PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 – day of week varies)
5. Labor Day (Monday)
6. Veterans Day (day of week varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 – day of week varies)
10. New Year's Day (January 1 – day of week varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain "high traffic days" prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).

Attachment: RFP26-1003435 - Exhibit A - Scope of Work Beat 27 (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Exhibit B
Contract: 26-1003435
Compensation and Payment
Overview Contract No. 26-1003435 with Royal Coaches Auto Body and Towing, Inc. for Beat 27
Beat 27 Term
NTP I: July 2026-February 28, 2027
NTP II: March 1, 2027-February 29, 2032
One Primary FSP Tow Truck plus one certified FSP Back Up Tow Truck is required

NTP I July 2026-February 28, 2027						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Moblization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
May 2024- December 31, 2024	N/A	N/A	N/A	N/A	$0.00	$0

BEAT 27- FSP SUPPORT NTP II March 1, 2027-February 29, 2032 One Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS (1 Truck)	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE)
YEAR 1: FY 26/27-FY 27/28 (03/1/27-02/29/28)	1,978	0	138	2,116	$150.00	$317,400
YEAR 2: FY 27/28-FY 28/29 (03/1/28-02/28/29)	1,978	0	138	2,116	$150.00	$317,400
YEAR 3: FY 28/29-FY 29/30 (03/1/29-02/28/30)	1,978	0	138	2,116	$150.00	$317,400
YEAR 4: FY 29/30-FY 31/32 (03/1/30-02/28/31)	1,978	0	138	2,116	$170.00	$359,720
YEAR 5: FY 31/32-FY 32/33 (03/1/31-02/29/32)	1,978	0	138	2,116	$170.00	$359,720
CONTRACT TOTAL	**9,890**	**0**	**692**	**10,582**		**$1,671,640**

NTP II YEAR 1-3
EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES
Extra Time: $(2.5) per minute
Non-Penalized Down Time: $(2.5) per minute
Penalized Down Time: $(7.5) Per Minute

NTP II YEAR 4-5
EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES
Extra Time: $(2.8) per minute
Non-Penalized Down Time: $(2.8) per minute
Penalized Down Time: $(8.4) Per Minute

WEEKEND HOURS, EXTRA WORK HOURS, CFSP CALTRANS LED, AND SBCTA LED SUPPORT PROJECTS ARE NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL

Attachment: 26-1003435 Exhibit B (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

EXHIBIT C – PENALTIES

Attachment: 26-1003435 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

EXHIBIT C
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks (Beat 5) and one (1) primary and one (1) back-up (flat bed) tow trucks (Beat 27) "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one-minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one-minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift (Beat 5) or Flat Bed (Beat 27) Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift; the penalty for the forty-five (45) minute period will be calculated in one-minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (three (3) times the hourly contract rate in one-minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged.	$100.00 per day of no response

Attachment: 26-1003435 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

	It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from Contractor's invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the Contractor's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of SBCTA.
5.0 G	Duplicate customer unique digit survey number >10%	$50 and up. Case by case basis as determined by FSP Program Managers (collectively, SBCTA, CHP and Caltrans).

Attachment: 26-1003435 - Exhibit C - Penalties (12687 : Award Freeway Service Patrol Contracts for FSP Beats 5 & 27)

Minute Action

AGENDA ITEM: 18

Date: July 1, 2026

Subject:
Fiscal Year 2026/2027 Senate Bill 125 Allocations

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

A. Approve the funding allocations in Table 3 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program for Fiscal Year 2026/2027.

B. Approve the revised funding allocations in Table 4 for Senate Bill 125 Formula-Based funding allocations to Victor Valley Transit Authority.

Background:
The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity commuter and urban rail systems, and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4 billion from the General Fund to the TIRCP over the next two fiscal years as well as $910 million of GGRF funding and $190 million of PTA funding over the next four fiscal years. These funds are formula funds that are to be administered by San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula, which is 50% based on population and 50% based on transit operator revenues.

As outlined in SB 125, it is the intent of the Legislature to:

1. Provide one-time multi-year bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified.

2. Assist transit operators in preventing service cuts and increasing ridership.

3. Prioritize the availability of transit for riders who are transit dependent.

4. Prioritize transit agencies representing a significant percentage of the region's ridership.

In July 2025, the SBCTA Board of Directors (Board) apportioned the Fiscal Year (FY) 2024/2025 funds to the Valley Subarea and to the Mountain/Desert operators as shown in Table 1 on the following page.

Table 1 – Fiscal Year 2024/2025 TIRCP Formula Apportionments

			TIRCP Year 2 Total
		Fiscal Year 2024/2025 Apportionment	$ 55,567,944
		Less SBCTA Administration	$ -
		Total Funds Available	$ 55,567,944
Apportionment Area	**Population**	**Percentage**	**TIRCP Apportionment**
Valley	1,577,134	72.30%	$ 40,174,552
Mountain/Desert	604,299	27.70%	$ 15,393,392
MBTA	71,400	11.82%	$ 1,818,782
Mountain Transit	49,671	8.22%	$ 1,265,276
VVTA	478,459	79.18%	$ 12,187,852
City of Needles	4,769	0.79%	$ 121,482
TOTAL	**2,181,433**	**100.00%**	**$ 55,567,944**

Additionally, in March of 2026, the SBCTA Board apportioned the FY 2025/2026 funds to the Valley Subarea and to the Mountain/Desert operators as shown below in Table 2.

Table 2 – Fiscal Year 2025/2026 TIRCP Formula Apportionments

			TIRCP Year 3 Total
		Fiscal Year 2025/2026 Apportionment	$ 55,567,944
Apportionment Area	**Population**	**Percentage**	**TIRCP Apportionment**
Valley	1,596,120	72.31%	$ 40,179,461
Mountain/Desert	611,304	27.69%	$ 15,388,483
MBTA	70,889	11.60%	$ 1,784,504
Mountain Transit	49,929	8.17%	$ 1,256,873
VVTA	485,695	79.45%	$ 12,226,501
City of Needles	4,791	0.78%	$ 120,605
TOTAL	**2,207,424**	**100.00%**	**$ 55,567,944**

Due to the multi-year apportionments, Years 2 and 3 allocations were combined into a single allocation. Based on discussions with the transit operators, staff recommends allocating FY 2024/2025 and FY 2025/2026 funding to the following projects (Table 3 below):

Table 3 – Transit Operator Allocation Recommendations

Agency	Project Description	SB125 TIRCP Year 2	SB125 TIRCP Year 3	Total
City of Needles	Capital - Purchase Zero Emmision vehicles and infrastructure	$ 121,482	$ 120,605	$ 242,087
Morongo Bansin Transit Authority (Basin Transit)	Operating - funding will be used to address future funding shortfall	$ 1,818,782	$ 1,784,504	$ 3,603,286
Mountain Area Regional Transit Authority (Mountain Transit)	Operating - funding will be used to address future funding shortfall	$ 1,265,276	$ 1,256,873	$ 2,522,149
Omnitrans	Operating - funding will be used to address future funding shortfall	$ 40,174,552	$ 40,179,461	$ 80,354,013
Victor Valley Transit Authority	Operating - funding will be used to address future funding shortfall	$ 12,187,852	$ 12,226,501	$ 24,414,353
TOTAL		**$ 55,567,944**	**$ 55,567,944**	**$ 111,135,888**

On April 3, 2024, the SBCTA Board of Directors approved a funding allocation in the amount of $25,733,652 to Victor Valley Transit Authority (VVTA) for various capital and operating projects. Subsequently VVTA determined that the best use of this funding would be to primarily use these funds to offset the cost of their operations (Table 4). Some contributing factors to this request are the contractor annual rate increases in maintenance and operations services, the inflation increase for goods, ongoing increases to insurance premiums, and the annual sheriff's contract.

Table 4– VVTA Revised Allocation Request

Projects	Original SB125 Operating	Original SB125 Capital	Change Request	Revised SB125 Capital	Revised SB125 Operating
Retrofit Maintenance Shop		$ 1,430,000	$ (1,430,000)	$ -	$ -
Barstow Transfer Point/Victorville Transit HUB		$ 2,250,000	$ (1,520,000)	$ 730,000	$ -
Hesperia Hydrogen Fuel Station		$ 1,400,000	$ (1,400,000)	$ -	$ -
Improve Barstow County routes	$ 1,600,000	$ 1,500,000	$ (1,500,000)	$ -	$ 1,600,000
Short term improvement on Victorville/Adelanto Routes	$ 2,400,000	$ 4,500,000	$ (4,500,000)	$ -	$ 2,400,000
Sheriff Contract	$ 3,600,000	$ -			$ 3,600,000
Microtransit	$ 1,270,000	$ 190,000	$ (190,000)	$ -	$ 1,270,000
Operations and Maintenance Contract increase	$ 5,593,652	$ -			**$ 16,133,652**
	$ 14,463,652	$ 11,270,000	$ (10,540,000)	$ 730,000	$ 25,003,652

Following SBCTA's Board approval of the allocations, staff will submit a completed allocation package to the California State Transportation Agency for review and approval.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026.

Responsible Staff:
Nancy Strickert, Multimodal Manager

Minute Action

AGENDA ITEM: 19

Date: July 1, 2026

Subject:
Fiscal Year 2026/2027 Transit Operator Allocations

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

A. Approve the Fiscal Year 2026/2027 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plan revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2034/2035.

D. Authorize the Executive Director, or her designee, to release Local Transportation Fund reserves to transit operators immediately, if needed, to help with unforeseen cashflow issues.

Background:
San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2026/2027. Attachment 1 outlines the proposed FY 2026/2027 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plan (SRTP) revenue assumptions to reflect consistency with the proposed FY 2026/2027 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Grant Pursuit Plan through FY 2034/2035 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

Fund Source Detail

On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20 percent in urban areas and 10 percent in rural areas, unless an alternate ratio has been adopted.

The annual apportionment includes the estimated amount available, a 10 percent reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning

based on population include: one percent for TDA administrative costs, three percent for SBCTA planning efforts, three-quarter percent for Southern California Association of Governments (SCAG) planning efforts, and two percent for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operations funding available in the future. In the Mountain/Desert region, LTF is allocated to the individual transit operators based on the population of their service areas.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50 percent under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50 percent under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds as needed to meet their annual subsidy requirements, and if 100 percent of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operations.

State of Good Repair (SGR) – The SGR Program is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee (TIF) on vehicle registrations. Since the amount is determined from the total collections, prior to allocations to other TIF-funded programs, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population. SGR funds do not require matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill (SB) 862.

The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Invest Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although five percent of future annual GGRF proceeds will continue to be appropriated to the LCTOP, staff is cautious about becoming reliant upon this funding source as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known; therefore, the amounts in Attachment 1 are based on auctions that have already occurred.

Eligible projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA and SGR funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes the City of Needles, Morongo Basin Transit Authority (Basin Transit), Mountain Area Regional Transit Authority (Mountain Transit), Victor Valley Transit Authority (VVTA), Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests a swap of their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of $8,735 was approved by the Board in April 2026.

Measure I (MSI) Senior and Disabled (S&D) Transit Program – In the Valley Subarea, eight percent of the total MSI collected is dedicated for MSI S&D, of which two percent is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, five percent of the total MSI collected was dedicated to MSI S&D, with one-half percent increases every five years after the initial collection of MSI 2010-2040 revenues, to a maximum of seven and one-half percent. Currently, six percent of the Victor Valley Subarea MSI collected is allocated to VVTA to support S&D transit, with all increases above five percent coming from the MSI Local Streets Program. In the rural Mountain/Desert Subareas, five percent of the total MSI collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

All of the MSI S&D funds available are allocated to the transit operator serving the MSI Subarea. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds - Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307, per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access, and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20 percent local match. SBCTA is responsible for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach/Anaheim UZA. SBCTA's vanpool program, SB Loop, has continued to generate funding in Section 5307 funding. The funding generated from vanpool will be able to cover the cost of the program.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a 20 percent local match. Additionally, SB Loop has generated funding in Section 5339 funding. The funding generated from vanpool will be able to cover the cost of other projects that fall under the Section 5339 umbrella.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include: public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a 20 percent local match for capital projects and a 50 percent match for operating assistance. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for the preparation of the Program of Projects that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program - Section 5310 funds are Federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino UZA is administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to

Omnitrans as part of the annual operators allocation. Omnitrans, in return, will add MSI CTSA funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans, as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020. The Victorville/Hesperia UZA will be administered by VVTA in conjunction with SBCTA. SBCTA released the call-for-projects in January of 2026 and projects were awarded funding in May of 2026 by the SBCTA Board. VVTA will monitor these projects since VVTA is a direct recipient of federal funding.

Congestion Mitigation and Air Quality (CMAQ) Funds – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and the Mojave Desert Air Basin. SBCTA historically received annual apportionments of CMAQ funds and was the agency responsible for recommending projects; however, due to a federal corrective action, SCAG is now responsible for conducting a call-for-projects to award CMAQ funds. Operators are required to submit CMAQ grant applications during SCAG's call-for-projects. SBCTA, as the county transportation commission, recommends projects to SCAG for final project selection. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration and Caltrans. The annual report documents the results of emission reduction assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the CARB and shown to provide emissions reductions.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy No. 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each Subarea in accordance with the MSI 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds to transit operators with annual updates during this allocation process, and also makes updates to the allocation plan and includes the plan as part of the biennial update to the 10-Year Delivery Plan. This allocation plan is the framework used by the operators to prepare the CMAQ grant applications.

SB 125 – The Transit and Intercity Rail Capital Program (TIRCP) was created by SB 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the GGRF to fund transformative capital improvements that will modernize California's intercity commuter and urban rail systems, and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Invest Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA). AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4 billion from the General Fund to the TIRCP over the next two FYs as well as $910 million of GGRF funding and $190 million of PTA funding over the next four FYs to establish the Zero-Emission Transit Capital Program (ZETCP). Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget Act of 2024 to

make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. These funds are formula funds that are to be administered by SBCTA. The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the STA formula, which is 50 percent based on population and 50 percent based on transit operator revenues.

In March 2024, the SBCTA Board apportioned the FY 2023/2024 TIRCP and ZETCP and FY 2024/2025 ZETCP funds to the Valley Subarea and to the Mountain/Desert operators in the same manner as they are received by SBCTA. In July of 2025 and March of 2026, years two and three of this funding were apportioned to the Valley Subarea and Mountain/Desert operators in the same manner as they are received by SBCTA.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2026/2027 Budget.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2026/2027. Annual operating subsidies for transit operators are included in the adopted Budget for Fiscal Year 2026/2027 and funded with Local Transportation Fund pass-through (Fund 3010), State Transit Assistance Fund pass-through (Fund 3510), State of Good Repair pass-through (Fund 3610), Federal Transit Administration 5307 (Fund 2120), Federal Transit Administration 5307-CMAQ (Fund 2122), Senate Bill 125 Transit & Intercity Rail funds (Fund 2750), MSI Valley Fund-Senior and Disabled (Fund 4170), Low Carbon Transit Operations Program funds (Fund 2545), and MSI Valley Fund-Express Bus/Rapid Transit (Fund 4160), in Program 30.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026.

Responsible Staff:
Nancy Strickert, Multimodal Manager

Attachment 1

Fiscal Year 2026/2027 Operator Allocations

SBCTA Allocations	Basin Transit	Mountain Transit	Needles	Omnitrans	VVTA	Total
LTF	$ 5,133,695	$ 3,942,616	$ 348,527	$ 31,435,337	$ 33,994,233	$ 74,854,407
LTF Carryover	$ -	$ -	$ -	$ -	$ -	$ -
STA - Population	$ 289,871	$ 99,259	$ 282,007	$ 3,184,226	$ 3,200,000	$ 7,055,363
Measure I - S&D	$ 137,800	$ 226,400	$ 18,700	$ 12,595,125	$ 1,738,000	$ 14,716,025
Measure I - CTSA	$ -	$ -	$ -	$ 4,198,375	$ -	$ 4,198,375
Measure I - S & D I Street Access Facility & Paratransit Match	$ -	$ -	$ -	$ 8,629,124	$ -	$ 8,629,124
Measure I - BRT	$ -	$ -	$ -	$ 7,109,229	$ -	$ 7,109,229
CMAQ	$ 876,513	$ 2,750,322		$ 26,369,560	$ 2,500,000	$ 32,496,395
FTA 5307	$ -	$ -	$ -	$ 24,374,562	$ 13,033,983	$ 37,408,545
FTA 5337	$ -	$ -	$ -	$ -	$ -	$ -
FTA 5339	$ -	$ -	$ -	$ 2,074,322	$ 1,235,468	$ 3,309,790
FTA 5311	$ 566,145	$ 393,851	$ 54,918	$ -	$ 1,005,977	$ 2,020,891
Allocations/Estimates from other SBCTA Board actions or by other entities						
SB 125 - TIRCP	$ 3,603,286	$ 2,522,149	$ 242,087	$ 80,354,013	$ 24,414,353	$ 111,135,888
SB 125 - ZETCP	$ -	$ -	$ -	$ -	$ -	$ -
STA - Operator	$ 57,629	$ 31,665	$ 3,263	$ 1,922,058	$ 254,011	$ 2,268,626
SGR - Population	$ 143,931	$ 101,374	$ 9,728	$ 3,240,718	$ 986,141	$ 4,481,892
SGR - Operator	$ 12,742	$ 7,001	$ 721	$ 424,965	$ 56,162	$ 501,591
LCTOP - Population	$ 119,203	$ 83,958	Swapped for STA-Pop	$ 1,675,466	$ 825,455	$ 2,704,082
LCTOP - Operator	$ 11,981	$ 6,583	Swapped for STA-Pop	$ 399,590	$ 52,808	$ 470,962
FTA 5310	$ -	$ -	$ -	$ 425,000	$ -	$ 425,000
Grand Total	**$ 10,952,796**	**$ 10,165,178**	**$ 959,951**	**$ 208,411,670**	**$ 83,296,591**	**$ 313,786,186**

[1] Omnitrans FTA 5310 is only from Los Angeles/Long Beach Urbanized Area

Attachment: Attachment 1 Operator Allocation Table (12656 : Fiscal Year 2026/2027 Transit Operator

Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2026/2027[1]

Operator	FY 2026/2027 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	SB125	FTA Non-Stimulus (5307/5310/5311/ 5337/5339)
Basin Transit Plan	$ 6,607,638	5,161,608	384,016	139,518	209,762	157,218	-	-	555,516
Amendment	**$ 10,952,796**	**5,133,695**	**347,500**	**156,673**	**131,184**	**137,800**	**876,513**	**3,603,286**	**566,145**
Difference	$ 4,345,158	(27,913)	(36,516)	17,155	(78,578)	(19,418)	876,513	3,603,286	10,629
Mountain Transit Plan	$ 10,165,188	3,942,616	130,924	108,375	90,541	226,400	2,750,332	2,522,149	393,851
Amendment[2]	**$ 10,165,188**	**3,942,616**	**130,924**	**108,375**	**90,541**	**226,400**	**2,750,332**	**2,522,149**	**393,851**
Difference	$ -	-	-	-	-	-	-		-
Needles Plan[3]	$ 772,701	326,241	354,757	9,996	-	23,991	-	-	57,716
Amendment	**$ 959,951**	**348,527**	**285,270**	**10,449**	**-**	**18,700**	**-**	**242,087**	**54,918**
Difference	$ 187,250	22,286	(69,487)	453	-	(5,291)	-		(2,798)
Omnitrans Plan	$ 136,310,072	61,572,563	2,200,000	401,101	578,812	18,157,647	26,369,560	-	27,030,389
Amendment	**$ 208,411,670**	**31,435,337**	**5,106,284**	**3,665,683**	**2,075,056**	**32,531,853**	**26,369,560**	**80,354,013**	**26,873,884**
Difference	$ 72,101,598	(30,137,226)	2,906,284	3,264,582	1,496,244	14,374,206	-		(156,505)
VVTA Plan	$ 56,757,074	35,782,960	370,319	918,326	1,452,160	1,860,753	2,500,000	-	13,872,556
Amendment	**$ 83,296,591**	**33,994,233**	**3,454,011**	**1,042,303**	**878,263**	**1,738,000**	**2,500,000**	**24,414,353**	**15,275,428**
Difference	$ 26,539,517	(1,788,727)	3,083,692	123,977	(573,897)	(122,753)	-	24,414,353	1,402,872
Total Original Plan	$ 210,612,673	106,785,988	3,440,016	1,577,316	2,331,275	20,426,009	31,619,892		41,910,028
Total Amendment	**$ 313,786,196**	**74,854,408**	**9,323,989**	**4,983,483**	**3,175,044**	**34,652,753**	**32,496,405**	**111,135,888**	**43,164,226**
TOTAL INCREASE/(DECREASE)	**$ 103,173,523**	**(31,931,580)**	**5,883,973**	**3,406,167**	**843,769**	**14,226,744**	**876,513**	**111,135,888**	**1,254,198**

[1] Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues).

[2] Mountan Transit has no completed their new SRTP and numbers reflect current apportionment.

[3] Needles swapped $8735 of LCTOP for STA.

Attachment: Attachment 2 SRTP Table (12656 : Fiscal Year 2026/2027 Transit Operator Allocations)

Attachment 3

CMAQ Allocation Plan for Transit Operators[1]

	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032	FY 2032/2033	FY 2033/2034	FY 2034/2035	Total
MBTA	$876,513	$595,579	$1,040,485	$3,053,006	$1,500,000	$1,079,971	$0	$775,000	$775,000	$9,695,554
OMNITRANS	$26,369,560	$27,142,452	$28,672,131	$24,867,689	$42,072,196	$19,723,484	$19,723,484	$3,189,674	$3,285,365	$195,046,035
VVTA[2]	$2,500,000	$3,465,983	$6,311,981	$6,308,869	$6,696,381	$6,003,494	$6,003,494	$3,100,000	$3,100,000	$43,490,202
MARTA	$2,750,322	$821,931	$0	$1,851,448	$2,289,384	$0	$0	$1,861,740	$130,143	$9,704,968
Total	$32,496,395	$32,025,945	$36,024,597	$36,081,012	$52,557,961	$26,806,949	$25,726,978	$8,926,414	$7,290,508	$257,936,759

[1] All CMAQ funding go through a competitive process and are approved by SCAG.

[2] Funding for VVTA includes Barstow

Attachment: Attachment 3 CMAQ table (12656 : Fiscal Year 2026/2027 Transit Operator Allocations)

Minute Action

AGENDA ITEM: 20

Date: July 1, 2026

Subject:
Fiscal Year 2026/2027 State of Good Repair Program Allocations

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Allocate $5,315,597 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

i. Facilities – Morongo Basin Transit Authority - $156,673
ii. Replacement Vehicles – Mountain Area Regional Transit Authority - $108,375
iii. Preventative Maintenance – City of Needles - $10,449
iv. Preventative Maintenance – Omnitrans - $424,965
v. Enterprise Resource Planning Software – Omnitrans $3,240,718
vi. Service Vehicles – Victor Valley Transit Authority (VVTA) - $21,000
vii. Paratransit Vehicle Replacements – VVTA – $1,021,303
viii. Metrolink Rehabilitation Program – Southern California Regional Rail Authority - $332,114

B. Adopt Resolution No. 26-011, authorizing the Executive Director, or her designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2026/2027 State of Good Repair Program funds for the projects listed above.

Background:
Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over $50 billion in new transportation funding over the next decade to improve transit services, repair highways, bridges, and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately $105 million annually to transit operators in California for eligible maintenance, rehabilitation, and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities, vehicles, and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance Program formula. The formula apportions 50% of the available SGR funds by population and the remaining 50% by operator revenues from the prior Fiscal Year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, receives direct allocations of SGR funds in accordance with PUC Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to

Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (Basin Transit), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2026, the SBCTA Board of Directors (Board) approved a total FY 2026/2027 SGR-Population Share apportionment of $4,481,892. This amount includes the SCO estimated apportionment of $3,931,906 for FY 2026/2027, an additional $549,986 from excess FY 2024/2025 Population Share revenue, and interest earned on existing SGR fund balance. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of SGR-Population Share funds available to the Valley and Mountain/Desert is $3,240,718 and $1,241,174, respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The SBCTA Board-approved SGR-Population Share apportionments and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2026/2027 SGR-Population Share and Operator Share Apportionments

Agency	Population Share[1]	Operator Share	Total SGR Apportionment
Omnitrans	$3,240,718	$424,965	$3,665,683
SCRRA	-	$332,114	$332,114
Basin Transit	$143,931	$12,742	$156,673
Mountain Transit	$101,374	$7,001	$108,375
City of Needles	$9,728	$721	$10,449
VVTA	$986,141	$56,162	$1,042,303
Total	**$4,481,892**	**$833,705**	**$5,315,597**

[1] Apportionment includes revenue over the FY 2024/2025 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2026/2027 SGR allocations:

Basin Transit Facilities - $156,673
Basin Transit will be using its SGR funding to upgrade its facilities, including adding solar panels.

Mountain Transit Vehicles Replacement - $108,375
Mountain Transit will be using SGR funding to purchase replacement vehicles for its fixed route and dial-a-ride services.

City of Needles Preventative Maintenance - $10,449
Pursuant to an agreement with the City of Needles, Transportation Concepts provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the Transportation Concepts contract.

Omnitrans Preventative Maintenance - $424,965
Omnitrans will use the SGR funding for preventative maintenance. Preventative maintenance will help prevent any future failures on their service vehicles.

Omnitrans Enterprise Resource Planning Software - $3,240,718
Omnitrans will utilize the SGR funding for improvements to the Enterprise Resource Planning (ERP) system in the areas of Finance, Human Resources, Procurement, Maintenance, and Payroll. The current system requires multiple platforms to perform the functions necessary for reporting and operations. Omnitrans will upgrade its system to a fully integrated, state-of-the-art ERP Software as a Service (SaaS) system with this funding. This is the second year of a three-year accrual.

VVTA Service Vehicles - $21,000
VVTA will add service vehicles to their fleet. This will decrease downtime and increase reliability to ensure that the drivers have the support vehicles needed to make service.

VVTA Paratransit Vehicle Replacements - $1,021,303
VVTA will use SGR funds towards the purchase of paratransit replacement vehicles for their Direct Access service which provides curb to curb service for seniors and persons with disabilities.

Metrolink Rehabilitation Program - $332,114
SCRRA will use SGR funds to rehabilitate and replace the critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink's daily commuter rail service within San Bernardino County.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 2), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or her designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:
Nancy Strickert, Multimodal Manager

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RESOLUTION NO. 26-011

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

WHEREAS, SBCTA wishes to implement the SGR Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, or his or her designee, is authorized to execute all required documents of the SGR program and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2026/2027 SGR funds is hereby authorized:

- Morongo Basin Transit Authority Facilities
- Mountain Area Regional Transit Authority Vehicle Replacement
- City of Needles Preventative Maintenance
- Omnitrans Preventative Maintenance
- Omnitrans Replacement of Enterprise Resource Planning Software (Accrual)
- Victor Valley Transit Authority Service Vehicles
- Victor Valley Transit Authority Paratransit Vehicle Replacement
- Southern California Regional Rail Authority Metrolink Rehabilitation Program

Section 4. This resolution shall take effect immediately upon its adoption.

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Attachment: RESOLUTION 26-011 SGR Funds FY2627 ProjectList (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 1, 2026.

By: _____
Joe Baca, Jr., Board President
San Bernardino County Transportation Authority

ATTEST:

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

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Attachment: RESOLUTION 26-011 SGR Funds FY2627 ProjectList (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: ***Name*** .

Effective Date: ***Date Month, 20xx*** .

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

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Attachment: Attachment 2 SGR certs_assurances (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

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Attachment: Attachment 2 SGR certs_assurances (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

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Attachment: Attachment 2 SGR certs_assurances (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY: _____

AUTHORIZING OFFICER, Title
Unit/Department

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Attachment: Attachment 2 SGR certs_assurances (12658 : Fiscal Year 2026/2027 State of Good Repair Program Allocations)

Minute Action

AGENDA ITEM: 21

Date: July 1, 2026

Subject:
Amendment No. 1 to Contract 21-1002662 with Kleinfelder Construction Services, Inc. for the West Valley Connector Project

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

A. Approve Amendment No. 1 to Contract No. 21-1002662 with Kleinfelder Construction Services, Inc., to increase the contract compensation in the amount of $6,133,632, for a total contract amount of $19,715,933.73, funded with Measure I – Express Bus/Bus Rapid Transit funds, to continue providing construction management services, and any necessary project closeout services, for the West Valley Connector Project, and to add a one-year option term, which if exercised, will extend the contract through July 6, 2028.

B. Approve a contingency increase for Contract No. 21-1002662 in the amount of $613,363, for a new not-to-exceed contingency amount of $1,971,593.17, which would be released as necessary in compliance with SBCTA's Contracting and Procurement Policy No. 11000, as needed for construction management services for the West Valley Connector Project to be funded with Measure I - Express Bus/Bus Rapid Transit funds.

C. Allocate $6,746,995 in Measure I - Express Bus/Bus Rapid Transit funds and approve an increase, of the same amount, to the total budget authorized for the West Valley Connector Project, for a new not-to-exceed budget of $360,681,812.

Background:
The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans, and the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga, is constructing the West Valley Connector (WVC) Project. The WVC Project is a 100% zero-emission Bus Rapid Transit system. The WVC Project is 19 miles and will upgrade a portion of existing Route 61, which runs along Holt Boulevard, adding approximately 3.5 miles as center running dedicated bus-only lanes. There will be 21 stations that will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens.

On July 6, 2022, the Board of Directors awarded Contract No. 21-1002662 to Kleinfelder Construction Services, Inc. (Kleinfelder) to oversee construction of the WVC Project by providing inspection services, materials testing, scheduling services, and contract administration throughout the duration of the Project. Additionally, Kleinfelder processes Requests for Information and material or shop drawing submittals, as well as coordinates safety matters with the construction contractor. The original contract was valued at $13,582,301.73, and the expiration date was set for July 6, 2027.

As the WVC Project has progressed, Kleinfelder's involvement has expanded to meet additional design and construction needs, including field surveys and utility coordination. The original scope was based on construction starting in December 2022; however, delays to the final design and release of the Invitation for Bids ultimately forced the start of physical construction to

February 2024. The prolonged construction phase, and changes in scope and field conditions, have created the need for additional funds to ensure uninterrupted support from Kleinfelder and their associated consultants. It is also expected that various construction activities, including material testing, traffic signal work, system safety and security planning, and field support will continue through March 2027 as currently reflected in the construction schedule. Kleinfelder is committed to ensuring the delivery of these services through the current substantial completion date of March 2027, as well as any necessary project closeout services required by SBCTA past substantial completion.

Based on the needs noted above, staff is recommending the approval of Amendment No. 1 to Contract No. 21-1002662, to add a one-year option term and to increase the contract compensation in the amount of $6,133,632, for a total not-to-exceed amount of $19,715,933.73; and approve a contingency increase in the amount of $613,363, for a new not-to-exceed contingency amount of $1,971,593.17 to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000. Staff is preparing a contingency release in the amount of $1,334,023 concurrently with this item to allow for continuous construction management services.

Financial Impact:
This contract is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I - Express Bus/Bus Rapid Transit funds (Fund 4160), Federal Transit Administration Capital Investment Grant funds (Fund 2130), and Local Project Funds (Fund 6010) in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Joy Buenaflor, Deputy Director of Transit & Rail Programs

Contract Summary Sheet

General Contract Information

Contract No: 21-1002662 Amendment No.: 1

Contract Class: Payable Department: Transit

Vendor No.: 02864 Vendor Name: Kleinfelder Construction Services, Inc.

Description: Amendment No. 1 to Contract 21-1002662 for Construction Management Services - West Valley Connector

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	13,582,301.73	Original Contingency	$	1,358,230.17
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	6,133,632.00	Current Amendment	$	613,363.00
Total/Revised Contract Value	**$**	**19,715,933.73**	**Total Contingency Value**	**$**	**1,971,593.17**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**21,687,526.90**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12659

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/State/Local Construction Management N/A

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date: 07/06/2027 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 19,715,933.73	Total Contingency: $ 1,971,593.17
GL:	2130	30	0315	0334	52001	42107026		FTA CIG 5309	6,555,870.20	-
GL:	4160	30	0315	0334	52001	41100000		MSI Valley Fund Express	6,366,739.53	1,358,230.17
GL:	6010	30	0315	0334	52001	42909007		Omnitrans_Capital	659,692.00	-
GL:	4160	30	0315	0334	52001	41100000		MSI Valley Fund Express	6,133,632.00	613,363.00
GL:										-
GL:									-	-
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Joy Buenaflor
Project Manager (Print Name)

Victor Lopez
Task Manager (Print Name)

Additional Notes:

Attachment: 21-1002662-01 CSS (12659 : Contract No. 21-1002662 Amendment No. 1 - Kleinfelder Construction Management Services)

AMENDMENT NO. 1 TO CONTRACT NO. 21-1002662
FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE WEST VALLEY CONNECTOR

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

KLEINFELDER CONSTRUCTION SERVICES, INC.

This Amendment No. 1 to Contract No. 21-1002662 ("Amendment No. 1") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and Kleinfelder Construction Services, Inc. ("CONSULTANT"), whose address is 2280 Market Street, Suite 300, Riverside, CA 92501. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

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RECITALS:

A. SBCTA and CONSULTANT entered into Contract No. 21-1002662 ("Contract") dated August 8, 2022, whereby SBCTA engaged CONSULTANT to provide construction management services, including but not limited to Contractor oversight, schedule management, and quality assurance, for the West Valley Connector Project ("PROJECT").

B. The Parties desire to amend Contract to increase the contract amount by $6,133,632 for a total not-to-exceed amount of $19,715,933.73 and add provision for a one-year option to extend the term of the contract through July 6, 2028, to provide continued construction management services through substantial completion of the PROJECT and to provide final coordination, documentation, inspection, and administrative activities as needed to achieve full project closeout.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SBCTA and CONSULTANT agree as follows:

1. Article 2., "CONTRACT TERM", of the Contract shall be deleted and replaced in its entirety with the following:

"**ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of a written Notice to Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through July 6, 2027 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.

Attachment: 21-1002662-01 (12659 : Contract No. 21-1002662 Amendment No. 1 - Kleinfelder Construction Management Services)

SBCTA at its sole discretion may extend the original term of the Contract for one (1) one-year option term. The maximum term of this Contract, including the option term, if exercised, shall not exceed July 6, 2028."

2. Article 3.2, "COMPENSATION" of the Contract shall be deleted and replaced in its entirety with the following:

"3.2 The total Contract Not-To-Exceed Amount is Nineteen Million, Seven Hundred Fifteen Thousand, Nine Hundred Thirty Three Dollars and Seventy Three Cents ($19,715,933.73). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B.1 "Price Form". The hourly labor rates identified in Exhibit B.1 shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B.1. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for perdiem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rule. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (July 1, 2023), and shall be applied each July 1st for the term of the Contract".

3. The Recitals set forth above are incorporated herein by this reference.

4. Except as amended by this Amendment No. 1, all other provisions of the Contract, shall remain in full force and effect.

5. Exhibit B of the Contract is replaced with the revised Price Form, "Exhibit B.1", attached to this Amendment No. 1 and incorporated herein. All references to "Exhibit B" in the Contract are hereby replaced with "Exhibit B.1".

6. This Amendment No. 1 is effective on the date executed by SBCTA.

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

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Attachment: 21-1002662-01 (12659 : Contract No. 21-1002662 Amendment No. 1 - Kleinfelder Construction Management Services)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

KLEINFELDER CONSTRUCTION SERVICES, INC.

By:_____
Marc McIntyre
Vice President

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

APPROVED AS TO FORM:

By:_____
Iain MacMillan
Assistant General Counsel

CONCURRENCE:

By:_____
Alicia J. Bullock
Procurement Manager

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Attachment: 21-1002662-01 (12659 : Contract No. 21-1002662 Amendment No. 1 - Kleinfelder Construction Management Services)

Attachment: 21-1002662 WVC Exhibit B.1 Summary - TO BE PRINTED WITH AGENDA ITEM (12659 : Contract No. 21-1002662 Amendment No. 1

SUMMARY OF EXHIBIT B.1

Specific Rate of Compensation (Use for on call or As-Needed contracts)

(Construction Engineering and Inspection Contracts)

Contract Totals

	Firm Name	Hours	Costs
	Kleinfelder Construction Services		
	Labor Costs	49,253	$ 8,877,579.08
	Other Direct Costs		$ 368,561.02
Sub Total		**49,253**	**$ 9,246,140.10**
	Kleinfelder, Inc		
	Labor Costs	5,408	$ 1,220,519.31
	Other Direct Costs		$ 165,523.53
Sub Total		**5,408**	**$ 1,386,042.84**
	Anser Advisory		
	Labor Costs	15,312	$ 3,370,565.67
	Other Direct Costs		$ 131,274.38
Sub Total		**15,312**	**$ 3,501,840.05**
	TRC		
	Labor Costs	6,843	$ 1,850,262.12
	Other Direct Costs		$ 32,846.58
Sub Total		**6,843**	**$ 1,883,108.70**
	RTE		
	Labor Costs	3,172	$ 507,892.69
	Other Direct Costs		$ -
Sub Total		**3,172**	**$ 507,892.69**
	AIX		
	Labor Costs	1,325	$ 419,282.23
	Other Direct Costs		$ -
Sub Total		**1,325**	**$ 419,282.23**
	STC		
	Labor Costs	6,062	$ 1,182,462.42
	Other Direct Costs		$ 18,450.00
Sub Total		**6,062**	**$ 1,200,912.42**
	Soteria		
	Labor Costs	3,180	$ 550,038.81
	Other Direct Costs		$ 9,120.00
Sub Total		**3,180**	**$ 559,158.81**
	Guida		
	Labor Costs	1,170	$ 325,946.94
	Other Direct Costs		$ 3,341.08
Sub Total		**1,170**	**$ 329,288.02**
	PRE		
	Labor Costs	3,450	$ 666,117.87
	Other Direct Costs		$ 16,150.00
Sub Total		**3,450**	**$ 682,267.87**
Contract Grand Total Amount		**95,176**	**$ 19,715,933.73**

Minute Action

AGENDA ITEM: 22

Date: July 1, 2026

Subject:
Measure I 2026 Population Estimates

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

Adopt the 2026 Population Estimates for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds, and in the apportionment of shares of certain State and Federal funds.

Background:
Allocation of Measure I revenue is estimated within the Transportation Expenditure Plan authorized by Ordinance No. 04-01, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Projects Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F "Local Street Projects" states:

"Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance (DOF) population estimates for January 1, with the County's portion based upon the unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year."

Mountain/Desert Expenditure Plan, Section C "Local Street Projects" Paragraph 2 states:

"…funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department and reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data."

Additionally, San Bernardino County Transportation Authority (SBCTA) uses population as a factor in the allocation and/or apportionment of Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance Fund) and for tracking the equitable distribution of certain State and Federal funds (Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, State Transportation Improvement Program, Local Partnership Program, Federal Transit Administration Section 5311 Rural Grants, Senate Bill (SB) 1 State of Good Repair, Low Carbon Transit Operations Program, and most recently SB 125 funds).

The formulas are updated annually using the State DOF population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level

(city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks, etc.) collected from a variety of government agencies and educational segments. That local estimate is then aligned to the county-level figure, which is based on changes in annual counts for births, deaths, school enrollment, migration, medical care enrollment data, and group quarters population. Once the DOF has the data necessary to produce the annual sub-county report, the DOF's timeframe for calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Additional information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department, or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building, and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units, given the proper documentation. This may result in a higher population for a previous year, but does not directly impact current-year transportation funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by the California Department of Transportation using Urban Area Boundaries within the unincorporated areas. Both unincorporated and urban populations are adjusted to match the total population estimate provided by DOF for each unincorporated region.

The January 1, 2026 population estimates are recommended for approval and use in the allocation of Measure I Local Street Projects Program funds and the other TDA, State, and Federal funds. The 2026 population estimates (Attachment B) and the 2025 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there are no major changes in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2026, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SBCTA budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions.

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

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 10, 2026.

Responsible Staff:
Nohemi Moran, Management Analyst II

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 1, 2026:
May 2026 Population Estimates Release (ca.gov)

Overview

A full year of restrictive Federal policy changes cut legal internation migration to California by more than half in 2025 and drove a slight decline (less than 1/7 of 1%) in California's overall population, according to new data released today by the California Department of Finance.

These population estimates are produced annually by Finance for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update its population figures for the distribution of State subventions to cities and counties, and to comply with various State codes. Additionally, estimates are used for research and planning purposes by Federal, State, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Comparing the Census Bureau's recently released July 1, 2025, estimates with the Finance's January 1, 2026, estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series, including the effects of natural disasters, changes in migration patterns, and an accelerating slowdown in births. All Finance population and housing estimates are benchmarked to a decennial census.

Related population reports are available on the Department's website:
http://www.dof.ca.gov/Forecasting/Demographics/

Contents

The report contains preliminary year-over-year January 2026 and revised January 2021 through January 2025 population data for California cities, counties, and the state. These estimates are based on information as of January 1, 2026.

Methodology

City and Unincorporated Area Estimates. The Housing Unit Method (HUM) is used to estimate total and occupied housing units, household size, household population, and group quarters population. American Community Survey (ACS) data were used to distribute 2020 Census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate to the estimated civilian housing units. Vacancy rates are based on 2020 Census benchmark data, adjusted to incorporate the directional changes described by the latest available ACS data. Exact data on foreclosures or other housing market indicators are not reliably available to adjust vacancy rates and are not used.

Military-occupied housing units are added to civilian-occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes, including base realignments and closures. Household

Attachment: Attachment A Census Data Info (12685 : Measure I 2026 Population Estimates)

population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2020 Census benchmark data and are adjusted by ranking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2020 P.L. 94-171 File counts on group quarters and annually adjusted using reported changes for group quarters by State, Federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned with the county estimates described below.

State Estimate. The State population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

County Estimates. Most of the county population estimates result from averaging the first three methods below. We use a Vital Statistics Method in nine counties (Alpine, Calaveras, Inyo, Mariposa, Modoc, Sierra, Siskiyou, Trinity, and Tuolumne) with populations of 65,000 or less.

DLAC Method. A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the State total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical care and medical aid enrollments, and group quarters population.

Ratio-Correlation Method. This method models changes in household population as a function of changes in the distributions of school enrollments, labor force, and housing units. Estimates of county group quarters are added.

Tax Return Method. County proportions are derived by the U.S. Census Bureau using matched Federal income tax returns to estimate inter-county migration, along with vital statistics, group quarters, and other information for the population aged 65 and over.

Vital Statistics Method. County population estimates result from changes in county population values for births, deaths, and group quarters population.

Data Considerations

Sources. Data used in estimation models come from administrative records of several State and Federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2020 P.L. 94-171 data in the classification of student housing on or near campus were necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters the student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

Suggested Citation

State of California, Department of Finance, E-1 Population Estimates for Cities, Counties, and the State with Annual Percent Change — January 1, 2025 and 2026. Sacramento, California, May 2026.

Contact Information

For questions on the E-1, contact Doug Kuczynski, John Boyne, or Jordan Bruhn in the Demographic Research Unit at (916) 323-4086 or e-mail at ficalpop@dof.ca.gov.

Attachment: Attachment A Census Data Info (12685 : Measure I 2026 Population Estimates)

MEASURE I 2026 POPULATION SUMMARY — **ATTACHMENT B**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2026	(2) ADJUSTMENT	2026 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2025	%SUBAREA CHANGE FROM 2025
WEST VALLEY							
CHINO	95,946		95,946	6.01%	4.328%	440	0.02%
CHINO HILLS	77,191		77,191	4.83%	3.482%	(123)	-0.01%
FONTANA	219,774		219,774	13.76%	9.915%	602	0.03%
MONTCLAIR	38,378		38,378	2.40%	1.731%	852	0.05%
ONTARIO	187,863		187,863	11.76%	8.475%	3,459	0.21%
RANCHO CUCAMONGA	176,418		176,418	11.05%	7.959%	426	0.02%
UPLAND	78,406		78,406	4.91%	3.537%	(734)	-0.05%
UNINCORPORATED URBAN	15,643	(6)	15,643	0.98%	0.706%	(27,166)	-1.70%
UNINCORPORATED RURAL	651	(7)	651	0.04%	0.029%	(1,131)	-0.07%
TOTAL WEST VALLEY			890,270	55.74%	40.162%	(23,375)	-1.50%
EAST VALLEY							
COLTON	52,844		52,844	3.31%	2.384%	(434)	-0.03%
GRAND TERRACE	12,817		12,817	0.80%	0.578%	14	0.00%
HIGHLAND	56,655		56,655	3.55%	2.556%	(433)	-0.03%
LOMA LINDA	25,400		25,400	1.59%	1.146%	78	0.00%
REDLANDS	73,811		73,811	4.62%	3.330%	323	0.02%
RIALTO	106,809		106,809	6.69%	4.818%	1,244	0.07%
SAN BERNARDINO	222,292		222,292	13.92%	10.028%	(435)	-0.04%
YUCAIPA	54,711		54,711	3.43%	2.468%	(127)	-0.01%
UNINCORPORATED URBAN	99,961	(6)	99,961	6.26%	4.509%	23,729	1.48%
UNINCORPORATED RURAL	1,487	(7)	1,487	0.09%	0.067%	353	0.02%
TOTAL EAST VALLEY			706,787	44.26%	31.885%	24,312	1.50%
TOTAL VALLEY			1,597,057	100.00%	72.047%	936	-0.26%
MOUNTAINS							
BIG BEAR LAKE	4,920		4,920	8.30%	0.222%	(33)	-1.62%
UNINCORPORATED URBAN	43,665	(6) (3)	43,665	73.63%	1.970%	7,552	1.30%
UNINCORPORATED RURAL	10,716	(7) (3)	10,716	18.07%	0.483%	1,853	0.32%
TOTAL MOUNTAINS			59,302	100.00%	2.675%	9,372	0.41%
NORTH DESERT							
BARSTOW	24,727		24,727	43.18%	1.115%	(84)	0.55%
UNINCORPORATED URBAN	22,309	(6)	22,309	38.96%	1.006%	(588)	-0.38%
UNINCORPORATED RURAL	10,226	(7)	10,226	17.86%	0.461%	(270)	-0.17%
TOTAL NORTH DESERT			57,262	100.00%	2.583%	(942)	-0.05%

Attachment: Attachment B - 2026 Population Estimates (12685 : Measure I 2026 Population Estimates)

MEASURE I 2026 POPULATION SUMMARY — **ATTACHMENT B**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2026	(2) ADJUSTMENT	2026 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2025	%SUBAREA CHANGE FROM 2025
COLORADO RIVER							
NEEDLES (RURAL)	4,796		4,796	69.42%	0.216%	5	0.59%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,113	(7)	2,113	30.58%	0.095%	(57)	-0.59%
TOTAL COLORADO RIVER			6,909	100.00%	0.312%	(52)	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	27,166	(4)	27,166	37.25%	1.226%	2,909	3.03%
YUCCA VALLEY	21,798		21,798	29.89%	0.983%	(229)	-1.19%
UNINCORPORATED URBAN	7,574	(6)	7,574	10.38%	0.342%	(200)	-0.58%
UNINCORPORATED RURAL	16,398	(7)	16,398	22.48%	0.740%	(432)	-1.26%
TOTAL MORONGO BASIN			72,936	100.00%	3.290%	2,048	0.08%
VICTOR VALLEY							
ADELANTO	36,652	(5)	36,652	8.66%	1.653%	(498)	-0.07%
APPLE VALLEY	75,236	(5)	75,236	17.78%	3.394%	(26)	0.08%
HESPERIA	103,349	(5)	103,349	24.42%	4.662%	1,557	0.49%
VICTORVILLE	139,680	(5)	139,680	33.00%	6.301%	(1,333)	-0.15%
UNINCORPORATED URBAN	36,086	(6) (5)	36,086	8.53%	1.628%	(952)	-0.18%
UNINCORPORATED RURAL	32,217	(7) (5)	32,217	7.61%	1.453%	(850)	-0.16%
TOTAL VICTOR VALLEY			423,220	100.00%	19.092%	(2,101)	-0.18%
TOTAL DESERT			560,326			(1,047)	
TOTAL MOUNTAIN/DESERT			619,628		27.953%	8,325	0.26%
SUMMARY:							
TOTAL INCORPORATED	1,917,639		1,917,639		86.509%	7,420	-0.03%
TOTAL UNINCORPORATED	299,046		299,046		13.491%	1,841	0.03%
TOTAL COUNTY	2,216,685		2,216,685		100.000%	9,261	0.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2026 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
(4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
(5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.
(6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES.
(7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

Attachment: Attachment B - 2026 Population Estimates (12685 : Measure I 2026 Population Estimates)

MEASURE I 2025 POPULATION SUMMARY — **ATTACHMENT C**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
WEST VALLEY							
CHINO	95,506		95,506	5.98%	4.327%	2,921	0.11%
CHINO HILLS	77,314		77,314	4.84%	3.502%	900	0.00%
FONTANA	219,172		219,172	13.73%	9.929%	4,949	0.15%
MONTCLAIR	37,526		37,526	2.35%	1.700%	315	-0.01%
ONTARIO	184,404		184,404	11.55%	8.354%	3,180	0.06%
RANCHO CUCAMONGA	175,992		175,992	11.03%	7.973%	2,676	0.04%
UPLAND	79,140		79,140	4.96%	3.585%	855	-0.01%
UNINCORPORATED URBAN	42,809	(6)	42,809	2.68%	1.939%	(48)	-0.04%
UNINCORPORATED RURAL	1,782	(7)	1,782	0.11%	0.081%	10	0.00%
TOTAL WEST VALLEY			913,645	57.24%	41.390%	15,758	0.31%
EAST VALLEY							
COLTON	53,278		53,278	3.34%	2.414%	500	-0.01%
GRAND TERRACE	12,803		12,803	0.80%	0.580%	32	-0.01%
HIGHLAND	57,088		57,088	3.58%	2.586%	1,412	0.05%
LOMA LINDA	25,322		25,322	1.59%	1.147%	357	0.00%
REDLANDS	73,488		73,488	4.60%	3.329%	792	-0.01%
RIALTO	105,565		105,565	6.61%	4.782%	2,468	0.08%
SAN BERNARDINO	222,727		222,727	13.95%	10.090%	(3,814)	-0.41%
YUCAIPA	54,838		54,838	3.44%	2.484%	1,028	0.02%
UNINCORPORATED URBAN	76,232	(6)	76,232	4.78%	3.453%	446	-0.03%
UNINCORPORATED RURAL	1,134	(7)	1,134	0.07%	0.051%	7	0.00%
TOTAL EAST VALLEY			682,475	42.76%	30.917%	3,228	-0.31%
TOTAL VALLEY			1,596,120	100.00%	72.307%	18,986	0.01%
MOUNTAINS							
BIG BEAR LAKE	4,953		4,953	9.92%	0.224%	(5)	-0.06%
UNINCORPORATED URBAN	36,113	(6) (3)	36,113	72.33%	1.636%	211	0.05%
UNINCORPORATED RURAL	8,863	(7) (3)	8,863	17.75%	0.402%	52	0.01%
TOTAL MOUNTAINS			49,929	100.00%	2.262%	258	-0.02%
NORTH DESERT							
BARSTOW	24,811		24,811	42.63%	1.124%	142	0.00%
UNINCORPORATED URBAN	22,897	(6)	22,897	39.34%	1.037%	134	0.00%
UNINCORPORATED RURAL	10,495	(7)	10,495	18.03%	0.475%	61	0.00%
TOTAL NORTH DESERT			58,204	100.00%	2.637%	338	-0.02%

Attachment: Attachment C - 2025 Population Estimates (12685 : Measure I 2026 Population Estimates)

MEASURE I 2025 POPULATION SUMMARY — **ATTACHMENT C**
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2025	(2) ADJUSTMENT	2025 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2024	%SUBAREA CHANGE FROM 2024
COLORADO RIVER							
NEEDLES (RURAL)	4,791		4,791	68.83%	0.217%	22	-0.03%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,170	(7)	2,170	31.17%	0.098%	13	0.03%
TOTAL COLORADO RIVER			6,961	100.00%	0.315%	35	0.00%
MORONGO BASIN							
TWENTYNINE PALMS	24,257	(4)	24,257	34.22%	1.099%	(1,089)	-1.28%
YUCCA VALLEY	22,027		22,027	31.07%	0.998%	433	0.83%
UNINCORPORATED URBAN	7,774	(6)	7,774	10.97%	0.352%	46	0.14%
UNINCORPORATED RURAL	16,831	(7)	16,831	23.74%	0.762%	99	0.31%
TOTAL MORONGO BASIN			70,888	100.00%	3.211%	(512)	-0.06%
VICTOR VALLEY							
ADELANTO	37,150	(5)	37,150	8.73%	1.683%	1,019	0.10%
APPLE VALLEY	75,262	(5)	75,262	17.70%	3.409%	940	-0.07%
HESPERIA	101,792	(5)	101,792	23.93%	4.611%	1,705	0.01%
VICTORVILLE	141,013	(5)	141,013	33.15%	6.388%	2,811	0.13%
UNINCORPORATED URBAN	37,038	(6) (5)	37,038	8.71%	1.678%	217	-0.09%
UNINCORPORATED RURAL	33,067	(7) (5)	33,067	7.77%	1.498%	194	-0.08%
TOTAL VICTOR VALLEY			425,321	100.00%	19.268%	6,885	0.09%
TOTAL DESERT			561,374			6,746	
TOTAL MOUNTAIN/DESERT			611,303		27.693%	7,004	-0.01%
SUMMARY:							
TOTAL INCORPORATED	1,910,219		1,910,219		86.536%	24,549	0.09%
TOTAL UNINCORPORATED	297,205		297,205		13.464%	1,442	-0.09%
TOTAL COUNTY	2,207,424		2,207,424		100.000%	25,991	0.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2025 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
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Attachment: Attachment C - 2025 Population Estimates (12685 : Measure I 2026 Population Estimates)

Minute Action

AGENDA ITEM: 23

Date: July 1, 2026

Subject:
Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2026/2027

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2026/2027.

Background:
In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit their Capital Project Needs Analysis (CPNA) to SBCTA by September 30th. The CPNA is a list of eligible projects for which they plan to request reimbursement of the public share, as defined in the most recently adopted Development Mitigation Nexus Study, in the next five years. The collection of adopted CPNAs for Valley jurisdictions is included in Attachment A. Projects listed in the first two years or projects with unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2026/2027. In addition to identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement by SBCTA is subject to each jurisdiction's equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee the availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the Board. To date, advances have been approved for the Cities of Chino, Fontana, Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development share term loans.

The Arterial Sub-program current year funding allocations were approved by the Board on May 6, 2026, as part of the FY 2026/2027 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development share term loans. Since FY 2021/2022, adjustments have been made to each city's share over a 15-year period to achieve fair share equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency's five-year CPNA need for funds and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may need five-year advances in order to complete their projects, but these would be presented for consideration by the Board at a future date as requested.

Financial Impact:
The adopted Budget for Fiscal Year 2026/2027 includes sufficient Valley Arterial Sub-Program funds for new and ongoing projects to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026.

Responsible Staff:
Nohemi Moran, Management Analyst II

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2026/2027 to FY2030/2031

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI FY 30/31	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			12,407,000	16,200,000	2,000,000	0	0	0	0	0	0	**2,000,000**
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	39,292,000	74,000,000	1,833,830	1,724,000	10,483,187	8,638,983	2,641,605	0	0	**25,321,605**
	Widen Pine Avenue from Hellman Avnue to Euclid Avenue from 2 to 6 lanes			7,355,000	45,300,000	0	0	0	4,432,576	4,432,576	0	0	**8,865,152**
						3,833,830	**1,724,000**	**10,483,187**	**13,071,559**	**7,074,181**	**0**	**0**	**36,186,757**
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	0	2,789,884	0	0	0	**2,789,884**
	Soquel Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	253,834	0	0	0	**253,834**
						0	**0**	**0**	**3,043,718**	**0**	**0**	**0**	**3,043,718**
Colton	Improvement of La Cadena Dr from Rancho Ave to Iowa Split including bridge replacement at Santa Ana River			3,696,215	26,173,958	19,413	616,719	616,719	616,719	0	0	0	**1,869,570**
	Widen and realign Reche Cnyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes			6,782,000	5,669,970	65,982	29,328	180,954	180,954	180,954	0	0	**638,172**
	Widen Mount Vernon Ave Bridge over UPRR			4,800,000	17,662,602	182,550	533,699	533,699	533,699	0	0	0	**1,783,647**
						267,945	**1,179,746**	**1,331,372**	**1,331,372**	**180,954**	**0**	**0**	**4,291,389**
Fontana	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			16,522,000	4,230,000	2,609,814	0	0	0	0	0	0	**2,609,814**
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			14,377,000	21,343,063	506,137	0	0	0	0	0	0	**506,137**
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			9,643,000	13,147,629	5,563,638	0	0	0	0	0	0	**5,563,638**
	Citrus Avenue Widening at SR-210			1,195,000	620,000	420,980	0	0	0	0	0	0	**420,980**
	Widen Cherry Ave from Baseline Ave. to Highland Ave. from 4 to 6 lanes			5,625,000	3,900,000	1,302,865	0	0	0	0	0	0	**1,302,865**
	Widen Walnut Ave from I-15 to San Servaine from 2 to 4 lanes			5,806,000	3,900,000	1,345,235	0	0	0	0	0	0	**1,345,235**
	Intersection widening and traffic signal installation at Santa Ana Ave and Juniper Ave			12,857,000	870,000	590,730	0	0	0	0	0	0	**590,730**
	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes.			11,601,000	21,608,343	230,860	0	0	0	0	0	0	**230,860**
						12,570,259	**0**	**0**	**0**	**0**	**0**	**0**	**12,570,259**
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	5,803,765	**6,387,970**
	Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			16,000,000	15,599,600	87,775	1,728,537	1,151,746	5,797,439	0	0	0	**8,765,497**
						671,980	**1,728,537**	**1,151,746**	**5,797,439**	**0**	**0**	**5,803,765**	**15,153,467**
Grand Terrace	Extend Commerce Way from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			6,185,000	3,432,467	2,062,930	441,527	0	0	0	0	0	**2,504,457**
						2,062,930	**441,527**	**0**	**0**	**0**	**0**	**0**	**2,504,457**
Highland	SR-210/ 5th Street Interchange				23,225,000	0	402,450	802,724	4,384,826	0	0	0	**5,590,000**
	Highland/Redlands Regional Connector Gap Project				7,424,064		1,927,490						**1,927,490**
	Victoria Avenue Improvements Project			6,549,000	10,663,000	0	268,000	268,000	0	0	0	0	**536,000**
						0	**2,597,940**	**1,070,724**	**4,384,826**	**0**	**0**	**0**	**8,053,490**

Attachment: Attachment A - CPNA FY27-31 (12688 : CPNA Project List and Funding Allocation for Valley

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2026/2027 to FY2030/2031

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI FY 30/31	MI Future	MI Total
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	1,568,300	0	330,970	628,830	0	0	0	0	**959,800**
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	12,686,679	0	956,995	0	1,563,935	0	0	0	**2,520,931**
	Install traffic signal at Barton Rd & Benton St			235,632	242,112	0	0	148,172	0	0	0	0	**148,172**
						0	**1,287,965**	**777,002**	**1,563,935**	**0**	**0**	**0**	**3,628,903**
Montclair	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	32,219,539		0	1,990,241	0	0	0	0	0	**1,990,241**
						0	**1,990,241**	**0**	**0**	**0**	**0**	**0**	**1,990,241**
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,634,972	225,625	0	0	0	0	0	**1,860,596**
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes (Holt/Grove Intx)			50,898,000	9,143,990	4,162,997	634,888	0	0	0	0	0	**4,797,886**
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA	Yes	Yes	20,758,000	22,336,447	0	913,167	0	0	0	0	0	**913,167**
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			37,894,000	9,143,990	4,162,997	634,888	0	0	0	0	0	**4,797,886**
	Vineyard Avenue Widening from Riverside Drive to Chino Avenue				15,782,678	8,336,411	438,758	0	0	0	0	0	**8,775,169**
						18,297,377	**2,847,326**	**0**	**0**	**0**	**0**	**0**	**21,144,704**
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman Bullock from 0 to 4 lanes			10,567,000	7,434,218	3,199,098	0	0	0	0	0	0	**3,199,098**
	Construct a Traffic Signal at the Intersection of Milliken and 5th			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Widen Victoria Ave from EHS to I-15			554,000	412,341	293,999	0	0	0	0	0	0	**293,999**
	Construct a Traffic Signal at the Intersection of East and Miller			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of 6th and Rochester			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Carnelian and Banyan			539,000	600,297	428,012	0	0	0	0	0	0	**428,012**
	Construct a Traffic Signal at the Intersection of 6th and Hellman			617,000	1,081,710	771,973	0	0	0	0	0	0	**771,973**
	Construct a Traffic Signal at the Intersection of 6th and Utica			539,000	595,946	424,910	0	0	0	0	0	0	**424,910**
						7,224,872	**0**	**0**	**0**	**0**	**0**	**0**	**7,224,872**

Attachment: Attachment A - CPNA FY27-31 (12688 : CPNA Project List and Funding Allocation for Valley

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2026/2027 to FY2030/2031

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI FY 30/31	MI Future	MI Total
Redlands	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			870,000	956,000	0	0	104,584	630,580	0	0	0	**735,164**
	Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave			885,000	1,002,000	0	0	0	109,198	661,340	0	0	**770,538**
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			800,000	870,000	0	92,280	576,750	0	0	0	0	**669,030**
	Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes			1,500,000	1,500,000	1,153,500	0	0	0	0	0	0	**1,153,500**
	California Street Widening from Redlands Blvd. to I-10 (adding right turn lane to southbound)					3,383,600	0	0	0	0	0	0	**3,383,600**
	Highland/Redlands Regional Connector Gap Project				3,100,000	2,383,900	0	0	0	0	0	0	**2,383,900**
	Citrus Avenue & Redlands High School Underpass Project				7,000,000		1,153,500	0	4,229,500	0	0	0	**5,383,000**
	University Street and Colton Avenue Intersection Improvements				870,000	0	92,280	576,750	0	0	0	0	**669,030**
	University Street Improvements from Park Ave to Brockton Ave				5,200,000	0	0	0	0	922,800	0	3,076,000	**3,998,800**
	Construct a Traffic Signal at the Intersection of Ford Street and I-10				1,110,000	0	0	0	0	0	123,040	730,550	**853,590**
	Construct a Traffic Signal at the Intersection of Ford Street and I-10 WB				1,110,000	0	0	0	0	0	123,040	730,550	**853,590**
						1,153,500	**92,280**	**681,334**	**739,778**	**661,340**	**0**	**0**	**3,328,232**
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			25,098,000	15,022,010	8,878,008	0	0	0	0	0	0	**8,878,008**
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,505,000	4,780,875	2,825,497	0	0	0	0	0	0	**2,825,497**
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			792,000	888,254	524,958	0	0	0	0	0	0	**524,958**
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			9,022,000	8,272,659	4,889,141	0	0	0	0	0	0	**4,889,141**
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			7,554,000	6,298,766	4,094,901	0	0	0	0	0	0	**4,094,901**
	Widen Cactus Ave from Valley Blvd to Foothill Blvd from 3 to 4 lanes			774,000	481,229	284,406	0	0	0	0	0	0	**284,406**
	Widen Randall Ave from Cactus Ave to Riverside Ave from 2 to 4 lanes			745,000	4,284,491	2,532,134	0	0	0	0	0	0	**2,532,134**
						24,029,045	**0**	**0**	**0**	**0**	**0**	**0**	**24,029,045**
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	19,525,000	242,417,534	7,132,830	5,730,806	504,098	0	0	0	0	**13,367,734**
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	7,500,000	7,500,000	77,188	0	0	0	0	0	0	**77,188**
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes	8,479,000	9,000,000	4,541,832	0	0	0	0	0	0	**4,541,832**
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	8,500,000	8,500,000	35,009	0	0	866,560	3,380,000	0	0	**4,281,569**
						11,786,859	**5,730,806**	**504,098**	**866,560**	**3,380,000**	**0**	**0**	**22,268,323**
San Bernardino Sphere	Widen State Street from Adams St to Nolan St from 2 to 4 lanes			6,750,000	4,121,000	501,787	524,629	166,500	350,280	1,512,238	0	0	**3,055,434**
						501,787	**524,629**	**166,500**	**350,280**	**1,512,238**	**0**	**0**	**3,055,434**
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	4,000,000	0	0	0	2,290,680	0	0	0	**2,290,680**
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000	5,900,000	432,543	0	0	0	0	0	0	**432,543**
						432,543	**0**	**0**	**2,290,680**	**0**	**0**	**0**	**2,723,223**

Attachment: Attachment A - CPNA FY27-31 (12688 : CPNA Project List and Funding Allocation for Valley

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2026/2027 to FY2030/2031

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI FY 30/31	MI Future	MI Total
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	8,059,000	2,030,000	1,402,000	0	0	0	0	0	0	**1,402,000**
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	26,968,000	9,053,000	6,208,000	0	0	0	0	0	0	**6,208,000**
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,804,000	7,427,000	1,740,000	900,000	900,000	900,000	0	0	0	**4,440,000**
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	699,000	10,002,000	6,869,000	0	0	0	0	0	0	**6,869,000**
	Widen Yucaipa Bl from I-10 to Bryant Street		Yes	20,248,000	20,545,000	11,651,000	900,000	900,000	900,000	0	0	0	**14,351,000**
						27,870,000	**1,800,000**	**1,800,000**	**1,800,000**	**0**	**0**	**0**	**33,270,000**
Total						**$ 110,702,927**	**$ 21,944,997**	**$ 17,965,963**	**$ 35,240,147**	**$ 12,808,713**	**$ -**	**$ 5,803,765**	**$ 204,466,513**

Attachment: Attachment A - CPNA FY27-31 (12688 : CPNA Project List and Funding Allocation for Valley

ATTACHMENT B

Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Future Need

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
Jurisdiction	Current Equitable Share*	FY10/11 thru FY26/27	Reimbursements FY10/11 thru 5/20/26	Allocation Balance	Approved Advances @ 5/20/26	Term Loan Collateral @ 5/20/26	Balance PLUS Anticipated Revenue FY27/28 thru FY30/31	*Balance of Equitable Share Due in FY30/31*	Total "Needs" from CPNA FY26/27 thru FY30/31 (incl loan collateral)	Total "Needs" thru FY30/31 when limited by 5-yr rule thru FY35/36
Chino	7.591%	**$27,174,099**	**$4,098,787**	**$23,075,312**	**$12,966,199**		$33,026,818	*$534,562*	$36,186,757	$36,186,757
Chino Hills	2.194%	**$3,185,579**	**$0**	**$3,185,579**			$3,185,579	*-$147,045*	$3,043,718	$3,043,718
Colton	2.534%	**$9,591,258**	**$419,427**	**$9,171,831**			$12,642,980	*$311,240*	$4,291,389	$4,291,389
Fontana	19.400%	**$55,899,382**	**$20,768,937**	**$35,130,444**			$53,563,312	*-$6,831,384*	$12,570,259	$12,570,259
Grand Terrace	1.389%	**$5,257,402**	**$151,462**	**$5,105,940**			$7,008,635	*$170,605*	$2,504,457	$2,504,457
Highland	6.777%	**$25,573,081**	**$6,316,933**	**$19,256,149**		**$2,365,431**	$28,517,104	*$812,462*	$8,053,490	$8,053,490
Loma Linda	4.074%	**$15,420,199**	**$5,953,848**	**$9,466,351**			$15,047,040	*$500,391*	$3,628,903	$3,628,903
Montclair	0.597%	**$2,259,661**	**$1,913,734**	**$345,927**	**$1,086,167**	**$1,990,241**	$1,163,715	*$73,327*	$1,990,241	$1,237,042
Ontario	12.272%	**$46,449,848**	**$20,483,301**	**$25,966,547**	**$6,383,764**		$42,777,103	*$1,507,316*	$21,144,704	$21,144,704
Rancho Cucamonga	5.044%	**$15,475,766**	**$5,429,607**	**$10,046,160**			$15,446,657	*-$1,016,221*	$7,224,872	$7,224,872
Redlands	4.854%	**$18,372,520**	**$2,112,512**	**$16,260,008**			$22,909,164	*$596,195*	$3,328,232	$3,328,232
Rialto	3.831%	**$13,918,717**	**$11,055,088**	**$2,863,629**			$7,944,600	*$322,017*	$24,029,045	$16,270,418
San Bernardino	7.857%	**$29,738,955**	**$13,283,274**	**$16,455,681**	**$14,294,835**		$27,218,437	*$965,041*	$22,268,323	$22,268,323
Upland	2.743%	**$10,382,328**	**$3,158,457**	**$7,223,871**	**$2,029,872**		$10,981,316	*$336,911*	$2,723,223	$2,723,223
Yucaipa	5.965%	**$20,815,933**	**$16,202,261**	**$4,613,672**	**$9,897,453**		$12,279,406	*$282,835*	$33,270,000	$22,784,891
County	12.878%	**$48,743,574**	**$6,458,573**	**$42,285,001**			$59,925,675	*$1,581,748*	$18,208,901	$18,208,901
Arterial Allocation	100.000%	**$348,258,301**	**$117,806,200**	**$230,452,101**	**$46,658,290**	**$4,355,672**	**$353,637,539**	***$0***	**$204,466,513**	**$185,469,578**

Attachment: Attachment B - Arterial Program Summary (12688 : CPNA Project List and Funding

Minute Action

AGENDA ITEM: 24

Date: July 1, 2026

Subject:
Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills

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

Approve Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills to establish eligibility for reimbursement of Measure I funds to the City under the Measure I Valley Major Street Program – Arterial Sub-program.

Background:
The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved the creation of the Valley Arterial Sub-program under the Major Street Program. Strategic Plan Policy No. 40001 and No. 40006 provide the framework for administering the Sub-program. Policy No. 40006 requires jurisdictions to execute a Jurisdiction Master Agreement with SBCTA before they are eligible to receive reimbursement of Measure I funds allocated to their jurisdiction under the Sub-program.

A revised model Jurisdiction Master Agreement was approved by the SBCTA Board on June 1, 2011. This revision of the original model agreement serves as the basis for individual multi-year agreements that extend throughout Measure I 2010-2040, eliminating the need for annual agreement approvals for both jurisdiction and SBCTA. The contracts will end June 30, 2040.

Attached is Jurisdiction Master Agreement No. 26-1003455 for the City of Chino Hills. SBCTA will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Sub-program, based on SBCTA's annual budget and the City's Capital Project Needs Analysis. Unspent allocations from the current fiscal year will be rolled over into the subsequent fiscal year. Jurisdictions may be reimbursed for the public share of project expenses up to the cumulative allocation limit, as documented in the funding allocation table.

Establishing a Jurisdiction Master Agreement at this time will formalize the relationship between SBCTA and the City of Chino Hills, ensure consistency with current Measure I policies, and provide the necessary framework for the administration and reimbursement of eligible project costs moving forward. Staff recommends approval of Jurisdiction Master Agreement No. 26-1003455 for the City of Chino Hills.

Financial Impact:
The adopted Budget for Fiscal Year 2026/2027 includes sufficient Valley Arterial Sub-program funds for new and ongoing projects to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 11, 2026. **After the recommendation action, staff discovered an unintentional reference to "San Bernardino Associated Governments" in the draft agreement and has replaced it with the intended**

reference to "San Bernardino County Transportation Authority". SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:
Nohemi Moran, Management Analyst II

Contract Summary Sheet

General Contract Information

Contract No: 26-1003455 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 00477 Vendor Name: City of Chino Hills

Description: Jurisdiction Master Agreement

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

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12689

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Allocation N/A

Accounts Payable

Estimated Start Date: 06/03/2026 Expiration Date: 06/30/2040 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ -	Total Contingency: $ -
GL:	4131	50	0550	0515	54830	41100000		MSI Valley Major Street -	-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Nohemi Moran
Project Manager (Print Name)

Ryan Graham
Task Manager (Print Name)

Additional Notes:

Attachment: 26-1003455 CSS (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

JURISDICTION MASTER AGREEMENT NO. 26-1003455

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO HILLS

THIS **JURISDICTION MASTER AGREEMENT** is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SBCTA") and the City of Chino Hills (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program - Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement ("Agreement") is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SBCTA Board of Directors; and

WHEREAS, SBCTA will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SBCTA's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SBCTA will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program - Arterial Sub-program funds in an amount that is determined by SBCTA as part of its annual approval of the Measure I allocation for that program;

NOW, THEREFORE, SBCTA and CITY agree to the following:

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Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

SECTION I

SBCTA AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SBCTA an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, 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.

2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SBCTA's annual budget and CITY'S CPNA submittal to SBCTA for the applicable fiscal year. SBCTA will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.

3. Except as provided below in Section II Article 8, when conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, the work of other auditors will be relied upon to the extent that the work is acceptable to SBCTA when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SBCTA's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SBCTA Nexus Study and are included as projected expenditures in the first two years of the applicable CPNA or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program - Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SBCTA Measure I 2010-2040 Strategic Plan Policy No. 40002.

2. To prepare and submit to SBCTA an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SBCTA's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SBCTA as frequently as monthly, up to the cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving

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Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.

4. To provide the percentage share of total eligible project expenses as specified in the most current, approved version of the SBCTA Development Mitigation Nexus Study, which represents the development share.

5. To maintain copies of all consultant/contractor invoices, source documents, books, and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA. Copies will be made and furnished by CITY upon request.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles to support CITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (120) days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SBCTA, must state that these project funds were used in conformance with this Agreement and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SBCTA, at SBCTA's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this Agreement.

9. To notify SBCTA of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SBCTA.

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Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino County Transportation Authority.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State, and local laws and regulations pertaining to projects funded through this Agreement, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SBCTA's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year.

2. SBCTA's financial responsibility shall be the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SBCTA Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.

3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SBCTA retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SBCTA shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.

5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by CITY in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

CITY's indemnification obligation applies to SBCTA's "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation, and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement. SBCTA warrants that it maintains insurance for these purposes.

6. This Agreement is expressly subordinated to any bonds, notes, certificates, or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SBCTA.

7. The terms of this Agreement represent the consent of the CITY to provide the full development share for the project required by the SBCTA Nexus Study, and that failure to contribute the development share according to the terms of this Agreement does not obligate SBCTA to provide supplemental funds or otherwise remedy that failure. SBCTA may terminate or modify this Agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the project according to the terms herein.

8. SBCTA shall track the CITY's equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on the time of allocation of Measure I funds in the SBCTA budget.

9. The Recitals stated above are true and correct and are incorporated by this reference into the Agreement.

10. The effective date shall be the date upon which SBCTA executes this Agreement.

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

DRAFT

Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

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

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Joe Baca, Jr.
Board President

Date: _____

APPROVED AS TO FORM

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CITY OF CHINO HILLS

By: _____
Brian Johsz
Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Mark D. Hensley
City Attorney

Date: _____

ATTEST

By: _____
Cheryl Balz
City Clerk

Date: _____

DRAFT

Attachment: 26-1003455 (12689 : Jurisdiction Master Agreement No. 26-1003455 with the City of Chino Hills)

Minute Action

AGENDA ITEM: 25

Date: July 1, 2026

Subject:
Contract No. 26-1003438 for the Transportation Development Act Triennial Performance Audits for Fiscal Years 2024/2025/2026

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

Approve Contract No. 26-1003438 with Michael Baker International, Inc., for the Transportation Development Act Triennial Performance Audits for Fiscal Years 2024/2025/2026, in an amount not-to-exceed $157,306, to be funded by the Local Transportation Fund – Administration funds.

Background:
The Request for Proposals (RFP) No. 26-1003438 was released on February 25, 2026, in accordance with San Bernardino County Transportation Authority's (SBCTA) procurement policies and procedures for professional services. The solicitation was electronically sent to 268 consultants registered on PlanetBids and was downloaded by 16 firms. The question-and-answer period remained open through March 11, 2026. The Scope of Work (SOW) for the RFP, as described in Exhibit A, included conducting the Fiscal Year (FY) 2024-2026 Transportation Development Act (TDA) Triennial Performance Audits of SBCTA and the following transit operators/claimants: City of Needles, Morongo Basin Transit Authority, Mountain Transit, Omnitrans, and Victor Valley Transit Authority.

SBCTA received two 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 SBCTA staff. Each evaluator independently reviewed and scored the proposals based on the evaluation criteria outlined in the RFP, including firm qualifications, staffing and organization, work plan, and price. Following individual evaluations, the Committee convened on April 15, 2026, to discuss proposal strengths and weaknesses, finalize technical scores, and identify the highest-ranked firms for interviews.

Based on the technical scores, the Committee short-listed both firms for interviews: Moore & Associates, Inc. and Michael Baker International, Inc. Interviews were conducted on April 23, 2026, consisting of a presentation and question-and-answer session. The interview and technical proposal were weighted 60% and 40%, respectively, for a total combined score of 100%. Variances in the criteria scores were noted and discussed. Full details of the scores are included in the Contract Audit File. The price proposal submitted by the top-ranking firm was determined to be reasonable and fair when compared with the Independent Cost Estimate.

The following is the ranking of the firms as determined by the combined scores of the proposal evaluation and interviews:

Firm Name	**Ranking**
Michael Baker International, Inc.	1
Moore & Associates, Inc.	2

Entity: San Bernardino County Transportation Authority

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

Staff recommends approval of Contract No. 26-1003438 to Michael Baker International, Inc., to conduct the FY 2024-2026 TDA Triennial Performance Audits, in an amount not-to-exceed $157,306, to be funded with Local Transportation Fund - Administration funds.

Financial Impact:
The TDA Triennial Performance Audit consultant contract award is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Local Transportation Fund - Administration in Program 50, Task 0500 Fund Administration, Sub-Task 0502 TDA Administration.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on June 11, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Brianna Martinez, Management Analyst III

Contract Summary Sheet

General Contract Information

Contract No: 26-1003438 Amendment No.:

Contract Class: Payable Department: Fund Administration

Vendor No.: 03168 Vendor Name: Michael Baker International, Inc.

Description: FY 2024-2026 TDA Triennial Performance Audit

Dollar Amount					
Original Contract	$	157,306.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**157,306.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**157,306.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12691

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 07/01/2026 Expiration Date: 12/31/2027 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 157,306.00	Total Contingency: $ -
GL:	1030	50	0500	0502	52100	41200000		Sales Tax - LTF (Admin)	157,306.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Brianna Martinez
Project Manager

Ryan Graham
Task Manager

Additional Notes:

Attachment: 26-1003438 - CSS (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

CONTRACT NO. 26-1003438

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

MICHAEL BAKER INTERNATIONAL, INC.

FOR

2024-2026 TRANSPORTATION DEVELOPMENT ACT (TDA) TRIENNIAL PERFORMANCE AUDIT

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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 Michael Baker International, Inc. ("CONSULTANT"), whose address is 3100 Zinfandel Drive, Suite 125, Rancho Cordova, CA 95670. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

Attachment: 26-1003438 (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through **December 31, 2027,** 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 The total Contract Not-To-Exceed Amount is One Hundred Fifty-Seven Thousand, Three Hundred Six Dollars ($157,306). The method of payment for this Contract will be based on a lump sum. The total lump sum price paid to CONSULTANT will include compensation for all Work and deliverables, including any approved travel and equipment described in the Scope of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the Scope of Work. In the instance of a change in the Scope of Work, adjustment to the total lump sum compensation will be negotiated between the Parties. Adjustment in the total lump sum will not be effective until authorized contract amendment and approved by SBCTA.

3.2 Progress payments may be made monthly in arrears based on the percentage of Work completed by CONSULTANT.

3.3 CONSULTANT shall not start any Work until this Contract has been approved by SBCTA and an NTP has been issued by SBCTA. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Contract.

ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include a request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up

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Attachment: 26-1003438 (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission

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

4.4 Intentionally Omitted.

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Intentionally Omitted.

ARTICLE 5. TAXES, DUTIES AND FEES

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

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Attachment: 26-1003438 (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

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

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

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

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9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

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

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

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

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

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

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11.2.1 Increases or decreases the Scope of Work;

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

11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

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

11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or

11.2.7 Approves any demand or claims for additional payment.

11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.

11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

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

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

ARTICLE 12. CHANGES

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

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

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ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Rick Williams	Project Manager
Emily Webb	Sr. Transit Planner
Ashley Karfp	Project Analyst
Derek Wong	AICP-AECOM Senior Advisor
Sakin Djantchiemo	AECOM – Infrastructure Economist

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ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

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

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

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

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

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

ARTICLE 18. TERMINATION

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

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

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

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

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

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

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

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

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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, 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 contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the

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CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted.

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name SBCTA and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

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

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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 $500,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT's deductible or SIR.

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

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

21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice.

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In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

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

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, 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 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.

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

21.2.11 Project Specific Insurance. Intentionally Omitted.

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

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

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

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

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

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the San Bernardino Council of Governments ("SBCOG"), SBCOG's Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"),

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from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG, SBCOG's Entities (see Exhibit C), and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

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

25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must

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be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE, AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To Michael Baker International, Inc.	**To SBCTA**
3100 Zinfandel Drive, Suite 125	**1170 W. 3rd Street, 2nd Floor**
Rancho Cordova, CA 95670	**San Bernardino, CA 92410-1715**
Attn: Rick Williams	**Attn: Brianna Martinez**
Email: rick.williams@mbakerintl.com	**Email: bmartinez@gosbcta.com**
Phone: (916) 517-4488	**Phone: (909) 884-8276**
2nd Contact:	**Copy: Procurement Manager**
Email:	**Email: procurement@gosbcta.com**

ARTICLE 33. DISPUTES

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

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

ARTICLE 34. GRATUITIES

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

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ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, State, and Federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

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ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

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

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

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ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Trudi Lim
Senior Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

Date: _____

APPROVED AS TO FORM

By: _____
Richard Beck
Assistant Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

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Attachment: 26-1003438 (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

Transportation Development Act Triennial Performance Audit
For Fiscal Years 2023/2024, 2024/2025 and 2025/2026
SCOPE OF WORK
No. 26-1003438

The San Bernardino County Transportation Authority (SBCTA) is required by California State statute, Public Utilities Code (PUC) Section 99246 to conduct an independent performance audit of its activities and the activities of each operator located within its jurisdiction to whom it allocates funding from the Transportation Development Act (TDA). This audit is conducted every three years and must be conducted in compliance with relevant sections of the TDA and the "Performance Audit Guidebook" for Transit Operators and Regional Transportation Planning Entities published by the California Department of Transportation (Caltrans). The performance audit must be completed and submitted to the Director of Caltrans. The Consultant will be required to perform the following tasks as part of the performance audits for the SBCTA, referred to herein as "SBCTA," and each of five transit providers, referred to herein individually as "Operator" or collectively as the "Operators":

1. SBCTA Audit

a. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine SBCTA's compliance with the TDA, including compliance with TDA requirements for identification of unmet transit needs, and related sections of the California Administrative Code for Fiscal Years (FYs) 2023/2024, 2024/2025, and 2025/2026. The specific Code Sections for which compliance is to be verified are those specified within the "Performance Audit Guidebook" for Transit Operators and Regional Transportation Planning Entities (PAG). See reference document available at PlanetBids. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for SBCTA and assess the implementation of and/or progress being made on audit recommendations. The Consultant will need to make determinations as to whether recommendations that have not been implemented are:

i. No longer applicable;
ii. Infeasible;
iii. Should still be implemented; or
iv. Underway

If a prior audit recommendation(s) has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendations. Significant accomplishments in implementing prior recommendations should be recognized.

Attachment: RFP26-1003438 - SOW (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

c. Review SBCTA Functions

The Consultant will review each of the SBCTA TDA-related functions, consistent with the PAG. The functional review is expected to include interviews with SBCTA management, staff, and governing board, as well as with Operators under SBCTA's jurisdiction. Supplemental interviews with other regional agencies and state or federal agencies may be appropriate to gather more detailed information about areas of concern. Concerns over inefficient or ineffective SBCTA performance may be raised by:

i. SBCTA and Operator interviews concerning SBCTA's functions;
ii. Documents, such as the regional transportation plan, the Short Range Transit Plan, and adopted policies and procedures for evaluating TDA Claims;
iii. Follow up of prior performance audits; and
iv. Review of SBCTA's compliance with statutory and regulatory requirements.

2. Transit Operator Audits

The Operators to be included in this Scope of Work are: Morongo Basin Transit Authority; Mountain Area Regional Transit Authority; City of Needles, for their transit services; Omnitrans; and Victor Valley Transit Authority.

a. Determine Compliance with the Legal and Regulatory Requirements

The Consultant will be required to review and determine each Operator's compliance with the TDA and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified with the PAG. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Operator and assess the Operator's implementation of and/or progress being made on audit recommendations. The Consultant will need to make a determination as to whether recommendations that have not been implemented are:

i. No longer applicable;
ii. Infeasible;
iii. Should still be implemented; or
iv. Underway

If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

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c. Verify Performance Indicators

As part of the performance audit, Section 99246 of the PUC requires verification of five performance indicators: operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee. The Consultant will review and validate the Operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The Consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

As part of the functional review described below, the Consultant will be expected to select, calculate, and analyze additional performance indicators that are appropriate to identify, quantify, and/or resolve performance problems and potential areas for improvement.

d. Review Operator Functions

The Consultant will review each operational function, consistent with the PAG. The functional review is expected to include interviews with the Operator's management, staff, and governing board, as well as with selected SBCTA staff. Concerns over inefficient or ineffective Operator performance may be raised by:

i. Operator and SBCTA interviews concerning Operator functions;
ii. Documents, such as user surveys or Short Range Transit Plans;
iii. Review and analysis of TDA-required performance indicators;
iv. Follow-up of prior performance audits; and
v. Review of Operator compliance with statutory and regulatory requirements

Concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. This detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

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3. Audit Deliverables

Upon completion of the above steps, the Consultant will prepare a management letter for each Operator and SBCTA that contains:

a. Findings regarding performance compared with goals and objectives.
b. Findings regarding implementation of prior performance audit recommendations.
c. Verification of, at a minimum, the five TDA indicators.
d. Verification that the public transit Operator is not precluded by its labor agreement from employing part time operators or contracting with common carriers.
e. Recommendations, including estimated costs and benefits, for improving performance. Such recommendations may include where further analysis is indicated in the following functional areas:

- Governing Body Role
- Management and Organization
- Transportation/Operations
- Maintenance
- Service Planning
- Budgeting and Financial Planning
- Management Reporting
- Grants Management
- Purchasing
- Marketing and Public Relations
- Personnel Management
- Risk Analysis, Claims, and Insurance
- Contract Operations

The Consultant will provide SBCTA and each Operator with an electronic copy of each draft management letter. After review, the Consultant will provide to SBCTA and each Operator an electronic copy of each final report.

The Consultant may be requested to make a presentation to each Operator's governing body, to the SBCTA Transit Committee, and possibly to the full SBCTA Board of Directors (Board).

Schedule:

February 25, 2026	SBCTA Releases Request for Proposals
March 25, 2026	Proposal Due Date
April 8, 2026	Interviews
July 1, 2026	SBCTA awards consultant contract
January 18, 2027	Draft management letters submitted
February 12, 2027	Final management letters
May 13, 2027	Presentation to SBCTA Transit Committee
May TBD, 2027	Presentation to Needles City Council
May TBD, 2027	Presentation to Victor Valley Transit Authority Board
May TBD, 2027	Presentation to Mountain Area Regional Transit Authority Board
May TBD, 2027	Presentation to Morongo Basin Transit Authority Board
May TBD, 2027	Presentation to Omnitrans Board
June 2, 2027	Presentation to SBCTA Board (all audits if necessary)

Attachment: RFP26-1003438 - SOW (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

Summary of Operations:

1. City of Needles, for their transit services
City of Needles Transit Services has one route that provides deviation service that operates within the incorporated city, as well as Dial-a-Ride Service for seniors and persons with disabilities, a Dial-a-Ride Medical that provides rides for medical appointments only, and a Shopper Shuttle that provides rides to the neighboring City for more opportunities to buy goods. Starting in FY 2025/2026, the City of Needles combined Dial-a-Ride Medical and the Shopper Shuttle to create one service named Ft Mohave/Bullhead Shuttle. These services were operated through a private contractor, Transportation Concepts (TC). During FY 2025/2026 Needles Area Transit is estimated to carry 29,418 passengers while operating 3,436revenue service hours. Operating expenses totaled $506,000 while passenger fares were approximately $30,000.

2. Morongo Basin Transit Authority (Basin Transit)
Basin Transit was formed as a Joint Powers Authority (JPA) between the Town of Yucca Valley, City of Twentynine Palms, and the County of San Bernardino. Basin Transit operates deviated fixed route and general public demand response as well as intercity service into the Palm Springs area. During FY 2025/2026, Basin Transit is estimated to carry 170,578 passengers while providing 29,738 revenue service hours. Operating expenses totaled $4,333,328 and passenger fares were approximately $338,736.

3. Mountain Area Regional Transit Authority (Mountain Transit)
Mountain Transit was formed as a JPA between the City of Big Bear Lake and the County of San Bernardino. Mountain Transit operates a fixed route system in the Big Bear area and the Crestline area and a general dial-a-ride as well as intercity service from Big Bear Lake, Lake Arrowhead and Crestline into the City of San Bernardino. Mountain Transit provides free fares for its services on the mountain. Fares are provided by contributions from the County of San Bernardino and Community Agencies. During FY 2025/2026, Mountain Transit carried 362,538 passengers while providing 51,400 revenue service hours. Operating expenses totaled $4,222,360 while passenger fares were $808,193.

4. Omnitrans
Omnitrans is a JPA between 16 cities and the County of San Bernardino. Omnitrans directly operates fixed route service in the San Bernardino Valley and contracts with First Transit to provide ADA complementary paratransit service for seniors and persons with disabilities and its Microtransit service. During FY 2025/2026, Omnitrans is estimated to carry 7,823,896 passengers while providing 356,551 revenue service hours. Operating expenses totaled $103,604,488 while passenger fares totaled $11,303,960.

5. Victor Valley Transit Authority (VVTA)
VVTA is a JPA between the Cities of Adelanto, Barstow, Hesperia, and Victorville; the Town of Apple Valley; and the County of San Bernardino. VVTA administration is in-house while operations and maintenance are contracted services through Keolis. During FY 2025/2026, VVTA is estimated to carry 1,872,904 passengers while providing 327,843 revenue service hours. Operating expenses totaled $52,356,606 while passenger fares totaled $7,667,820.

Attachment: RFP26-1003438 - SOW (12691 : Contract No. 26-1003438 for the TDA Triennial Performance Audits for FY 2024-2026)

EXHIBIT B

COMPENSATION SUMMARY

Attachment: EXHIBIT B Compensation Summary - To Be Added With Agenda Item Contract (12691 : Contract No. 26-1003438 for the TDA

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Michael Baker International, Inc.	Michael Baker will be responsible for overall quality assurance and oversee the performance audit of SBCTA and lead the performance audits of the transit operators.	$ 157,306.00
	SUBTOTAL	**157,306.00**
	OTHER DIRECT COSTS	
	TOTAL COSTS	**$ 157,306.00**

TASK NUMBER	TASK DESCRIPTION	COST
Task 1	Kickoff, Data Collection, and Project Management	$ 13,082.00
Task 2	Site Visits and Interviews	28,880.00
Task 3	Determine Compliance with Statutory and Regulatory Requirements	10,948.00
Task 4	Status of Prior Performance Audit Recommendations	8,868.00
Task 5	Verify Transit Performance Indicators	20,120.00
Task 6	Functional Review	39,960.00
Task 7	Audit Deliverables and Presentations	26,648.00
	SUBTOTAL	**148,506.00**
	OTHER DIRECT COSTS	**8,800.00**
	TOTAL COSTS	**$ 157,306.00**

[1] Board of Directors authorization pertains to total contract award amount. Compensation adjustments between consultants may occur;

Attachment: EXHIBIT B Compensation Summary - To Be Added With Agenda Item Contract (12691 : Contract No. 26-1003438 for the TDA

Minute Action

AGENDA ITEM: 26

Date: July 1, 2026

Subject:
2026 Update to the 10-Year Delivery Plan - Valley Transit Programs

Recommendation:
Receive report on the planned update to the 10-Year Delivery Plan for the San Bernardino Valley Metrolink/Rail Service Program and San Bernardino Valley Express Bus/Bus Rapid Transit Service Program.

Background:
The Strategic Plan serves as the policy manual for the delivery of Measure I 2010-2040 Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates approval of the 2026 Update to the Delivery Plan (2026 Update) by the Board in December 2026.

Valley Metrolink/Rail Service Program
In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 8% of the Measure I revenue collected in the Valley Subarea funds the Valley Metrolink/Rail Service Program, which for Fiscal Year (FY) 2026/2027 is estimated to be about $16.8 million. The 2025 Update to the 10-Year Delivery Plan (2025 Update) included estimated Metrolink/Rail Service Program project and operations costs over the 10-year period of $368.4 million, with $181.3 million from Measure I, $146 million from State and Federal funds, and $41 million from competitive grant awards.

Since the adoption of the 2025 Update, Arrow passenger rail service has continued to gain ridership. The Southern California Regional Rail Authority reports that three out of the past four quarters have experienced an increase in the year-over-year average weekday ridership and two of the past four quarters report year-over-year increases in total weekend ridership. In the 2025 Update, SBCTA identified full funding for a reduced scope of the San Bernardino Line Double Track project. With the final piece of the funding plan approved in the 2026 State Transportation Improvement Program, the project is anticipated for construction in FY 2028/2029. On September 3, 2025, the Board directed that there would be no further negotiations with the Metro Gold Line Foothill Extension Construction Authority for a Memorandum of Understanding and no commitment of funds to the Gold Line project in San Bernardino County. On February 4, 2026, the Board directed that the funding from the project be re-programmed to

the Enhanced Metrolink Service Project, which would provide increased frequency from the Pomona-North to the Rancho Cucamonga Metrolink stations. The Enhanced Metrolink Service Project is currently in the planning phase and is planned to begin the Preliminary Engineering/Environmental Approval phase in the third quarter of FY 2026/2027.

Table 1 below provides an overview of the projects that have been identified for development in the 2026 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 1. Valley Metrolink/Rail Service Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Arrow Operations (annual cost)	N/A	+46M	On-going
San Bernardino Line Double Track	+1 yr	√	Design
Gold Line to Montclair	-	-	Cancelled
Enhanced Metrolink Service	N/A	N/A	Planning

Valley Express Bus/Bus Rapid Transit Service Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, the Valley Express Bus/Bus Rapid Transit Service Program initially received 2% of revenue collected in the Valley until March 31, 2020. Effective April 1, 2020, the Board approved an increase to 5% through the end of the Measure in 2040, with the 3% coming from the Valley Major Streets Program. Program revenue for FY 2026/2027 is estimated to be about $10.5 million. The 2025 Update included estimated Express Bus/Bus Rapid Transit Service Program project and operations costs for the West Valley Connector Project over the 10-year period of $399.5 million with $105.3 million from Measure I, $12.6 million from local and private funds, $7.4 million anticipated from fare revenues from operations, and $274.2 million from State and Federal funds, including $193 million from competitive grant awards.

Since the adoption of the 2025 Update, construction continues on the West Valley Connector Project. SBCTA has been successful in securing supplemental grants, including $19 million from the Transit and Intercity Rail Capital Program and $8 million from the Affordable Housing and Sustainable Communities Program. On July 2, 2025, the Board approved an additional $33.6 million of Measure I Valley Express Bus/Bus Rapid Transit Service Program funds for the right-of-way phase to accommodate right-of-way acquisitions and professional support services. SBCTA staff will seek Board approval of an additional increase of approximately $6.75 million of Measure I Valley Express Bus/Bus Rapid Transit Service Program funds to accommodate continuation of construction management services to assist in construction closeout and substantial completion. The project is fully funded with a current estimated capital project cost of $361 million. Construction is anticipated to be completed in April 2027, and system testing will take place during the duration of the mainline corridor and charging station construction. The West Valley Connector is scheduled to be open for revenue service in spring 2027.

During the 2025 Update, the Ontario International Airport (ONT) Connector Project was determined to be eligible for use of Valley Express Bus/Bus Rapid Transit Service Program funds. The project would have built a four-mile sub-surface bi-directional tunnel system to serve as an on-demand direct connection between ONT and the Rancho Cucamonga Metrolink Station using electric, autonomous vehicles. However, due to design-build bid prices, on December 3, 2025, the Board cancelled the project.

The 2026 Update adds one new project to the Valley Express Bus/Bus Rapid Transit Service delivery program. While it is too soon to tell which corridor will be selected, SBCTA staff is currently engaged in a planning-level effort to identify the next Bus Rapid Transit corridor to initiate project development. The planning study will be completed in early 2027. Once the next corridor is selected and approved by the Board, SBCTA staff will start the environmental phase for the corridor. The 2026 Update does not include project delivery phases beyond the environmental phase, as there is not enough information available at this time. Table 2 below provides an overview of the current capital project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 2. Valley Express Bus/Bus Rapid Transit Service Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
West Valley Connector	+1 yr	+40.3M	Construction
ONT Connector	-	-	Cancelled
Next Bus Rapid Transit Corridor	N/A	N/A	Planning

Other Projects of Interest

This section of the Delivery Plan highlights projects that are significant to SBCTA and the region but do not use funding from a specific Measure I Program. The 2025 Update included three transit projects:

The Diesel Multiple Unit (DMU) rail vehicle conversion to Zero Emission Multiple Unit (ZEMU) project, better known as the DMU to ZEMU, is an innovative and transformative transit project that is nearing completion. The initial ZEMU trainset was delivered to San Bernardino County for final testing in 2024 and began revenue service on September 13, 2025. Retrofit of the Arrow Maintenance Facility is complete, and the only remaining work for this project is the development and installation of a permanent hydrogen fuel facility to support the current and future ZEMU vehicles.

The ZEMU Vehicle Procurement project was initially conceived as a project to convert all three DMUs operating the entire Arrow Service corridor to a zero or low-emission revenue operation. However, as demonstrated by the ZEMU project, conversion of the vehicles was determined to be technically challenging, and that purchase of new trainsets is the most practical approach. Procurement of an all-new fleet of ZEMUs has significantly increased the cost of this initiative. At the May 6, 2026 Board meeting, the Board approved SBCTA staff to negotiate a federalized Sole Source procurement with Stadler US, Inc., for the purchase of an additional three ZEMU vehicles, exercising the purchase option provided in the current agreement with Stadler US, Inc. The final contract will be presented to the Board at a future date for consideration. SBCTA is simultaneously in the process of finalizing a full funding package for the contract option. The additional three ZEMUs are projected to be delivered in FY 2030/2031.

The Zero Emission Bus Initiative will replace current transit buses with zero-emission buses to meet the California Air Resources Board's Innovative Clean Transit regulation mandate. While the Zero Emission Bus Initiative procurements and costs will be expended by the transit operators in San Bernardino County, SBCTA will be required to nominate the projects to the Southern California Association of Governments for funding; therefore, it is important to continue to include this as a project in the 2026 Update. By Board Policy No. 40001, Congestion Mitigation and Air Quality (CMAQ) funds shall be considered as a significant source to fund transit capital projects and start-up operating expenses in accordance with CMAQ criteria. Recommendation of CMAQ funding for transit capital projects is to be made by SBCTA in a

manner consistent with the Delivery Plan and plans developed by the transit operators and approved by the Board. The total additional costs for vehicles and infrastructure associated with this mandate included in the 10-year period for the 2025 Update was estimated at $279.9 million, more than doubling the $131 million that would traditionally be reserved for bus purchases and replacements, and CMAQ funds are anticipated in SBCTA's programming documents for most of this cost. Staff will be working with each operator on their current replacement plan and funding needs for the 2026 Update.

Table 3 below provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 3. Other Projects of Interest Project Status

Project	Schedule	Cost	Phase
DMU to ZEMU	+1 yr	+2M	Construction
ZEMU Vehicle Procurement	+2 yr	+4.7M	Procurement
Zero Emission Bus Initiative	N/A	N/A	On-going

Revenue Forecast

The 2025 Update assumed that revenue would be increasing between 0.04% and 3.43%, with an overall average of 3.08% through 2040 based on combination of revenue estimates provided by HdL Companies and Beacon Economics. This update combines the five-year forecast provided by HdL Companies in May 2026 with the Beacon Economics forecast through 2040 that was used to inform the 2026 bond sale. Beacon Economics is currently in the process of updating its revenue projections for Measure I through 2040, and once available, will be used in the final 2026 Update.

While it appears revenue is beginning to normalize, this normalization is occurring later than anticipated. The current revenue forecast provides a base value estimated at $254 million, which is lower than the $264 million projected in the 2025 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then Beacon Economics forecast going forward) also indicate decreased cumulative collections, reducing the $7.6 billion total revenue in the 2025 Update to $7.3 billion projected in the 2026 Update. A comparison of the forecasts in the 2025 Update to preliminary forecasts in the 2026 Update is presented in Tables 4 and 5 (below and on the following page). Projects included in the Other Projects of Interest do not use Measure I Program funds, so there is no program revenue comparison.

Table 4. Valley Metrolink/Rail Service Program Revenue Comparison
2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011 – 2025/2026	$195,814	$195,630	-$184
FY2026/2027 – 2035/2036	$201,541	$189,409	-$12,132
FY2036/2037 – 2039/2040	$100,858	$90,152	-$10,705
TOTAL	$498,213	$475,192	-$23,021
Uncommitted Balance through 2040	$33,007	TBD	TBD

Table 5. Valley Express Bus/Bus Rapid Transit Service Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011 – 2023/2024	$85,528	$85,413	-$115
FY2024/2025 – 2033/2034	$125,963	$118,381	-$7,582
FY2034/2035 – 2039/2040	$63,036	$56,345	-$6,691
TOTAL	$274,527	$260,139	-$14,388
Uncommitted Balance through 2040	$102,284	TBD	TBD

Bonding Analysis
The bond strategy for the 2026 Update will mirror the strategy used for the 2025 Update with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond
- Bond interest rate: 5%
- Latest bond issuance: TBD

Unlike Delivery Plans prior to the 2021 Update, there is no longer a need to bond for the Valley Metrolink/Rail Service Program or the Valley Express Bus/Bus Rapid Transit Service Program. This is because of a combination of higher Measure I revenues actually received versus estimates, strategically expending other funding sources prior to Measure I for the Redlands Passenger Rail Project, and significant competitive funding awarded to the West Valley Connector Project.

SBCTA is proactive to identify appropriate funding sources for long-term operations and maintenance when considering the funding of capital projects and the sustainability of fund sources. The bond model is developed to take advantage of CMAQ funds for a portion of initial operating costs on new transit service, as new service expenses are eligible for CMAQ funding for up to the first five years. Low Carbon Transit Operations Program (LCTOP) funds are also used where available for fare subsidies while establishing ridership on new service, although LCTOP funding is not a significant source of funding. After CMAQ and LCTOP assumptions are applied, and fare revenue is estimated, funding for operating costs for new service are expected to be funded as such: Enhanced Metrolink Service and Arrow Service with Measure I Metrolink/Rail Service Program funds and Transportation Development Act funds, and West Valley Connector with Valley Express Bus/Bus Rapid Transit Service Program funds.

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

Reviewed By:
This item was received by the Transit Committee on June 11, 2026.

Responsible Staff:
Ryan Graham, Director of Fund Administration

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Minute Action

AGENDA ITEM: 27

Date: July 1, 2026

Subject:
2026 Update to the 10-Year Delivery Plan - Valley Highway Programs

Recommendation:
Receive report on the planned update to the 10-Year Delivery Plan for the Cajon Pass Program, Valley Freeway Projects Program, Valley Freeway Interchange Projects Program, and Valley Major Streets Program.

Background:
The Strategic Plan serves as the policy manual for the delivery of Measure I 2010-2040 Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 10-Year Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2026 Update to the 10-Year Delivery Plan (2026 Update) for approval by the Board in December 2026.

Cajon Pass Program
In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 3% of the Measure I revenue collected in the Valley Subarea and Victor Valley Subarea funds the Cajon Pass Program, which for Fiscal Year (FY) 2026/2027 is estimated to be about $7.3 million with slightly less than half of the revenue dedicated to debt service for the Interstate 15 (I-15)/Interstate 215 (I-215) Devore Interchange that was completed in June 2016. The 2025 Update to the 10-Year Delivery Plan (2025 Update) included initiation of the second project in the Cajon Pass, the I-15 Cajon Pass Northbound Corridor Freight Project, which would construct one northbound truck climbing lane extending from 2.7 miles north of Kenwood Avenue, where an existing truck lane currently terminates, to State Route (SR) 138, a length of approximately 3.5 miles. The project will also reconstruct the northbound ramps at Cleghorn Road and the California Highway Patrol Truck Check Station. This will improve truck operations and safety throughout this segment. I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning the California Department of Transportation and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, SBCTA has initiated the environmental document for this project, which should be completed in early 2027.

Entity: San Bernardino County Transportation Authority

Valley Freeway Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 29% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Projects Program, which for FY 2026/2027 is estimated to be about $60.9 million. The 2025 Update included estimated Valley Freeway Projects Program project costs over the 10-year period of $2.56 billion, with $1.07 billion funded with Measure I, $225 million from toll revenues, and the balance from State, Federal, and local funds. There was an unfunded need of $30 million identified that has been filled through the award of Federal Surface Transportation Program funds in late 2025.

Since the adoption of the 2025 Update, the Interstate 10 (I-10) Corridor Freight Contract 1 follow-on landscape construction has begun; construction is complete on the I-10 Eastbound Truck Climbing Lane Project in the City of Yucaipa; construction is approximately 40% complete on the I-15 Corridor Freight and Express Lanes Project Contract 1; the I-10 Corridor Freight and Express Lanes Project Contract 2A and I-215 Bi-County/I-215 Segment 5 Landscaping have both commenced with construction; and the I-10 Corridor Freight and Express Lanes Contract 2B is scheduled for award in July.

The 2025 Update planned an aggressive delivery program for the Valley Freeway Projects Program that was influenced by significant project cost escalation. This trend moderated towards the latter part of 2025. SBCTA experienced favorable bids on a number of projects. The I-10 Contract 2A was awarded at $309 million, representing an approximately 18% decrease over the engineer's estimate, and I-215 Bi-County/Segment 5 Landscaping was awarded at $8.6 million, also experiencing a favorable 10% decrease relative to the engineer's estimate.

I-15 Contract 1, I-10 Contracts 2A and 2B, and I-215 Landscaping will all be actively in construction by the end of 2026. I-15 Contract 1 is anticipated to be open for beneficial use by August 2028, and the I-10 Contract 2A and 2B projects are projected to be open in December 2028. SBCTA has evaluated options for the next express lanes project to be developed for construction. The strategy is to maintain project conformity with the approved environmental documents for the I-15 and I-10 corridors. This requires that SBCTA take a "major step" for each of the projects within three years of the last major step. As such, I-15 Freight and Express Lanes Project Contract 2 from Baseline Road to Duncan Canyon Road design has been prioritized first and is anticipated to be initiated in Spring 2027. Initiation of design of I-10 Freight and Express Lanes Contract 3A from Pepper Avenue to Ford Street will follow approximately two years later.

SBCTA will rely on contributions of State and Federal funds to address the significant project costs anticipated for delivery of I-15 Contract 2 and I-10 Contract 3A. Depending on the bid results of I-10 Contract 2B, the 2026 Update will determine if additional bonding is appropriate or feasible to continue momentum in delivery of one or both of the express lanes projects beyond the design phases. As has been the case with prior Delivery Plan Updates, SBCTA staff will look for opportunities for short-term borrowing or internal cash flow borrowing to reduce the long-term impact to the Freeway Projects Program.

Table 1 on the following page provides an overview of the projects that have been identified for development in the 2026 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 1. Valley Freeway Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-215 Bi-County & Segment 5 Landscaping	√	-2M	Landscape
I-10 Corridor Contract 1	√	√	Landscape
I-15 Corridor Contract 1	√	+4M	Construction
I-10 Corridor Contract 2A/2B	√	-152M	Construction
I-10 Truck Climbing Lane	√	-2M	Complete

Valley Freeway Interchange Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 11% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Projects Program, which for FY 2026/2027 is estimated to be about $23.1 million.

The 2025 Update included estimated Valley Freeway Interchange Projects Program project costs over the 10-year period of $318.8 million, with $209.8 million coming from Measure I, $59.5 million from local funds, and the balance from State and Federal funds. There was an unfunded need of $29.8 million identified that has since been funded through an award of 2024 Senate Bill 1 TCEP Funds. Approval of the 2025 Update included funding through construction for all of the 10 highest priority interchanges. I-10/Cedar Avenue and I-10/Mount Vernon Avenue freeway interchanges are the final two of the top 10 highest priority interchange projects to be in construction.

In addition to the top 10 interchanges, two Tier 2 interchanges were added to the Delivery Plan in the 2017 Update as a result of the ongoing development of the I-10 Corridor Contract 1 Project. This included improvements to the I-10/Monte Vista Avenue, I-10/Euclid Avenue, and I-10/Vineyard Avenue Interchanges. The I-10 interchanges are now open to traffic and are in the landscaping phase.

A $40 million reserve was established for the Interchange Phasing Program. Since the establishment of the Interchange Phasing Program, the cities of Yucaipa, San Bernardino, and Ontario have entered the program for interchanges at I-10/Wildwood Canyon Road, SR 210/Waterman Avenue, SR 210/Del Rosa Avenue, I-215/Palm Avenue, and SR 60/Euclid Avenue. Additionally, interest has been expressed by the City of Highland to enter into the Interchange Phasing Program for its eligible interchange at SR 210/5th Street, but a funding agreement has not been executed at this time. No other changes are proposed to the project list for the 2026 Update.

As projects are developed, SBCTA encounters typical delays, and the funding picture has changed since the 2025 Update. Once projected to anticipate significant estimated cost increases, the I-10/Mount Vernon Avenue Interchange construction cost was $14 million less than the engineer's estimate. The analysis for the 2026 Update will determine if additional bonding is required prior to 2028. SBCTA staff will be looking for opportunities for short-term borrowing or internal cash flow borrowing to reduce the long-term impact to the interchange program.

Table 2 on the following page provides an overview of the current project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 2. Valley Freeway Interchange Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-10/Cedar Avenue IC	+5 yr	+21M	Construction
I-215/University Parkway IC	+1 yr	+1M	Complete
I-10/Mount Vernon Avenue IC	√	-7M	Construction
I-10/Riverside Avenue IC Phase 2[1]	+1 yr	+0.4M	Pre-Construction
I-10/Euclid Avenue IC[2]	√	√	Landscape
I-10/Monte Vista Avenue IC[2]	√	√	Landscape
I-10/Vineyard Avenue IC[2]	√	√	Landscape
SR 210/Waterman Avenue IC[3]	√	+0.4M	Complete
I-10/Wildwood Canyon Road IC (Phasing Program) [1, 3]	+3 yr	√	Environmental
SR 60/Euclid Avenue IC (Phasing Program) [1, 3]	√	√	Environmental
SR 210/Del Rosa Avenue IC[3]	N/A	N/A	Environmental
I-215/Palm Avenue IC [3]	N/A	N/A	Environmental

[1] City is project lead agency

[2] Project costs are included in the Freeway Program - I-10 Corridor Contract 1 project.

[3] Project is part of the Interchange Phasing Program.

Valley Major Street Projects Program

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 17% of the Measure I revenue collected in the Valley Subarea funds the Valley Major Street Projects Program, of which the grade separation sub-program receives 20% and the arterial sub-program receives 80%. For FY 2026/2027, the total Valley Major Street Projects Program revenue is estimated to be about $35.7 million. The 2025 Update included estimated Valley Major Street Projects Program project costs over the 10-year period of $244.8 million with $24.4 million coming from Measure I, $43.7 million from local funds, and the balance from State and Federal funds. The near-term revenue for the grade separation sub-program is almost entirely dedicated to debt service. Since the 2025 Update, the Mount Vernon Avenue Viaduct Project that reconstructs the Mount Vernon Avenue bridge over the BNSF Railway intermodal yard in the City of San Bernardino has completed construction. The 4th Street bridge at I-10 in the City of Ontario that is being reconstructed as part of the I-10 Corridor Contract 1 Project is open to traffic and is in the landscaping phase.

SBCTA only constructs projects in the arterial sub-program at the request of local jurisdictions. As such, only one new project is included in the Valley Major Street Projects Program for the 2026 Update: the Highland/Redlands Regional Gap Connector Project. The Gap Connector project is currently estimated at a total cost of $9 million and will construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to the City of Redlands. The Project is scheduled for an Invitation for Bids later in 2026 and is projected to be open for beneficial use in early 2028.

Table 3 on the following page provides an overview of the current status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 3. Valley Major Street Projects Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Mount Vernon Avenue Viaduct	√	-16M	Complete
I-10 at 4th Street Bridge	√	√	Landscape
Highland/Redlands Regional Gap Connector	N/A	N/A	Pre-Construction

Revenue Forecast

The 2025 Update assumed that revenue would be increasing between 0.04% and 3.43%, with an overall average of 3.08% through 2040 based on a combination of revenue estimates provided by HdL Companies and Beacon Economics. This update combines the five-year forecast provided by HdL Companies in May 2026 with the Beacon Economics forecast through 2040 that was used to inform the 2026 bond sale. Beacon Economics is currently in the process of updating its revenue projections for Measure I through 2040, and once available, will be used in the final 2026 Update.

While it appears revenue is beginning to normalize, this normalization is occurring later than anticipated. The current revenue forecast provides a base value estimated at $254 million, which is lower than the $264 million projected in the 2025 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then Beacon Economics forecast going forward) also indicate decreased cumulative collections, reducing the $7.6 billion total revenue in the 2025 Update to $7.3 billion projected in the 2026 Update. A comparison of the forecasts in the 2025 Update to preliminary forecasts in the 2026 Update is presented in Tables 4, 5, 6, and 7 (below and on the following page).

Table 4. Cajon Pass Program Revenue Comparison
2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY 2010/2011 – 2025/2026	$85,337	$85,187	-$150
FY 2026/2027 – 2035/2036	$87,562	$81,981	-$5,581
FY 2036/2037 – 2039/2040	$44,169	$39,323	-$4,846
TOTAL	$217,068	$206,491	-$10,577
Uncommitted Balance through 2040	$68,202	TBD	TBD

Table 5. Valley Freeway Projects Program Revenue Comparison
2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY 2010/2011 – 2025/2026	$709,826	$709,159	-$667
FY 2026/2027 – 2035/2036	$730,585	$686,609	-$43,976
FY 2036/2037 – 2039/2040	$365,610	$326,803	-$38,807
TOTAL	$1,806,021	$1,722,571	-$83,450
Uncommitted Balance through 2040	$104,716	TBD	TBD

Table 6. Valley Freeway Interchange Projects Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY 2010/2011 – 2025/2026	$269,244	$268,991	-$253
FY 2026/2027 – 2035/2036	$277,118	$260,438	-$16,681
FY 2036/2037 – 2039/2040	$138,680	$123,960	-$14,720
TOTAL	$685,043	$653,389	-$31,654
Uncommitted Balance through 2040	$219,961	TBD	TBD

Table 7. Valley Major Streets Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY 2010/2011 – 2025/2026	$452,961	$452,570	-$391
FY 2026/2027 – 2035/2036	$428,274	$402,495	-$25,779
FY 2036/2037 – 2039/2040	$214,323	$191,574	-$22,749
TOTAL	$1,095,558	$1,046,639	-$48,919
Uncommitted Balance through 2040*	$75,806	TBD	TBD

* Grade Separation Sub-program uncommitted balance

Bonding Analysis

The bond strategy for the 2026 Update will mirror the strategy used for the 2025 Update with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond
- Bond interest rate: 5%
- Latest bond issuance: TBD

The 2025 Update anticipated issuing $468 million in bonds in 2026 to fund anticipated expenditures in the Valley Freeway Project and Valley Interchange Projects programs. However, the decision was made to split this into two rounds of bond sales – a 2026 round and a 2028 round. In January 2026, SBCTA issued $127.6 million in par value bonds with a 5% coupon, generating $22.9 million in bond sale premiums for a total of $150.5 million of proceeds. The bond funds were issued to augment the Valley Freeway Projects and Valley Interchange Projects programs. Timing for the second round of bond financing continues to be anticipated for 2028; however, the magnitude and timing of the bond sale will be analyzed during this current delivery planning process. As in previous Delivery Plan Updates, there will be an assessment of whether or not there is sufficient capacity for short-term financing or cash flow borrowing between Measure I Programs until debt financing becomes necessary.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on June 11, 2026.

Responsible Staff:

Ryan Graham, Director of Fund Administration

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Minute Action

AGENDA ITEM: 28

Date: July 1, 2026

Subject:
2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas Proposed Project List

Recommendation:
Receive information on the proposed Rural Mountain/Desert Subareas Major Local Highway Projects Program for the 2026 Update to the 10-Year Delivery Plan.

Background:
The Strategic Plan serves as the policy manual for the delivery of Measure I 2010-2040 Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2026 Update to the Delivery Plan (2026 Update) for approval by the Board in December 2026.

One component of the update is the development of a proposed project list and funding plans for the Rural Mountain/Desert Subarea Major Local Highway Projects (MLHP) Programs. The proposed project list for each Rural Mountain/Desert Subarea is grouped into the following categories:

- **Committed** - Projects that have been approved and have funding agreements in place.
- **Approved** - Projects that were requested and have been approved by the Board as part of a prior Delivery Plan update. These projects have an approved allocation of funding, but the approval is a tentative designation until the jurisdiction enters into a funding agreement for the project. The jurisdiction is responsible for initiating the development of the project funding agreement at the appropriate time.
- **Requested** - Projects that have been requested by a local jurisdiction for inclusion in the 2026 Update. SBCTA staff will carry these projects into the next phase of the Delivery Plan process and evaluate the requested project needs against the local jurisdiction's equitable share, timing of request, and availability of public share funding.

Projects that have been completed since the 2025 Update are shown in bold in Table 1 on the following page. SBCTA staff is working closely with City, Town, and County staff from the Rural Mountain/Desert Subareas to incorporate project changes, additions, or deletions for the 2026 Update project list. Project costs and schedules are not yet finalized, but because these

projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details.

Over the coming months, SBCTA staff will prepare a cash flow analysis with the scope, schedule, and funding request provided by local jurisdictions. The cash flow analysis will include all committed, approved, and requested projects, and the analysis may prompt SBCTA staff to make a recommendation to omit, delay, or partially fund a project to accommodate cash flow constraints.

Table 1 below includes the projects that have been requested to date.

Table 1. Rural Mountain/Desert Subareas Major Local Highway Projects Program 2026 Update Proposed Projects

Colorado River Subarea	
Needles	Committed: River Road Widening from K Street to Jack Smith Park
	Committed: River Street Widening from River Road to K Street
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: Needles Interstate 40 Connector, US 95 Colorado River Bridge
SB County	Committed: Pending Funding Agreements for Approved Projects
	Approved: US 95/Havasu Lake Road Intersection Improvement
	Requested: Continuing to work with the jurisdiction on additional project requests
Regional/Interregional	Committed: Needles Highway-Segment 1C Realignment, Reconstruction, and Drainage Improvements from David Drive to south of Piute Wash (Regional Priority #1)
Morongo Basin Subarea	
Twentynine Palms	Committed: Split Rock Avenue at Twentynine Palms Flood Control Channel
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: State Route (SR) 62 Phase 1 from Encelia Avenue to Larrea Avenue, SR 62 Traffic Signals at Encelia Avenue and Lear Avenue, SR 62 from Canyon to Easy, National Park Road Improvements, SR 62 Phase 2A Median Improvements from Encelia Avenue to Larrea Avenue
Yucca Valley	Committed: Yucca Trail Widening from Palomar Avenue to La Contenta Road
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: SR 62 from Apache to Palm, SR 62 from LaHonda Way to Dumosa Avenue, SR 62/Dumosa Traffic Signal

SB County	Committed: None (projects from 2019 Update were funded with other sources/no projects submitted in 2021 or 2025 Update)
	Approved: No projects were submitted for 2025 Update
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: Traffic Signal at Rotary Way, Lear Avenue/Montezuma Drive to Pole Line Study, Park Boulevard Reconstruction
Regional/Interregional	Committed: SR 62 Phase 2B Widening from Encelia to Larrea Avenue (Regional Priority #1)
	Committed: SR 62 Widening from Sage Avenue to Airway Avenue (Regional Priority #2)
	Approved: SR 62 Phase 3 Street Improvements from Larrea Avenue to Star Dune (Regional Priority #3)
	Requested: Continuing to work with the jurisdiction on additional project requests
Mountains Subarea	
Big Bear Lake	Committed: Moonridge Road Realignment & Roundabout (Advanced Expenditure Agreement)
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Big Bear Boulevard from Paine Road to Moonridge
	Requested: Clubview Drive from Moonridge Road to City Limits
	Completed to date: Village L
SB County	Committed: Stanfield Cutoff Roundabout
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
North Desert Subarea	
Barstow	Committed: Rimrock Road from Barstow Road to Avenue H
	Committed: North First Avenue Bridges over Mojave River and Overflow
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: Lenwood Road Grade Separation, North First Avenue Bridge over BNSF
SB County	Committed: Baker Boulevard Bridge Replacement
	Approved: All approved projects from 2025 Update are now Committed
	Requested: Continuing to work with the jurisdiction on additional project requests
	Completed to date: National Trails Highway Resurfacing
Regional/Interregional	Committed: National Trails Highway Bridges (Regional Priority #1)

A complicating factor for MLHP Program funding decisions is the relationship between funding available for regional/interregional projects and that available for local priorities. At its April 2019 meeting, the SBCTA Board approved a change in policy that provided for Mountain/Desert Regional/Interregional Projects Set-Aside Funding. SBCTA staff was directed to work with the California Department of Transportation and local jurisdictions to identify regional/interregional highway improvement needs so that funding set-asides in the Mountain/Desert Subareas could be established.

The regional/interregional projects prioritization list for the Rural Mountain/Desert Subareas was first approved by the Board in April 2021 and reaffirmed as part of the 2025 Update. For reference, the approved Rural Mountain/Desert Subareas Regional/Interregional Project Prioritization List is included as Attachment 1 to this agenda item. Any funding allocated to the regional/interregional projects is approved first and comes off the top of funding available to the Subarea, which reduces what is available to each of the jurisdictions for local projects. It is important to note that in the Rural Mountain/Desert Subareas, Measure I MLHP Program funds are shared equally between jurisdictions within the Subarea by policy, but State and Federal funds are not. While some Federal funds have been allocated to projects on the local network to ensure that they are able to be delivered on schedule, it is assumed that State and Federal funds will be largely responsible for funding the regional/interregional projects. The MLHP Program is not intended to fully fund any one regional/interregional project. Rather, the MLHP Program is intended to leverage other State and Federal project funding resources.

Revenue Forecast

The 2025 Update assumed that revenue would be increasing between 0.04% and 3.43% with an overall average of 3.08% through 2040 based on a combination of revenue estimates provided by HdL Companies and Beacon Economics. This update combines the five-year forecast provided by HdL Companies in May 2026 with the Beacon Economics forecast through 2040 that was used to inform the 2026 bond sale. Beacon Economics is currently in the process of updating its revenue projections for Measure I through 2040 and, once available, will be used in the final 2026 Update.

While it appears revenue is beginning to normalize, this normalization is occurring later than anticipated. The current revenue forecast provides a base value estimated at $254 million, which is lower than the $264 million projected in the 2025 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then Beacon Economics forecast going forward) also indicate decreased cumulative collections, reducing the $7.6 billion total revenue in the 2025 Update to $7.3 billion projected in the 2026 Update. A comparison of the forecasts in the 2025 Update to preliminary forecasts in the 2026 Update is presented in Tables 2, 3, 4, and 5 below and on the following page.

Table 2. Colorado River Subarea Major Local Highway Projects Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011-2025/2026	$1,214	$1,190	-$24
FY2026/2027-2035/2036	$1,277	$1,068	-$208
FY2036/2037-2039/2040	$722	$575	-$147
TOTAL	$3,212	$2,833	-$379
Uncommitted Balance through 2040	$1,635	TBD	TBD

Table 3. Morongo Basin Subarea Major Local Highway Projects Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011-2025/2026	$10,196	$10,138	-$57
FY2026/2027-2035/2036	$9,358	$8,554	-$805
FY2036/2037-2039/2040	$4,567	$3,970	-$597
TOTAL	$24,121	$22,662	-$1,459
Uncommitted Balance through 2040	$9,324	TBD	TBD

Table 4. Mountains Subarea Major Local Highway Projects Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011-2025/2026	$8,865	$9,343	$478
FY2026/2027-2035/2036	$8,000	$10,241	$2,241
FY2036/2037-2039/2040	$3,686	$4,488	$802
TOTAL	$20,551	$24,072	$3,521
Uncommitted Balance through 2040	$10,133	TBD	TBD

Table 5. North Desert Subarea Major Local Highway Projects Program Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011-2025/2026	$20,675	$20,209	-$466
FY2026/2027-2035/2036	$15,681	$12,226	-$3,455
FY2036/2037-2039/2040	$7,788	$5,775	-$2,013
TOTAL	$44,144	$38,210	-$5,934
Uncommitted Balance through 2040	$29,066	TBD	TBD

Bonding Analysis

The bonding analysis for the 2026 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in previous Delivery Plans, the funding for the Committed and Approved Rural Mountain/Desert MLHP Program projects included in the 2026 Update will be delivered on a pay-as-you-go basis and not require bonding.

Financial Impact:

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

Reviewed By:
This item was received by the Mountain/Desert Policy Committee on June 12, 2026.

Responsible Staff:
Ryan Graham, Director of Fund Administration

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Attachment: Attachment 1 - Rural MD RegionalInteregional Prioritization (12693 : 2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas

Minute Action

AGENDA ITEM: 16

Date: April 7, 2021

Subject:
Rural Mountain/Desert Subareas Regional/Interregional Projects Prioritization

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

Approve the Rural Mountain/Desert Subareas Regional/Interregional Projects List and prioritization of projects within each subarea, and direct staff to work with jurisdictions to begin to incorporate the highest priorities into the 2021 Update to the 10-Year Delivery Plan.

Background:
The voter-approved Measure I 2010-2040 Expenditure Plan for the Mountain/Desert subareas identifies many projects on regional/interregional, state, interstate, and U.S. highways throughout the Mountain/Desert region as projects to be funded from the Measure I Major Local Highways Program (MLHP). At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Agenda Item 18 – Mountain/Desert Regional/Interregional Projects Set-Aside Funding, which directed SBCTA staff to work with California Department of Transportation (Caltrans) and local jurisdictions on identifying needs and developing funding set-asides for regional/interregional highway improvements in the Mountain/Desert Subareas. All participants have been asked to provide input.

It was determined that a series of meetings for each Subarea would take place for the purpose of coordinating project planning and programming among jurisdictions, identifying regional transportation infrastructure needs, and developing a list of regional/interregional projects, including those on State, Interstate, and U.S. highway routes, along with the funding amount required and availability of funding to be set-aside.

A number of meetings have taken place in the past year where staff from each local jurisdiction has been provided an opportunity to nominate regional projects. Caltrans has also shared information about their current and planned projects and the agencies have been able to communicate to Caltrans issues on the state highways within their jurisdictions. Some specific recommendations and projects discussed included:

- Regional/Interregional highway project needs.
- Project prioritization – the need to develop and utilize ranking criteria. Attachment A to this item contains a list of prioritized regional/interregional projects, as identified by the Subareas and SBCTA staff.
- Funding flow – Identifying all current available local, state and federal funding sources. Attachment B to this item contains a list of these funding sources with a brief description of use and whether they are formula or competitive funds. It also reflects which agencies are eligible recipients for particular funds. It is important to note that in the Rural Mountain/Desert Subareas, Measure I MLHP funds are shared equally between jurisdictions within the Subarea by policy, but State and Federal funds are not.

While some Federal funds have been allocated to projects on the local network to ensure that they are able to be delivered on schedule, it is assumed that State and Federal funds will be largely responsible for funding the regional/interregional projects.

- Future State Route 247 (SR 247) Interstate 15 (I-15) Bypass Project – Caltrans staff indicated that an update to the I-15 Corridor Plan (Plan) has recently been initiated with work on the Plan beginning in late 2019. As part of that update, Caltrans will analyze alternative bypass options. Staff of the three subareas through which SR 247 lies – North Desert, Victor Valley, and Morongo Basin – have agreed that Measure I Project Development/Traffic Management Systems (PD/TMS) funds from each subarea would be appropriate to fund an initial feasibility study that would examine possible improvements and costs for a future project.

Attachment A lists the prioritized project lists for the Colorado River, Morongo Basin, Mountains and North Desert Subareas. The list for the Victor Valley Subarea is still in preparation and will be presented for approval in the coming months.

After all meetings have taken place, the final product will be a cooperatively developed list of regional/interregional projects with programmed funding to be included in SBCTA's 2021 Update to the 10-Year Delivery Plan for the highest priorities. Staff will work with jurisdictions within each Subarea to develop funding plans that balance initiation of these highest priorities while continuing to address jurisdictional priorities on the local network. This list will be reviewed and revised as needed every two years in conjunction with the update to the 10-Year Delivery Plan.

Financial Impact:
This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 19, 2021.

Responsible Staff:
Andrea Zureick, Deputy Executive Director

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darcy McNaboe, City of Grand Terrace
SECONDER:	Deborah Robertson, City of Rialto
AYES:	Bishop, Herrick, Ulloa, Marquez, Navarro, Warren, McNaboe, Gregg, McCallon, Rigsby, Dutrey, Wapner, Michael, Barich (Alt.), Robertson, Valdivia, Klink, Garcia, Jones, Denison, Cook, Rutherford, Rowe, Hagman, Baca Jr.
ABSENT:	Hernandez, Courtney, Paget, Avila

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

Marleana Roman, Clerk of the Board 04/07/2021

Attachment: Attachment 1 - Rural MD RegionalInteregional Prioritization (12693 : 2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas

ATTACHMENT A - RURAL MOUNTAIN/DESERT SUBAREAS REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION

COLORADO RIVER SUBAREA

Project	*Project Limits*	*Project Type of Work*	*Rank*
Needles Highway Improvements, Segment 1 (south segment)	David Drive to south of Piute Wash (2.15 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	1
Needles Highway Improvements, Segment 2 (north segment)	1.6 miles south of Aha Macay Parkway to Nevada State line (4 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	2
Needles Highway Improvements, Segment 3 (middle segment)	North of Piute Wash to 1.6 miles south of Aha Macay Parkway (5.4 miles)	Pavement surface improvement	3

MORONGO BASIN SUBAREA

Project	*Project Limits*	*Project Type of Work*	*Rank*
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 2 Widening	Encelia Avenue to Larrea Street	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Encelia Ave. to Larrea Ave. Project includes minor widening on the north side of SR 62 and widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash.	1
SR 62 Widening, Sage Avenue to Airway Avenue	SR 62 from Sage Avenue to Airway Avenue	Widen the highway from Sage Ave. to Airway Ave. and install new traffic signals/relocate SCE poles	2
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 3	Larrea Ave to Split Rock	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Larrea Ave. to Split Rock Ave.	3
SR 62 Widening, Yucca Valley Town Limits to Sage Avenue	0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits) to Sage Avenue	Widen SR 62 one lane in each direction, signal/intersection modifications	4
SR 62 Widening, Hess NE to Yucca Valley Town Limits	Hess Boulevard NE to 0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits)	Widen SR 62 one lane in each direction, signalize intersection at Hess Blvd	5
SR 247 Widening, SR 62 to Northerly Town Limits	SR 62 to Northerly Town Limits	Widen one lane in each direction	NR*
SR 247 Widening, Yucca Valley Town Limit to N Subarea boundary	0.125 miles SE of Pipes Canyon Road (N Yucca Valley Town Limit) N&W to Camp Rock Road (N Morongo Basin Subarea Boundary)	Widen one lane in each direction	NR*
SR 247 Improvements (I-15 Bypass)	Camp Rock Rd (N Morongo Basin Subarea boundary) S to SR 62 S to Riverside County Line	Passing lanes, left and right turn pockets, intersection improvements	NR*
Lear Avenue Marine Corps Base Access Road Construction	Twentynine Palms Marine Corps Base to SR 62	New road construction Base to Pole Line Rd, reconstruction Pole Line Rd to SR 62	NR*

* NR = Not Ranked. These projects have been deprioritized by the Subarea but are listed for reference as having been considered.

MOUNTAINS SUBAREA

Project	*Project Limits*	*Project Type of Work*	*Rank*
SR 138 at Crest Forest Drive Realignment	SR 138 from Crest Forest Drive to Lake Drive	Reconfigure Intersection	1
SR 18 at Snow Valley	SR 18 at Snow Valley Parking Lot Intersection	Re-stripe Snow Valley parking lot intersection with SR 18 to provide one westbound through lane plus an acceleration lane for left-turning traffic going west on SR 18	1
SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	Develop a center turn lane and adequate drainage	3
SR 18 at Hilltop Boulevard	SR 18 at SR 330, Soutar Dr and Hunsaker Way	Study installation of westbound SR 330 receiving lane for traffic turning left from SR 18, install left turn pockets on SR 18 at Soutar Drive and Hunsaker Way	4

NORTH DESERT SUBAREA

Project	*Project Limits*	*Project Type of Work*	*Rank*
SR 247 (I-15 Bypass)	I-15 south to Victor Valley Subarea boundary	Feasability Study - possible passing lanes, left and right turn pockets, intersection improvements	1
National Trails Highway Bridges <20' Replacement	National Trails Hwy, 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles)	Replace bridges less than 20 feet	1
Fort Irwin Road		Reconstruction	3
I-15 widening	Main Street to Yermo	Widening from 2 to 3 lanes	4
US-395 Widening, Phase 4	Shadow Mountain Road to SR 58	Widening from 2 to 4 lanes	5
I-15 @ Delores Interchange	I-15 @ Delores	Construct Interchange	6

Attachment: Attachment 1 - Rural MD RegionalInteregional Prioritization (12693 : 2026 10-Year Delivery

ATTACHMENT B
RURAL MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
LOCAL FUNDS		
Development Impact Fees (DIF) Contribution Required if Traffic Impact Analysis has indicated improvements are needed.	**Measure I Major Local Highway (MLH)** For major streets and highways serving as primary routes of travel within subarea. Shared equally between jurisdictions within the Subarea.	
Local Funds Can be used for project phases without Public Share contribution or to fill gaps in funding.	**Measure I Project Development - Traffic Management Systems (PDTMS)** For corridor studies and project study reports.	
STATE FUNDS		
Local Partnership Program (LPP) Jurisdictions with traffic mitigation fees are eligible to apply for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. Competitive grant.	**Local Partnership Program (LPP)** Generally, for regional/interregional projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. Formula funds and competitive grant.	**State Highway Operation & Protection Program (SHOPP)** For repair and preservation of existing infrastructure, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. Not for capacity increasing projects.
	Solutions for Congested Corridors Program (SCCP) For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other non-general purpose lane highway improvements. Competitive grant.	**Solutions for Congested Corridors Program (SCCP)** For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other non-general purpose lane highway improvements. Competitive grant.
Trade Corridor Enhancement Program (TCEP) For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .	**Trade Corridor Enhancement Program (TCEP)** For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .	**Trade Corridor Enhancement Program (TCEP)** For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .
	State Transportation Improvement Program - Regional (STIP-RIP) Generally, for regional/interregional capital improvement transportation projects on and off the State Highway System. Formula funds.	**State Transportation Improvement Program - Interregional (STIP-IIP)** For improvements to state highways, intercity passenger rail, interregional movement of people,vehicles, and goods based on statewide priorities.

Attachment: Attachment 1 - Rural MD RegionalInteregional Prioritization (12693 : 2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas

ATTACHMENT B
RURAL MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
FEDERAL FUNDS		
	Surface Transportation Program (STP) Most flexible federal funding for regional/interregional highway and bridge projects. Formula Funds.	
	Congestion Mitigation and Air Quality (CMAQ) For transportation projects and other efforts that contribute air quality improvements and provide congestion relief. Formula funds.	
Highway Bridge Program (HBP) For projects to replace or rehabilitate bridges in the National Bridge Inventory. Caltrans prioritizes.	**Highway Bridge Program (HBP)** For projects to replace or rehabilitate bridges in the National Bridge Inventory. Caltrans prioritizes.	
Infrastructure for Rebuilding America (INFRA) For nationally and regionally significant freight and highway projects. Competitive grant.	**Infrastructure for Rebuilding America (INFRA)** For nationally and regionally significant freight and highway projects. Competitive grant.	**Infrastructure for Rebuilding America (INFRA)** For nationally and regionally significant freight and highway projects. Competitive grant.
Better Utilizing Investments to Leverage Development (BUILD) For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.	**Better Utilizing Investments to Leverage Development (BUILD)** For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.	**Better Utilizing Investments to Leverage Development (BUILD)** For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.

Attachment: Attachment 1 - Rural MD RegionalInteregional Prioritization (12693 : 2026 10-Year Delivery Plan - Rural Mountain/Desert Subareas

Minute Action

AGENDA ITEM: 29

Date: July 1, 2026

Subject:
2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List

Recommendation:
Receive information on the proposed Cajon Pass Projects and Victor Valley Subarea Major Local Highway Projects Program for the 2026 Update to the 10-Year Delivery Plan.

Background:
The Strategic Plan serves as the policy manual for the delivery of Measure I 2010-2040 Programs by the San Bernardino County Transportation Authority (SBCTA) and its member agencies for the 30-year life of the Measure. The Strategic Plan addresses significant policy, fiscal, and institutional issues associated with the administration and implementation of Measure I, including managing the different goals and priorities among the Valley, Victor Valley, and Rural Mountain/Desert Subareas of San Bernardino County. One of the key requirements of the Strategic Plan was the preparation of a 10-Year Delivery Plan (Delivery Plan) for Measure I Programs.

The SBCTA Board of Directors (Board) adopted the first Measure I 2010-2040 Delivery Plan in January 2012. The Delivery Plan provides a list of projects to be developed during a 10-year period and identifies project scopes, schedules, and budgets. Additionally, it provides a basis for the development of the annual budget for capital projects. The Delivery Plan is a living document that is updated every two years to capture revisions to the projects and assumptions in the plan, actual Measure I revenue figures, and relevant Board actions. Staff anticipates providing the 2026 Update to the Delivery Plan (2026 Update) for approval by the Board in December 2026.

Cajon Pass Program
In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 3% of the Measure I revenue collected in the Valley Subarea and Victor Valley Subarea funds the Cajon Pass Program, which for Fiscal Year 2026/2027 is estimated to be about $7.3 million with slightly less than half of the revenue dedicated to debt service for the Interstate 15 (I-15)/Interstate 215 (I-215) Devore Interchange that was completed in June 2016. The 2025 Update included initiation of the second project in the Cajon Pass, the I-15 Cajon Pass Northbound Corridor Freight Project, which would construct one northbound truck climbing lane extending from 2.7 miles north of Kenwood Avenue, where an existing truck lane currently terminates, to State Route (SR) 138, a length of approximately 3.5 miles. The project will also reconstruct the northbound ramps at Cleghorn Road and the California Highway Patrol Truck Check Station. This will improve truck operations and safety throughout this segment. I-15 is a federally designated Trade Corridor of National and Regional Significance within California's section of the National Highway Freight Network, as identified in the California Freight Mobility Plan. Therefore, advancing a project in the Cajon Pass area is essential for positioning the California Department of Transportation (Caltrans) and SBCTA to successfully apply for the 2026 Trade Corridor Enhancement Program (TCEP) (Cycle 5). To maximize the likelihood of obtaining future TCEP funding, SBCTA has initiated the environmental document for this project, which should be completed in early 2027.

Victor Valley Major Local Highway Projects Program

A major component of the 2026 Update is the development of a proposed project list and funding plan for the Victor Valley Subarea Major Local Highway Projects (MLHP) Program. The 2026 Update proposed project list is included in Table 1 below. The proposed project list is grouped into the following categories:

- **Committed** - Projects that have been approved and have funding agreements in place.
- **Approved** - Projects that were requested and have been approved by the Board as part of a prior Delivery Plan update. These projects have an approved allocation of funding, but the approval is a tentative designation until the jurisdiction enters into a funding agreement for the project. The jurisdiction is responsible for initiating the development of the project funding agreement at the appropriate time.
- **Requested** - Projects that have been requested by a local jurisdiction for inclusion in the 2026 Update. SBCTA staff will carry these projects into the next phase of the Delivery Plan process and evaluate the requested project needs against the local jurisdiction's equitable share, timing of request, and availability of public share funding.

Projects that have been completed since the 2025 Update are shown in bold in Table 1. SBCTA staff is continuing to work closely with City, Town, and County staff from the Victor Valley Subarea to incorporate project changes, additions, or deletions to the 2026 Update project list. Project costs and schedules are not yet finalized, but because these projects are locally prioritized, staff does not anticipate significant issues in finalizing the project details with the jurisdictions.

Over the coming months, SBCTA staff will prepare a cash flow analysis with the scope, schedule, and funding request provided by local jurisdictions. The cash flow analysis will include all committed, approved, and requested projects, and the analysis may prompt SBCTA staff to make a recommendation to omit, delay, or partially fund a project to accommodate cash flow constraints.

One key component for project delivery in the Victor Valley MLHP Program is the requirement to have the development share of project funding available for match to the public share funds. This requirement extends to all funds anticipated for allocation to a project's public share, including Victor Valley MLHP Program, State, and Federal funds. The Measure I 2010-2040 Ordinance required that all future development make fair share contributions to transportation projects as identified in the Development Mitigation Program (Nexus Study). The Nexus Study calculates a fair share percentage attributable to new development for each local jurisdiction, sphere of influence, unincorporated County sub-area not contained within a sphere of influence, and interchange traffic shed. This requirement, however, does not include contributions from new development to certain regional/interregional projects on the State Highway System, such as US 395 Phase 2 Freight Mobility and Safety Project and the SR 18 Safety and Operational Improvements Project.

Table 1 on the following page provides an update for projects in the Victor Valley MLHP Program:

Table 1. Victor Valley Subarea Major Local Highway Projects Program
2026 Update Proposed Projects

ADELANTO	
Committed	Bartlett Avenue Widening Phase 2 from Aster Road to Richardson Road
	Bellflower Street Widening Phase 2 from Cactus Road to Air Expressway
	Seneca Road Rehabilitation from US 395 to Aster Road
Approved	All approved projects from 2025 Update are now Committed
Requested	Air Expressway Phase 1 from US 395 to Koala Road
	Air Expressway Phase 2 from Adelanto Road to US 395
	Delicious Street from Air Expressway to Bartlet Avenue
	Auburn Avenue from US 395 to Koala Road
	Chamberlaine Way from New Hampshire Road to Koala Road
	Mojave Drive from US 395 to Aster Road
	Koala Road from Palmdale Road to Holly Road
	Beaver Road from Palmdale Road to Poppy Road
Completed to Date	*US 395 Phase 1 Widening from SR 18 to Chamberlaine Way*, ***Bartlett Avenue Widening Phase 1 from Adelanto Road to Aster Road, Bellflower Street Widening Phase 1 from Air Expressway to Chamberlaine Way***
APPLE VALLEY	
Committed	Bear Valley Road Bridge Over Mojave River
	Central Road from SR 18 to Bear Valley Road
Approved	Johnson Road Widening from 1200' East of Apple Valley Road to Navajo
	Dale Evans Parkway Phase 1 (Waalew Realignment)
	Yucca Loma Road Widening from 1200' East of Appley Valley Road to Rincon Road
	Yucca Loma Road Widening from Rincon Road to Navajo Road
	Widen SR 18 from Apple Valley Road to Tao Road*
	Deep Creek Road Widening from Bear Valley Road to Tussing Ranch Road
Requested	Continuing to work with the jurisdiction on additional project requests

Completed to Date	*Yucca Loma Bridge from Yucca Loma Road to Yates Road, Yucca Loma Road Widening from Yucca Loma Bridge to Apple Valley Road, Apple Valley Road and SR 18 Realignment, Stoddard Wells Road Widening from I-15 to Johnson Road,* ***Yucca Loma Road Widening Apple Valley Road to 1200' east***
HESPERIA	
Committed	Ranchero Corridor Widening from West City Limits to 7th Avenue
Approved	Main Street Widening Phase 1 from I-15 to Fuente and Aqueduct Bridge
Requested	Continuing to work with the jurisdiction on additional project requests
Completed to Date	*I-15/Ranchero Interchange*

VICTORVILLE	
Committed	Pending Funding Agreements for Approved Projects
Approved	Mojave Drive Widening from Amargosa Road to 7th Street
	Bear Valley Road Widening from Monte Vista Road to US 395*
Requested	Continuing to work with the jurisdiction on additional project requests
Completed to Date	*I-15/La Mesa-Nisqualli Interchange, Yucca Loma Corridor - Green Tree Boulevard Extension, Bear Valley Road Overhead at BNSF*
SAN BERNARDINO COUNTY	
Committed	Ranchero Corridor Widening from Mariposa Road to Hesperia City Limits
	Rock Springs Road Bridge over Mojave River
	Phelan Road Widening from SR 138 to Hesperia City Limits*
Approved	All approved projects from 2025 Update are now Committed
Requested	Continuing to work with the jurisdiction on additional project requests
Completed to Date	*Ranchero Road/Escondido Avenue Traffic Signal, Yates Road Widening, Yucca Loma Corridor - Green Tree Boulevard Extension*
REGIONAL/INTERREGIONAL	
Committed	US 395 Phase 2 Freight Mobility and Safety Project
	SR 18 Safety and Operational Improvements*
Approved	All approved projects from 2025 Update are now Committed
Requested	Continuing to work with the jurisdictions on additional project requests

*Project not fully funded

Prior iterations of the Delivery Plan Project List for the Victor Valley MLHP Program included project scopes, costs, and schedules that exceeded forecast available Victor Valley public share resources. This necessitated individual project prioritization for each jurisdiction during the 2025 Update and may again be a requirement of this 2026 Update.

A complicating factor for MLHP Program funding decisions is the relationship between funding available for regional/interregional projects and that available for local priorities. At its April 2019 meeting, the SBCTA Board approved a change in policy that provided for Mountain/Desert Regional/Interregional Projects Set-Aside Funding. SBCTA staff was directed to work with Caltrans and local jurisdictions to identify regional/interregional highway improvement needs so that funding set-asides in the Mountain/Desert Subareas could be established. The regional/interregional projects prioritization list was first approved by the Board in June 2021 and reaffirmed as part of the 2025 Update. With this policy change, equal share calculations for jurisdictions are now based on the total public share funds in the Subarea, which includes the Victor Valley share of State and Federal funds (for which SBCTA policy requires fair-share distribution among Subareas) in addition to MLHP Program funds. Any funding allocated to the regional/interregional projects is approved first and comes off the top of funding available to the Subarea, which reduces what is available to each of the jurisdictions for local projects. The MLHP Program is not intended to fully fund any one regional/interregional project. Rather, the MLHP Program is intended to leverage other State and Federal project funding resources.

The June 2021 agenda item that approved the Victor Valley Subarea Regional/Interregional Projects List, as well as the project prioritization, is included as Attachment 1 for reference. The first regional/interregional priority project being delivered is the US 395 Phase 2 Freight Mobility and Safety Project from I-15 to Palmdale Road. In November 2025, the Board awarded a construction contract for $41.8 million. The project bid was 28% below the engineer's estimate, reflecting a favorable bid for SBCTA and the Victor Valley MLHP Program. Since the construction contract award, two existing water lines were identified and found to be in conflict with the project area and required relocation. The relocation has resulted in an additional $15.6 million in project costs. The project is currently scheduled to complete for beneficial use mid-2028.

The other regional/interregional project that was initiated following the 2025 Update is the SR 18 Safety and Operational Improvements project. Funded through the environmental studies phase, the project will evaluate safety and operational improvements on SR 18 west of US 395 to the Los Angeles County Line. Proposed improvements could include continuous center median, operational enhancements such as turn lane channelization, and complete streets elements. The project will be submitted as part of the 2026 TCEP Cycle 5 call for projects for funding for the pre-construction phases. Funding of future phases will be contingent on SBCTA's ability to obtain State and Federal funding, and the construction phase will likely be segmented based on the availability of funds.

Table 2 on the following page provides an overview of the projects that have been identified for development in the 2026 Update and the current project status relative to the project scheduling and total project cost forecasts identified in the 2025 Update:

Table 2. Victor Valley Major Local Highway Projects Program
Regional/Interregional Projects

Project	Schedule	Cost	Phase
US 395 - Phase 2 Freight Mobility and Safety Project	+6 mo	√	Construction
SR 18 Safety and Operational Improvements Project	√	√	Environmental

Revenue Forecast

The 2025 Update assumed that revenue would be increasing between 0.04% and 3.43%, with an overall average of 3.08% through 2040, based on a combination of revenue estimates provided by HdL Companies and Beacon Economics. This update combines the five-year forecast provided by HdL Companies in May 2026 with the Beacon Economics forecast through 2040 that was used to inform the 2026 bond sale. Beacon Economics is currently in the process of updating its revenue projections for Measure I through 2040 and, once available, will be used in the final 2026 Update.

While it appears revenue is beginning to normalize, this normalization is occurring later than anticipated. The current revenue forecast provides a base value estimated at $254 million, which is lower than the $264 million projected in the 2025 Update. Preliminary revenue forecasts (which are based on actuals to date, HdL Companies five-year forecasts, and then Beacon Economics forecast going forward) also indicate decreased cumulative collections, reducing the $7.6 billion total revenue in the 2025 Update to $7.3 billion projected in the 2026 Update. A comparison of the forecasts in the 2025 Update to preliminary forecasts in the 2026 Update is presented in Tables 3 and 4 below.

Table 3. Cajon Pass Program Revenue Comparison
2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY2010/2011 – 2025/2026	$85,337	$85,187	-$150
FY2026/2027 – 2035/2036	$87,562	$81,981	-$5,581
FY2036/2037 – 2039/2040	$44,169	$39,323	-$4,846
TOTAL	$217,068	$206,491	-$10,577
Uncommitted Balance through 2040	$68,202	TBD	TBD

Table 4. Victor Valley Subarea Major Local Highway Projects Program
Revenue Comparison 2025 Update vs 2026 Update (1,000s)

Period	2025 Update	2026 Update	Change
FY 2010/2011 – 2025/2026	$77,906	$77,273	-$634
FY 2026/2027 – 2035/2036	$77,980	$70,776	-$7,204
FY 2036/2037 – 2039/2040	$41,855	$36,134	-$5,720
TOTAL	$197,742	$184,183	-$13,558
Uncommitted Balance through 2040	$73,172	TBD	TBD

Bonding Analysis
The bonding analysis for the 2026 Update is being developed with the following criteria:

- Minimum agency-wide debt coverage ratio: 2.0
- Individual programs must have a positive cash flow over the term of the bond
- Bond interest rate: 5%
- Latest bond issuance: still under analysis

As in recent Delivery Plans, the funding for the Committed and Approved Victor Valley MLHP Program projects included in the 2026 Update is anticipated to be delivered on a pay-as-you-go basis and not require bonding.

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

Reviewed By:
This item was received by the Mountain/Desert Policy Committee on June 12, 2026.

Responsible Staff:
Ryan Graham, Director of Fund Administration

Minute Action

AGENDA ITEM: 22

Date: June 2, 2021

Subject:
Victor Valley Subarea Regional/Interregional Projects Prioritization

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

Approve the Victor Valley Subarea Regional/Interregional Projects List and prioritization of projects in Attachment A, and direct staff to work with jurisdictions to begin to incorporate the highest priorities into the 2021 Update to the 10-Year Delivery Plan.

Background:
The voter-approved Measure I 2010-2040 Expenditure Plan for the Mountain/Desert Subareas identifies many projects on regional/interregional, State, Interstate, and United States (US) highways throughout the Mountain/Desert region as projects to be funded from the Measure I Major Local Highways Program (MLHP) and State and Federal funding sources. At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agenda Item 18 – Mountain/Desert Regional/Interregional Projects Set-Aside Funding, which directed SBCTA staff to work with California Department of Transportation (Caltrans) and local jurisdictions on identifying needs and developing funding set-asides for regional/interregional highway improvements in the Mountain/Desert Subareas. All participants have been asked to provide input.

It was determined that a series of meetings for each Subarea would take place for the purpose of coordinating project planning and programming among jurisdictions, identifying regional transportation infrastructure needs, and developing a list of regional/interregional projects, including those on State, Interstate, and US highway routes, along with the funding amount required and availability of funding to be set aside. The prioritized list for the Rural Subareas was approved by the Board in April 2021. This item concerns the prioritization for the Victor Valley Subarea.

A number of meetings have taken place in the past year where staff from each local jurisdiction has been provided an opportunity to nominate regional projects. Caltrans has also shared information about their current and planned projects and the agencies have been able to communicate to Caltrans issues on the State highways within their jurisdictions. Some specific recommendations and projects discussed included:

- Regional/Interregional highway project needs.
- Project prioritization – the need to develop and utilize ranking criteria. Attachment A to this item contains a list of prioritized regional/interregional projects, as identified by the Victor Valley Subarea staff and SBCTA staff.
- Funding flow – Identifying all current available Local, State and Federal funding sources. Attachment B to this item contains a list of these funding sources with a brief description of use and whether they are formula or competitive funds. It also reflects which agencies are eligible recipients for particular funds. It is important to note that in the Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. While some State and Federal funds have been allocated to projects

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

on the local network to ensure that they are able to be delivered on schedule, it is assumed that State and Federal funds will be largely responsible for funding the regional/interregional projects.

- Future State Route 247 (SR) 247, Interstate 15 (I)-15 Bypass Project – Caltrans staff indicated that an update to the I-15 Corridor Plan (Plan) has recently been initiated with work on the Plan beginning in late 2019. As part of that update, Caltrans will analyze alternative bypass options. Staff of the three subareas through which SR 247 lies – North Desert, Victor Valley, and Morongo Basin – have agreed that Measure I Project Development/Traffic Management Systems (PD/TMS) funds from each subarea would be appropriate to fund an initial feasibility study that would examine possible improvements and costs for a future project. Because this project is undefined, it was not included in the prioritization at this time.
- SR 18/SR 138 Corridor Study – As an interim project for near-term improvement to east-west flows between the Antelope and Victor Valleys until funding for the High Desert Corridor is available, SBCTA has approved funding for a Project Study Report in collaboration with Los Angeles County Metropolitan Transportation Authority and Caltrans. Because this project is undefined, it was not included in the prioritization at this time.
- US 395 Widening – it was agreed that widening additional segments of US 395 remains a priority for the Victor Valley Subarea.
- I-15/Joshua Interchange – it was agreed that improvements along Joshua could be prioritized as a regional project, but only in the context of the development of a Brightline Station near the Joshua interchange.

Attachment A lists the prioritized project lists for the Victor Valley Subarea. Items marked as "N/A" were reviewed but not ranked by members of the Subarea at this time. After all meetings have taken place, the final product will be a cooperatively developed list of regional/interregional projects with programmed funding to be included in SBCTA's 2021 Update to the 10-Year Delivery Plan for the highest priorities.

As stated earlier, in the Victor Valley Subarea, Measure I MLHP funds and State and Federal funds that are not assigned to regional/interregional projects are shared equally between jurisdictions within the Subarea by policy. In other words, funding directed to regional/interregional projects reduce the funds available to split between the local jurisdictions. Staff will work with jurisdictions within the Subarea to develop funding plans that balance initiation of these highest priorities while continuing to address jurisdictional priorities on the local network. This list will be reviewed and revised as needed every two years in conjunction with the update to the 10-Year Delivery Plan.

Financial Impact:
This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on May 21, 2021.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Valdivia, City of San Bernardino
SECONDER:	Curt Hagman, County of San Bernardino
AYES:	Bishop, Courtney, Herrick, Ulloa, Marquez, Navarro, Warren, McNaboe, Gregg, McCallon, Rigsby, Dutrey, Paget, Wapner, Michael, Barich, Valdivia, Klink, Jones, Avila, Denison, Cook, Rowe, Hagman, Baca Jr.
ABSENT:	Hernandez, Robertson, Garcia, Rutherford

Approved
Board of Directors
Date: June 2, 2021

Witnessed By:

Marleana Roman, Clerk of the Board 06/02/2021

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

ATTACHMENT 1

ATTACHMENT A - VICTOR VALLEY SUBAREA REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION

RANK	*REGIONAL/INTERREGIONAL PROJECT*	*COMMENTS*
1	US 395 Phase 3 widen 2 to 4 lanes (I-15 to Palmdale Rd.)	Environmental completed. Possibility for near-term coordination with a CT SHOPP project; good candidate for TCEP.
2	I-15 @ Joshua Street Interchange Widening - Widen roadway and bridge from US 395 to Mariposa from 2 to 4 lanes to accommodate the proposed Brightline West High Speed Rail Station/parking structure in Hesperia.	Would be in conjunction with Brightline's plans to widen bridge for bus lane and likely implemented by Brightline. Therefore, contingent on need for rail station.
3	US 395 Phase 2 widen 2 to 4 lanes (Chamberlaine Way to Desert Flower)	Environmental complete.
4	I-15 Victor Valley Express Lanes Widening - Add 1 HOT lane each direction from US 395 to D Street.	No project work to date. Probably not feasible if Brightline is in the median. If Brightline built only to Apple Valley, consider extending lanes to Stoddard Wells.
5	SR 138 Segment 4 widen 2 to 4 lanes (Lone Pine Canyon Rd to I-15)	Design is complete, just needs funding.
6	Rock Springs Road Bridge over Mojave River - widen 2 to 4 lanes	Bridge replacement is in Highway Bridge Program - funding would be for cost to widen bridge and approaches.
7	US 395 Phase Future widen 2 to 4 lanes (Desert Flower to North Desert Subarea)	CT was working on environmental but was deprioritized at HQ and no longer in progress.
8	SR 138 Segment 1 widen 2 to 4 lanes (SR 18 to Phelan)	Majority of this project is in LA County and not likely to be prioritized by them. Caltrans is planning a safety project to add a median lane in San Bernardino County.
9	SR 247/SR18 Intersection Realignment at SR 18 and Crystal Creek Rd (Lucerne Valley)	Problem first identified for truck traffic NB on Crystal Creek. Four-way stop has been installed at intersection. Additional roadway R/W (local road and highway) will be required to accommodate further improvements such as signalization and/or intersection realignment. A greater amount of R/W will be required to accommodate a single, realigned roadway at the existing intersection location. Less R/W will be required for an offset intersection; however, intersection spacing standards are applicable.
10	SR 138 Realignment from Summit Valley Road to SR 173	No project work to date.
11	SR 138 Widening from I-15 to Summit Valley Road	No project work to date.
N/A	SR 18 from LA County line to US 395 widen 2 to 4 lanes Feasibility Study (rank later)	High Desert Corridor alternative. Feasibility study underway with LA Metro with possible ranking later after scope is better defined.
N/A	SR 247 (Lucerne Valley-Yucca Valley) Feasibility Study (rank later)	Possible passing lanes, left and right turn pockets, intersection improvements through a portion of Victor Valley Subarea. Feasibility study is proposed now with possible ranking later after scope is defined.
N/A	High Desert Corridor - Roadway Victor Valley to Palmdale	Roadway was not included in NEPA environmental action but was included in CEQA NOD. Roadway was taken out of RTP/SCS - no longer a project. Rail portion is continuing with LA Metro as lead.

Note: Items marked as "N/A" were reviewed but not ranked by members of the Subarea at this time.

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

ATTACHMENT 1

ATTACHMENT B
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
LOCAL FUNDS		
Development Impact Fees (DIF) Contribution *Required for access to SBCTA Public Funds on most projects.*	**Measure I Major Local Highway (MLH)** For major streets and highways serving as primary routes of travel within subarea. Combined with State and Federal sources below for *Public Share* contribution.	
Local Funds Can be used for project phases *without Public Share contribution* or to fill gaps in funding.	**Measure I Project Development - Traffic Management Systems (PDTMS)** For corridor studies and project study reports.	
STATE FUNDS		
Local Partnership Program (LPP) *DIF Share* for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. *Competitive grant.*	**Local Partnership Program (LPP)** *Public Share* for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. *Formula funds and competitive grant.*	**State Highway Operation & Protection Program (SHOPP)** For repair and preservation of existing infrastructure, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. *Not for capacity increasing projects.*
	Solutions for Congested Corridors Program (SCCP) *Public Share* for high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other *non-general purpose lane* highway improvements. *Competitive grant.*	**Solutions for Congested Corridors Program (SCCP)** For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other *non-general purpose lane* highway improvements. *Competitive grant.*
Trade Corridor Enhancement Program (TCEP) For improvements on corridors with high volume of freight movement. *Competitive grant (60% target).*	**Trade Corridor Enhancement Program (TCEP)** *Public Share* for improvements on corridors with high volume of freight movement. *Competitive grant (60% target).*	**Trade Corridor Enhancement Program (TCEP)** For improvements on corridors with high volume of freight movement. *Competitive grant (60% target).*
	State Transportation Improvement Program - Regional (STIP-RIP) *Public Share* for capital improvement transportation projects on and off the State Highway System. *Formula funds.*	**State Transportation Improvement Program - Interregional (STIP-IIP)** For improvements to state highways, intercity passenger rail, interregional movement of people,vehicles, and goods *based on statewide priorities.*

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

ATTACHMENT 1

ATTACHMENT B
MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS

CITY/COUNTY	SBCTA	CALTRANS
FEDERAL FUNDS		
	Surface Transportation Program (STP) *Public Share* - Most flexible federal funding for highway and bridge projects. *Formula Funds.*	
	Congestion Mitigation and Air Quality (CMAQ) *Public Share* for transportation projects and other efforts that contribute air quality improvements and provide congestion relief. *Formula funds.*	
Highway Bridge Program (HBP) For projects to replace or rehabilitate bridges in the National Bridge Inventory.	**Highway Bridge Program (HBP)** For projects to replace or rehabilitate bridges in the National Bridge Inventory.	
Infrastructure for Rebuilding America (INFRA) For nationally and regionally significant freight and highway projects. *Competitive grant.*	**Infrastructure for Rebuilding America (INFRA)** *Public Share* for nationally and regionally significant freight and highway projects. *Competitive grant.*	**Infrastructure for Rebuilding America (INFRA)** For nationally and regionally significant freight and highway projects. *Competitive grant.*
Better Utilizing Investments to Leverage Development (BUILD) For highway and bridge projects with national significance. (Prior TIGER grant) *Competitive grant.*	**Better Utilizing Investments to Leverage Development (BUILD)** *Public Share* for highway and bridge projects with national significance. (Prior TIGER grant) *Competitive grant.*	**Better Utilizing Investments to Leverage Development (BUILD)** For highway and bridge projects with national significance. (Prior TIGER grant) *Competitive grant.*

Attachment: Attachment 1 - June 2021 Project Prioritization (12694 : 2026 10-Year Delivery Plan - Victor Valley Subarea Proposed Project List)

Minute Action

AGENDA ITEM: 30

Date: July 1, 2026

Subject:
Amendment No. 3 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project

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

A. Allocate an additional $240,830 in Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funds, for a total of $659,915, to the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project.

B. Approve Amendment No. 3 to Funding Agreement No. 19-1002195 with the City of Twentynine Palms for the Split Rock Avenue Bridge at Flood Control Channel Project, to add $240,830 in Measure I Morongo Basin Subarea MLHP funds and to extend the contract termination date through April 30, 2028.

Background:
The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Morongo Basin Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects, along with developing candidate project lists, which are completed with the assistance of Subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The Split Rock Avenue Bridge at Flood Control Channel Project (Project), managed by the City of Twentynine Palms (City), completed the Right-of-Way Phase in December 2022 and was anticipated to begin construction in December 2025. The Split Rock Bridge was originally intended to be constructed under one construction contract with improvements to the San Bernardino County Flood Control District channel. However, State Regional Water Quality Control Board permitting requirements necessitated that the projects be phased or staggered in construction. In addition, design revisions to the Split Rock Bridge were required by the San Bernardino County Flood Control District. These two changes created the need for additional engineering design work and construction management services in the amount of $240,830.

The project has been identified by the City as a priority project for funding and was listed in the SBCTA 2025 Update to the 10-Year Delivery Plan as an approved project eligible for Measure I Morongo Basin Subarea Major Local Highway Projects Program (MLHP) funding by members of the subarea. The Project will replace a two-lane low water crossing on Split Rock Avenue, just north of State Route 62, with a new two-lane bridge over the Twentynine Palms Flood Control Channel.

The original allocation of the $285,560 in Measure I Morongo Basin Subarea MLHP funds was approved on July 10, 2019, to fund the required match to Federal Highway Bridge Program funds in the Construction Phase. Amendment No. 1 to the Funding Agreement on November 1, 2023, increased the allocation to $312,558 in MLHP funds, and Amendment No. 2

was approved on December 3, 2025, to provide an additional $106,527 in MLHP funds included in the 2025 10-Year Delivery Plan. Amendment No. 3 will increase the MLHP funds for the Project to a total of $659,915. Total cost for the Project is estimated to be $4,502,580.

Financial Impact:
The adopted Budget for Fiscal Year 2026/2027 includes sufficient Measure I Morongo Basin Major Local Highway Program funds to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 12, 2026. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Ryan Graham, Director of Fund Administration

Contract Summary Sheet

General Contract Information

Contract No: 19-1002195 Amendment No.: 3

Contract Class: Payable Department: Fund Administration

Vendor No.: 02201 Vendor Name: City of Twentynine Palms

Description: Split Rock Ave Bridge at Flood Control Channel Project Funding Agreement

Dollar Amount					
Original Contract	$	285,560.00	Original Contingency	$	-
Prior Amendments	$	133,525.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	240,830.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**659,915.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**659,915.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12695

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Local Funding Agreement

Accounts Payable

Estimated Start Date: 07/10/2019 Expiration Date: 06/30/2027 Revised Expiration Date: 04/30/2028

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 659,915.00	Total Contingency: $ -
GL:	4530	50	0550	0516	54840	41100000		Morongo Basin MLHP	659,915.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Nohemi Moran
Project Manager (Print Name)

Ryan Graham
Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.020.237.54840; Project due to receive $3,772,927 in Federal Highway Bridge Program (HBP) funds not accounted for above.

Attachment: CSS 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

AMENDMENT NO. 3 TO PROJECT FUNDING AGREEMENT NO. 19-002195

FOR

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT

(CITY OF TWENTYNINE PALMS)

THIS Amendment No. 3 to Project Funding Agreement 19-1002195 ("Agreement") is made and entered into by and between the City of Twentynine Palms ("CITY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CITY are each a "Party" and collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program ("MLHP") funds; and

B. The Split Rock Avenue Bridge at Flood Control Channel Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A.3; and

C. The Parties entered into Project Funding Agreement No. 19-1002195 on or about July 10, 2019, to allocate $285,560 in Measure I MLHP funds to partially fund the Construction Phase; and

D. The Parties entered into Amendment No. 1 to Agreement on or about November 21, 2023, to allocate $26,998 in additional funding to the PROJECT and extend the termination date to December 31, 2025; and

E. The Parties entered into Amendment No. 2 to Agreement on or about December 12, 2025, to allocate $106,527 to add funds to the Construction Phase.

F. CITY has identified a need for an additional $240,830 to provide supplemental funds for the Plans, Specifications & Estimates (PS&E) phase and for Construction Management services required due to design modifications to the PROJECT required by the San Bernardino County Flood Control District.

G. CITY has requested updates reflected in Attachment A.3: Revised Description of Project and Milestones and Attachment B.3: Revised Summary of Estimated Costs; and

H. CITY has requested an extension of the Agreement termination date to April 30, 2028.

DRAFT

Attachment: Split Rock 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

NOW, THEREFORE, the Parties agree to the following:

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

   "1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of $659,915 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B.3. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless an amendment to this Agreement is approved by both Parties."

2. Paragraph 2 of Section II 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 expenses for an amount not to exceed $659,915 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines."

3. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:

   "8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or April 30, 2028, 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 described in Attachment A.3 has not been initiated by CITY within twelve (12) months of the Effective Date of this Agreement."

4. Attachment A.2 to the Agreement is replaced with the Revised Description of Project and Milestones attached as "Attachment A.3" to this Amendment No. 3 and incorporated herein. All references to "Attachment A.2" in the Agreement are hereby replaced with "Attachment A.3".

5. Attachment B.2 to the Agreement is replaced with the Revised Summary of Estimated Costs attached as "Attachment B.3" to this Amendment No. 3 and incorporated herein. All references to "Attachment B.2" in the Agreement are hereby replaced with "Attachment B.3".

6. Except as amended by this Amendment No. 3, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

7. The Recitals set forth above are incorporated herein by this reference.

8. This Amendment No. 3 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.

9. This Amendment No. 3 shall be effective on the date executed by SBCTA.

---SIGNATURES ON FOLLOWING PAGE---

DRAFT

Attachment: Split Rock 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

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

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

Date: _____

CITY OF TWENTYNINE PALMS

By: _____
Steven Bilderain
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Patrick Munoz
City Attorney

Date: _____

DRAFT

Attachment: Split Rock 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

ATTACHMENT A.3

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT
Revised Description of Project and Milestones

Project Title	
Split Rock Avenue Bridge	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The City of Twentynine Palms is proposing to replace a two-lane low water crossing on Split Rock Avenue (just north of State Route 62) with a new two-lane bridge over the Twentynine Palms Flood Control Channel (29FCC).	
Project Milestone	**Proposed**
Project Study Report Approved	April 2015
Begin Environmental (PA/ED) Phase	January 2015
Circulate Draft Environmental Document	March 2016
Draft Project Report	June 2017
End Environmental Phase (PA/ED Milestone)	March 2018
Begin Design (PS&E) Phase	January 2016
End Design Phase (Ready to List for Advertisement Milestone)	December 2019
Begin Right of Way Phase	September 2022
End Right of Way Phase (Right of Way Certification Milestone)	December 2022
Begin Construction Phase (Contract Award Milestone)	February 2026
End Construction Phase (Construction Contract Acceptance Milestone)	December 2027
Begin Closeout Phase	January 2028
End Closeout Phase (Closeout Report)	April 2028

DRAFT

Attachment: Split Rock 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

ATTACHMENT B.3

SPLIT ROCK AVE BRIDGE AT FLOOD CONTROL CHANNEL PROJECT
Revised Summary of Estimated Costs

Phase	Total Cost	Federal Highway Bridge Program (HBP) Funds	SBCTA Funds (1)	CITY Funds
Engineering (PA/ED & PS&E)	$704,500	$511,703	$126,500	$66,297
Right-of-way	$30,000	$26,559	$0	$3,441
Construction	$3,768,080	$3,234,665	$533,415	$0
TOTAL	**$4,502,580**	**$3,772,927**	**$659,915**	**$69,738**

Additional Notes:

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

DRAFT

Attachment: Split Rock 19-1002195 - 03 (12695 : Amendment No. 3 to Split Rock Avenue Bridge Funding Agreement)

Minute Action

AGENDA ITEM: 31

Date: July 1, 2026

Subject:
State Legislative Update

Recommendation:
Receive and file the June 2026 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on June 10, 2026, on budget and policy committee hearings, Governor Gavin Newsom's May Budget Revision, as well as the status of bills of interest to SBCTA / San Bernardino Council of Governments (SBCOG).

Legislative Update

As the month of May ends, we are nearing the halfway point of the legislative session. May 29, 2026, marks the House of Origin deadline, which means legislation needs to be out of the house in which it was introduced. The week before the deadline saw several lengthy floor sessions in both houses to pass the hundreds of bills before each chamber. Once they are passed this first deadline, the bills will swap houses and begin their policy hearings starting in early June 2026.

On May 14, 2026, was the Appropriations Suspense hearing in both the Senate and the Assembly. Most bills with a cost to the state are referred to the "suspense list" in each house. In total, both committees heard a combined 967 bills that day.

Additionally, there have been several budget subcommittee hearings in May in preparation for Governor Newsom's May Revise, which was released on May 14, 2026. The budget committees have been reviewing the Governor's new proposal and are starting to shape their own budgets. The final budget must be adopted by June 15, 2026.

Budget – Governor's May Revise

On May 14, 2026, Governor Newsom released his May Revision for the budget year 2026-27. The Governor now projects budget year General Fund expenditures of $246.6 billion, available resources of $279.1 billion (prior year balance, revenues, and transfers), and $4.5 billion in the Special Fund for Economic Uncertainties (SFEU), the state's general budget reserve.

The May Revision updates the Greenhouse Gas Reduction Fund (GGRF) estimates based on recent cap-and-invest auctions. The May Revision estimates $3.4 billion in 2025-26 and $3.4 billion in 2026-27, which is a downward adjustment compared to the Governor's budget, which estimated $3.8 billion in 2025-26 and $3.8 billion in 2026-27. However, these estimates do not reflect the proposed amendments currently under consideration at the California Air Resources Board, as these are not yet adopted.

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

For California Department of Transportation, the May Revision:

• Appropriates a $40 million one-time General Fund for Clean California litter abatement and encampment resolution.

• Funds a $6.2 million two-year limited-term General Fund annually for homeless encampment liaisons.

• Provides a one-time increase of $16.4 million in the State Highway Account for Generative Artificial Intelligence in the state highway system.

• Proposes statutory changes to allow automated enforcement on the State Highway System portion of the Games Route Network in advance of the 2028 Olympic and Paralympic Games that will be held in the Los Angeles region.

• Identifies the need to appropriate additional funds for the Olympic and Paralympic Games.

Legislative Analyst's Office (LAO) 2026-27 Budget Reports and the Governor's May Revise

The LAO has posted a few analyses of the Governor's May Revision and its proposals. The LAO's main comments on the May Revision note that if all of the Governor's proposals are approved, structural deficits still persist for the state—meaning that General Fund annual expenses exceed annual revenues for the foreseeable future under the administration's own projections. The LAO continues to warn that "California is ill-prepared for even a slip-up in revenues," noting "even just a repeat of the 2022 market declines, which were mild by historical standards, could quickly push the budget into deep deficits."

The LAO notes that the Governor's plan—inclusive of January and May proposals—includes $1.3 billion of new discretionary General Fund spending, such as spending or reappropriations for improvements at Los Angeles' Exposition Park, broadband last-mile infrastructure, and a wildfire disaster rebuilding program. The Governor also makes various non-General Fund proposals in the May Revision, such as $125 million of bond funding to acquire the Golden Gate Fields property in the East Bay. The May Revision says relatively little about the Cap-and-Invest fund, the GGRF, and the potential major changes to which the LAO has now discussed before both houses' committees.

The LAO suggests redirecting the Governor's proposed $9.7 billion deposit to the new discretionary reserve, the Projected Temporary Surplus Holding Account, to the arguably less flexible rainy day fund, and adopting well over $10 billion of budget cuts or net revenue increases. The LAO suggests the Legislature "set aside $4 billion in a reserve to pre-fund" the Proposition 98 required funding for 2025-26 (called "settle up" by the administration) that is omitted from the Governor's plan.

The LAO's General Fund condition summary, Figure 2, shows that the Governor's plan projects a rainy day fund balance of $15.075 billion for 2026-27—up from the $11.191 billion for 2025-26 in last June's state budget plan.

Cap-and-Invest Proposed Amendments

On May 19, 2026, Assembly Budget Sub-Committee 4 held a hearing on the proposed amendments to the Cap-and-Invest Program. The changes introduced through a 15-day regulatory process have generated significant concern among legislators, environmental

advocates, transit agencies, agricultural groups, affordable housing developers, and public health organizations. The central dispute involves the California Air Resources Board's (CARB) proposal to redistribute allowances away from the auction (which generates the GGRF revenue) toward industry-directed incentives and ratepayer credits.

The LAO published a document for the hearing where the core focus was CARB's April 2026 revised proposed amendments, which made significant changes from the January version. Most notably, while the proposal removes 118 million allowances through 2030 to meet climate targets, it simultaneously creates a new Manufacturing Decarbonization Incentive (MDI) program that adds up to 118 million allowances above the cap — effectively offsetting those reductions. The LAO stated that April amendments also increase free allowances to industry, reduce allowances to electric utilities, and would cut projected GGRF revenues to roughly $2 billion annually — about half of recent levels — leaving Tier 3 GGRF programs entirely unfunded. The LAO closed by flagging key legislative questions around environmental ambition, MDI program design, allowance allocation priorities, and whether the Senate Bill 840 GGRF framework remains fit for purpose given the projected revenue shortfall.

Attachment A contains a list of legislative bills that SBCTA/SBCOG have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

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

Reviewed By:
This item was received by the Legislative Policy Committee on June 10, 2026.

Responsible Staff:
Louis Vidaure, Legislative Analyst

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2026

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 334 (Petrie-Norris)	Would allow California tolling agencies to share all necessary toll information with out-of-state tolling agencies to aide in implementation of national interoperability.	Failed Senate Floor deadline to be acted upon, two-year bill. (9/13/25)	Support	3/12/2025
AB 1678 (Harabedian)	Would create the Claremontclair Construction Authority to build Metro A Line to City of Montclair.	Failed policy committee deadline. Dead for this year. (4/20/26)	Oppose	4/1/2026
AB 1708 (Solache)	Would expand funding to cities with populations under 300,000 through the State's Homeless Housing, Assistance, and Prevention Grant Program	Failed fiscal committee deadline. Dead for this year. (5/14/26)	Support	4/8/2026
AB 2002 (Solache)	Would codifiy the Regional Early Action Planning 1.0 funding program.	Passed out of Assembly and referred to Senate Rules Committee for policy committee assignment. (5/21/2026)	Support	4/8/2026
AB 2059 (Wilson)	Would determine transportation projects in designated nonmetropolitan counties would have less than significant transportation impacts pursuant to the vehicle miles traveled metric in CEQA.	Passed out of Assembly and referred to Senate Rules Committee for policy committee assignment. (5/21/2026)	Support	4/8/2026
AB 2267 (Garcia)	Would establish statewide suicide-prevention design standards for new bridge construction and major rehabilitation projects.	Failed fiscal committee deadline. Dead for this year. (5/14/26)	Support	4/8/2026

Attachment: Bill position matrix 6-26 (12652 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2026

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 2508 (Hoover)	Would establish the Public Utilities Public Purpose Programs Fund within the GGRF to fund energy efficiency programs and remove public purpose program funding from utility bills.	Failed fiscal committee deadline. Dead for this year. (5/14/26)	Oppose	4/8/2026
AB 2560 (Shultz)	Would codify the guiding principles of the Climate Action Plan for Transportation Infrastructure.	Passed out of Assembly and referred to Senate Rules Committee for policy committee assignment. (5/26/2026)	Oppose	4/8/2026

Attachment: Bill position matrix 6-26 (12652 : State Legislative Update)

ATTCHMENT B

SEASIDE ADVOCACY, LLC

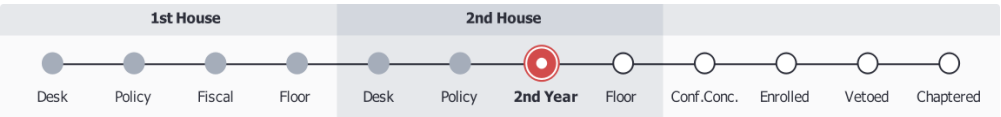
SBCTA Bill Report
6/1/2026

AB 6 **(Ward, D) Residential developments: building standards: review.**

Current Text: 05/05/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)



Summary: The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built under the requirements of the California Residential Code, as specified. The bill would require the department, no later than December 31, 2027, 2028, to provide a one-time report of its findings to the Legislature in the annual report described above. The bill, if the report identifies and recommends amendments to building standards, would require the department to research, develop, and consider proposing the standards for adoption by the commission, as specified. (Based on 05/05/2025 text)

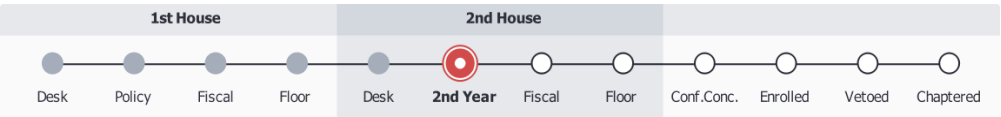
Analysis:
07/11/25 **S Appropriations** (text 05/05/25)

AB 11 **(Lee, D) The Social Housing Act.**

Current Text: 12/02/2024 - Introduced **HTML** **PDF**

Introduced: 12/02/2024

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025) (May be acted upon Jan 2026)



Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Analysis:
06/26/25 **S Housing** (text 12/02/24)

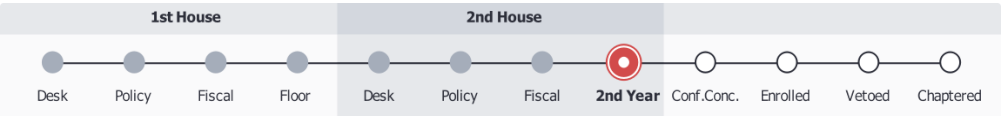
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

AB 33 **(Aguiar-Curry, D) Autonomous vehicles.**

Current Text: 06/30/2025 - Amended **HTML** **PDF**

Introduced: 12/02/2024

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/9/2025) (May be acted upon Jan 2026)



Summary: Would prohibit the delivery of commercial goods, as defined, directly to a residence or to a business for its use or retail sale through the operation of an autonomous vehicle without a human safety operator on any highway within the State of California. The bill would make a first violation of this provision subject to a $10,000 administrative fine and a $25,000 administrative fine for subsequent violations. The bill would authorize the department to suspend or revoke the permit of an autonomous vehicle manufacturer for repeated violations of this provision. (Based on 06/30/2025 text)

Analysis:

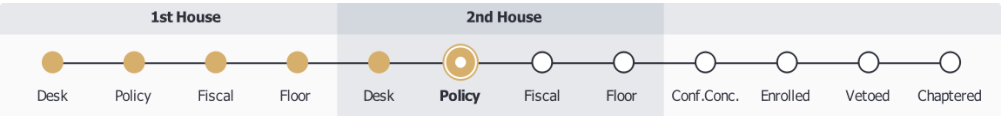
08/29/25 **S Floor Analyses** (text 06/30/25)

AB 69 **(Calderon, D) FAIR Plan policy notices and renewals.**

Current Text: 05/22/2026 - Amended **HTML** **PDF**

Introduced: 12/10/2024

Status: 05/22/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on INS.



Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to implement programs to help reduce the number of existing FAIR Plan policies, including clearinghouse programs in which a participating insurer offers homeowners or commercial insurance to FAIR Plan policyholders. Existing law requires an agent or broker transacting basic property insurance to assist a person in obtaining basic property insurance coverage by one of several specified methods, including making an application for insurance through the FAIR Plan. This bill would authorize an insurer participating in a clearinghouse program to offer coverage directly to the insured after 3 renewal periods after January 1, 2027. Commencing May 1, 2027, the bill would require a participating insurer to report to the association on a quarterly basis the number of policies it has issued to FAIR Plan policyholders. The bill would require the association to report aggregated numbers within 30 days, as specified, and post and quarterly update on its internet website a list of participating insurers in the clearinghouse programs. (Based on 05/22/2026 text)

Analysis:

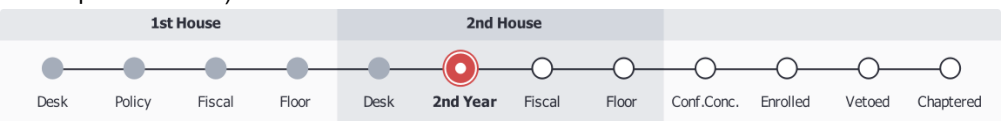
06/02/25 **A Floor Analysis** (text 06/02/25)

AB 259 **(Rubio, Blanca, D) Open meetings: local agencies: teleconferences.**

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Introduced: 01/16/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Analysis:
04/23/25 **A Floor Analysis** (text 04/21/25)

AB 261 **(Quirk-Silva, D) Fire safety: fire hazard severity zones: State Fire Marshal.**

Current Text: 07/10/2025 - Amended **HTML** **PDF**

Introduced: 01/16/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Summary: Current law requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Current law requires the State Fire Marshal to periodically review designated and rated zones and, as necessary, revise zones or their ratings or repeal the designation of zones. Current law also requires the State Fire Marshal to identify areas in the state that are not state responsibility areas as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, and to periodically review and, as necessary, make recommendations relative to very high fire hazard severity zones. This bill would prohibit the State Fire Marshal's determination of fire hazard severity zone, in both state responsibility areas and lands that are not state responsibility areas, from being based on risk mitigation activities. The bill would, as applied to both state responsibility areas and lands that are not state responsibility areas, authorize the State Fire Marshal, in periods between the State Fire Marshal's review of areas of the state for recommendations regarding an area's fire hazard severity zone, to confer with entities, including, but not limited to, public agencies, tribes, nonprofit organizations, project applicants, and members of the public, on actions that may impact the degree of fire hazard in an area or the area's recommended fire hazard severity zone designation. The bill would authorize the State Fire Marshal to provide a written response to an entity on actions that may impact the degree of fire hazard and would require this written response to be posted on the State Fire Marshal's internet website. (Based on 07/10/2025 text)

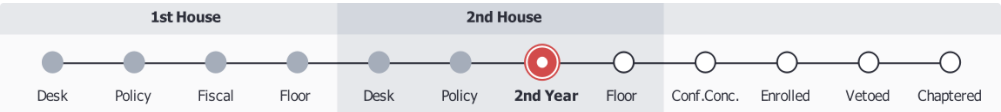
Analysis:
08/15/25 **S Appropriations** (text 07/10/25)

AB 266 **(Davies, R) Freeway Service Patrol Act: sponsorship agreement.**

Current Text: 06/02/2025 - Amended **HTML** **PDF**

Introduced: 01/17/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 6/30/2025)(May be acted upon Jan 2026)



Summary: The Freeway Service Patrol Act authorizes and provides funding for freeway service patrols, operated pursuant to an agreement between the Department of the California Highway Patrol, the Department of Transportation, and a regional or local governmental entity, to provide emergency roadside assistance on traffic-congested urban freeways throughout the state. The act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would require the Department of Transportation, the Department of the California Highway Patrol, and participating and eligible regional and local entities to, each time the guidelines for program operations are updated after January 1, 2026, consider developing or revising and including in the guidelines operational requirements for sponsorship agreements between a participating regional or local entity and any private third party that allow for the display of the sponsor's name and logo on participating tow trucks, as provided. (Based on 06/02/2025 text)

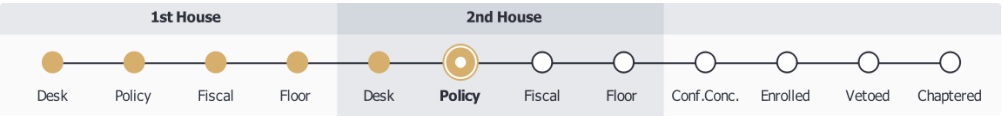
Analysis:
06/27/25 **S Appropriations** (text 06/02/25)

AB 306 **(Schultz, D) California Building Standards Commission: appeals: code equivalence determinations.**

Current Text: 05/21/2026 - Amended **HTML** **PDF**

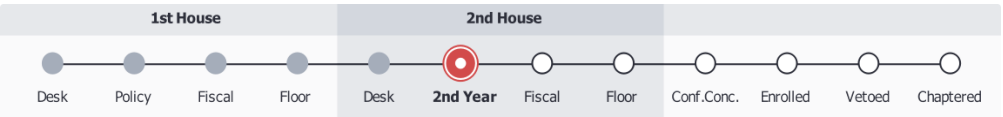
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Introduced: 01/23/2025
Status: 05/21/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



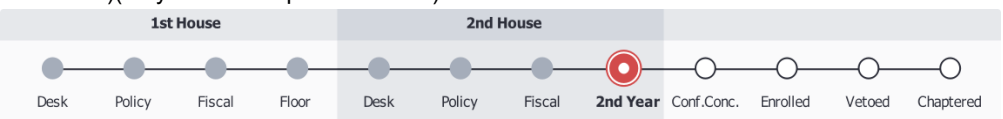
Summary: Existing law authorizes any person adversely affected by any regulation, rules, omission, interpretation, decision, or practice of any state agency respecting the administration of any building standard to appeal the issue for resolution to the California Building Standards Commission. Existing law authorizes any local agency having authority to enforce a state building standard and any person adversely affected by any regulation, rule, omission, interpretation, decision, or practice of that agency respecting that building standard to appeal to the commission, provided that both wish to appeal the issue for resolution to the commission. Existing law authorizes the commission to accept those appeals only if the commission determines that the issues involved in the appeal have statewide significance. This bill would revise and recast those provisions to expand the reasons for which a person can appeal to the commission to include, among other things, being adversely affected by any building standard or local amendment to a building standard or any reasonable interpretation of the California Building Standards Code. The bill would expand the conditions under which the commission may accept an appeal by removing the requirement that both the local agency and the adversely affected person wish to appeal the issue, and by revising the required statewide significance determination of the commission to instead only require that statewide significance to be potential, as provided. (Based on 05/21/2026 text)
Analysis:
03/21/25 **A Floor Analysis** (text 03/12/25)

AB 317 **(Jackson, D) California First Time Homeowner Dream Act.**
Current Text: 04/29/2025 - Amended **HTML** **PDF**
Introduced: 01/24/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/4/2025)(May be acted upon Jan 2026)



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts various projects from CEQA, including projects related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing, as defined, that meet certain conditions. This bill would exempt from CEQA the new construction of a single-family dwelling that meets specified conditions, including that the project contains one single-family dwelling that is 1,500 square feet or less with no more than 3 bedrooms, the property is intended to be sold to a first-time home buyer, and the lead agency determines that the developer of the project or the property owner provided sufficient legal commitments to meet the requirements of the exemption. The bill would require the lead agency, if it determines that a project qualifies for the exemption, to file a notice of exemption with the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the county clerk, as specified. By placing additional requirements on the lead agency to make a determination on whether the CEQA exemption applies, and on local agencies to determine whether the project developer provided sufficient legal commitments, as described, the bill would impose a state-mandated local program. (Based on 04/29/2025 text)
Analysis:
05/15/25 **A Floor Analysis** (text 04/29/25)

AB 334 **(Petrie-Norris, D) Operators of toll facilities: interoperability programs: vehicle information.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 01/28/2025
Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide, regarding a vehicle's use of the toll facility, only the license plate number, transponder identification number, date and time of the transaction, and identity of the agency operating the toll facility. This bill would instead authorize an operator of a toll facility on federal-aid highways engaged in an interstate interoperability program to provide to an out-of-state toll agency or interstate interoperability tolling hub only the information regarding a vehicle's use of the toll facility that is license plate data, transponder data, or transaction data, and that is listed as "required" by specified national interoperability specifications. If the operator needs to collect other types of information to implement interstate interoperability, the bill would prohibit the operator from selling or otherwise providing that information to any other person or entity, as specified. (Based on 07/17/2025 text)

Analysis:
08/14/25 **S Floor Analyses** (text 07/17/25)

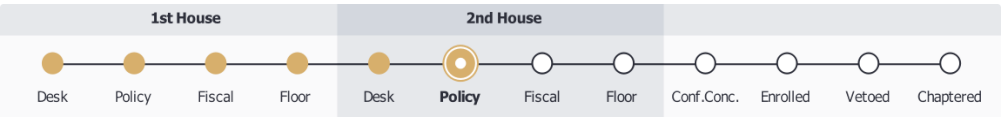
Priority: 1

AB 431 **(Wilson, D) Advanced Air Mobility Infrastructure Act.**

Current Text: 05/27/2026 - Amended **HTML** **PDF**

Introduced: 02/05/2025

Status: 05/27/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on TRANS.



Summary: The State Aeronautics Act governs various matters relative to aviation in the state, and authorizes the Department of Transportation to adopt, administer, and enforce rules and regulations for the administration of the act. This bill, the Advanced Air Mobility Infrastructure Act, would require the department, in coordination with specified agencies, to include advanced air mobility, as defined, in the next update to the California Transportation Plan prepared after January 1, 2027, and to establish a statewide working group to facilitate ongoing collaboration to explore California's role as a leader in the development and implementation of advanced air mobility, as specified. (Based on 05/27/2026 text)

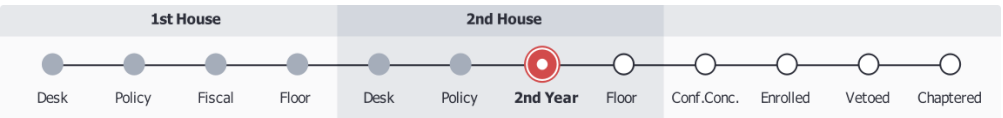
Analysis:
07/03/25 **S Transportation** (text 04/30/25)

AB 443 **(Bennett, D) Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.**

Current Text: 02/06/2025 - Introduced **HTML** **PDF**

Introduced: 02/06/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

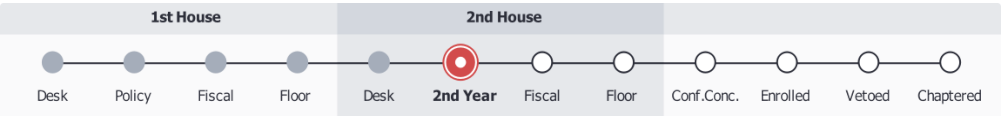


Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using curtailed solar and wind generation to produce hydrogen, as provided. (Based on 02/06/2025 text)

Analysis:
07/11/25 **S Appropriations** (text 02/06/25)

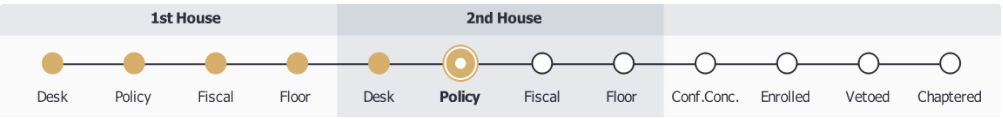
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

AB 467 **(Fong, D) Open meetings: teleconferences: neighborhood councils.**
Current Text: 04/21/2025 - Amended **HTML** **PDF**
Introduced: 02/06/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would extend the authorization for specified neighborhood city councils to use the alternate teleconferencing provisions described above until January 1, 2030. (Based on 04/21/2025 text)
Analysis:
04/23/25 **A Floor Analysis** (text 04/21/25)

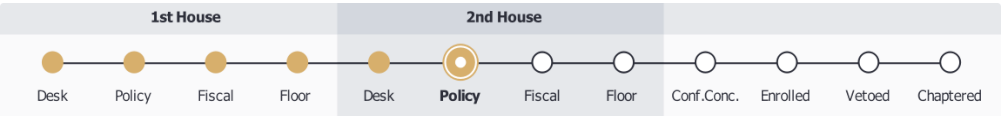
AB 609 **(Wicks, D) California Environmental Quality Act: exemption: housing development projects.**
Current Text: 05/05/2025 - Amended **HTML** **PDF**
Introduced: 02/13/2025
Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)
Analysis:
05/15/25 **A Floor Analysis** (text 05/05/25)

Priority: 1

AB 698 **(Wicks, D) Local taxation: real property transfers.**
Current Text: 06/02/2025 - Amended **HTML** **PDF**
Introduced: 02/14/2025
Status: 06/09/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Current statutory law, enacted by Proposition 62, as approved by the voters at the November 4, 1986, statewide general election, prohibits a local government or district from imposing any transaction tax or sales tax on the sale of real property within the city, county, or district, except as provided. The California Constitution authorizes cities organized under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which supersede inconsistent general laws. Existing law, the Documentary Transfer Tax Act, authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. This bill would require a legislative body of a city, as specified, before it adopts any transfer tax on the sale of real property, to develop and post on its internet website an analysis that

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examines, at a minimum, the effect of the proposed transfer tax on, among other things, the production of affordable housing, including affordable housing produced by market-rate housing projects. (Based on 06/02/2025 text)

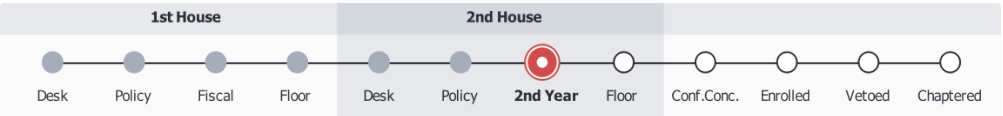
Analysis:
06/02/25 **A Floor Analysis** (text 06/02/25)

AB 716 **(Carrillo, D) Fire safety standards: hydrogen facilities.**

Current Text: 07/14/2025 - Amended **HTML** **PDF**

Introduced: 02/14/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Summary: Would require the State Fire Marshal to appoint a hydrogen fire expert to answer questions and provide clarification on the implementation of hydrogen production, storage, and distribution facilities, ensuring that hydrogen facilities comply with the most up-to-date fire safety standards. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors to ensure that hydrogen-related safety protocols are understood and enforced statewide. (Based on 07/14/2025 text)

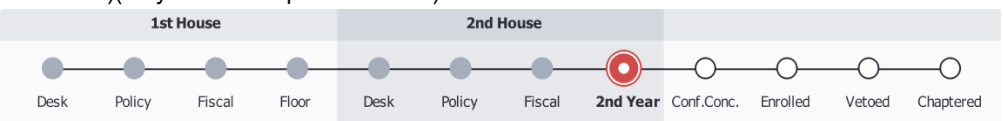
Analysis:
08/15/25 **S Appropriations** (text 07/14/25)

AB 735 **(Carrillo, D) Planning and zoning: logistics use developments: truck routes.**

Current Text: 09/09/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” and instead define “logistics use development” for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/09/2025 text)

Analysis:
09/10/25 **S Local Government** (text 09/09/25)

Priority: 1

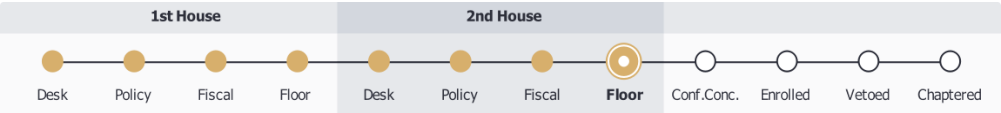
AB 736 **(Wicks, D) The Affordable Housing Bond Act of 2026.**

Current Text: 04/10/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Status: 05/14/2026 - From committee: Do pass. (Ayes 5. Noes 0.) (May 14). Read second time. Ordered to third reading.

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Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Analysis:
05/17/26 **S Floor Analyses** (text 04/10/25)

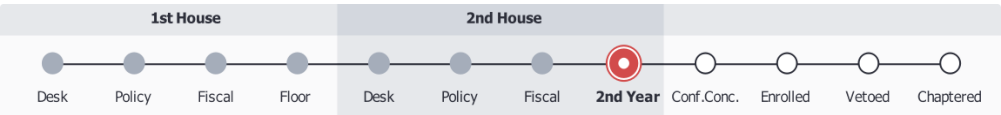
Priority: 1

AB 782 **(Quirk-Silva, D) Subdivisions: security.**

Current Text: 07/16/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)



Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill would prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

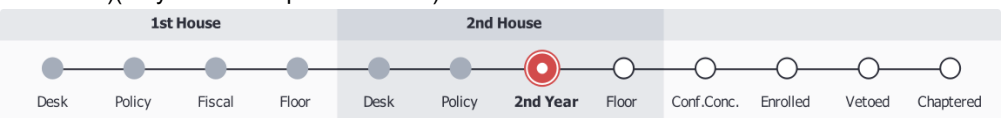
Analysis:
08/20/25 **S Floor Analyses** (text 07/16/25)

AB 891 **(Zbur, D) Transportation: Quick-Build Pilot Program.**

Current Text: 06/25/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Summary: Would establish the Quick-Build Pilot Program to expedite development and implementation of low-cost improvements on the state highway system, as specified. The bill would require the Department of Transportation, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build improvements. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build improvements statewide. (Based on 06/25/2025 text)

Analysis:
08/22/25 **S Appropriations** (text 06/25/25)

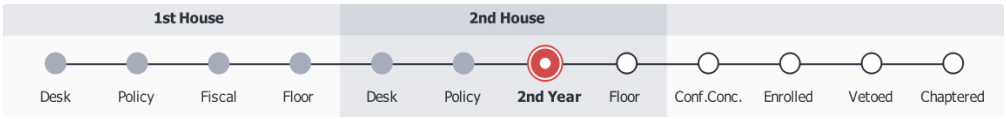
AB 902 **(Schultz, D) Transportation projects: barriers to wildlife movement.**

Current Text: 07/10/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)



Summary: Current law requires the Department of Transportation (Caltrans), for any project on the state highway system in a connectivity area that adds a traffic lane or that has the potential to significantly impair wildlife connectivity, to perform an assessment, in consultation with the Department of Fish and Wildlife (DFW), to identify potential wildlife connectivity barriers and any needs for improved permeability, as specified. Current law requires the implementing agency to remediate barriers to wildlife connectivity in conjunction with the project if any structural barrier to wildlife connectivity exists or will be added by the project for target species in the connectivity area, as provided. Current law authorizes Caltrans to use compensatory mitigation credits to satisfy this requirement if DFW concurs with the use of those credits. This bill would require a lead agency to incorporate appropriate wildlife passage features into a transportation infrastructure project in a connectivity area, as specified. By requiring a lead agency to expand the scope of its transportation project, the bill would impose a state-mandated local program. (Based on 07/10/2025 text)

Analysis:
08/16/25 **S Appropriations** (text 07/10/25)

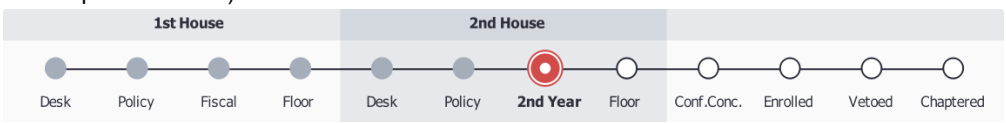
Priority: 1

AB 906 **(González, Mark, D) Planning and zoning: housing elements: affirmatively furthering fair housing.**

Current Text: 06/23/2025 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/2/2025)(May be acted upon Jan 2026)



Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements. (Based on 06/23/2025 text)

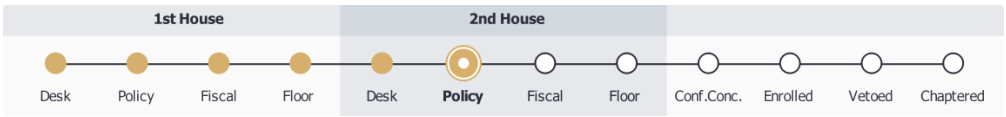
Analysis:
06/26/25 **S Housing** (text 04/21/25)

AB 939 **(Schultz, D) Housing development: density bonuses: affordability of for-sale units.**

Current Text: 01/15/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Status: 05/06/2026 - Referred to Com. on HOUSING.



Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. Current law, among other things, requires compliance with certain affordability requirements, including requiring that the applicant agree to ensure, and that the city, county, or city and county ensure, that a for-sale unit that qualified the applicant for the award of the density bonus is either (1) initially sold to and occupied by a person or family of very low, low, or moderate income, as specified, or (2) if the unit is not purchased by an income-qualified person or family within 180 days after the issuance of the certificate of occupancy, the unit is purchased by a qualified nonprofit housing corporation, as provided. This bill would additionally allow the applicant and the city, county, or city and county to comply with the above-described affordability requirements with respect to a for-sale unit by ensuring that the unit is purchased by a nonprofit corporation, as specified, for properties to be sold to and occupied by extremely low, very low, or lower income families who participate in a below-market interest rate loan program, as described. (Based on 01/15/2026 text)

Analysis:
01/23/26 **A Floor Analysis** (text 01/15/26)

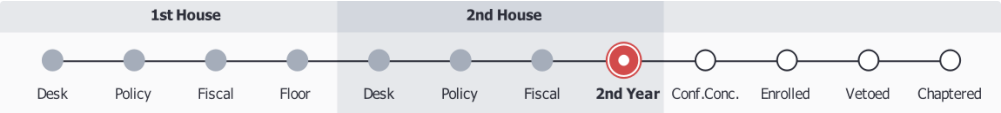
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

AB 954 **(Bennett, D) Interregional transportation strategic plan: bicycle highways.**

Current Text: 06/30/2025 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 8/29/2025)(May be acted upon Jan 2026)



Summary: Current law requires transportation projects included in the interregional transportation improvement program (ITIP) to be consistent with the interregional transportation strategic plan (ITSP). Current law requires the Department of Transportation to submit the ITSP to the California Transportation Commission for approval and requires the ITSP, among other things, to be directed at achieving a high functioning and balanced interregional transportation system and consistent with the California Transportation Plan. This bill would require, to the extent feasible and consistent with the California Transportation Plan, the department to assess incorporating bicycle highways into strategic interregional corridors within the ITSP. (Based on 06/30/2025 text)

Analysis:
08/20/25 **S Floor Analyses** (text 06/30/25)

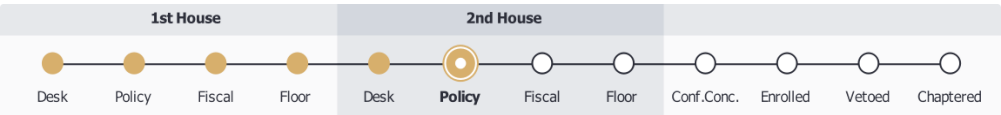
Priority: 1

AB 956 **(Quirk-Silva, D) Accessory dwelling units and junior accessory dwelling units.**

Current Text: 05/27/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Status: 05/27/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



Summary: The Planning and Zoning Law provides for the creation by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance, of accessory dwelling units in areas zoned for single-family or multifamily dwelling residential use in accordance with specified standards and conditions. Existing law also provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in single-family residential zones in accordance with specified standards and conditions. Existing law, the Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments. Existing law defines “common interest development” for purposes of the act to include, among other things, a planned development and a condominium project. Existing law makes void and unenforceable any covenant, restriction, or condition contained in any instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the above-described standards and conditions for those units. This bill would expand the provision that makes void and unenforceable any covenant, restriction, or condition contained in any instrument affecting the transfer or sale of any interest in a planned development to include any covenant, restriction, or condition contained in an instrument affecting the transfer or sale of any interest in a common interest development. (Based on 05/27/2026 text)

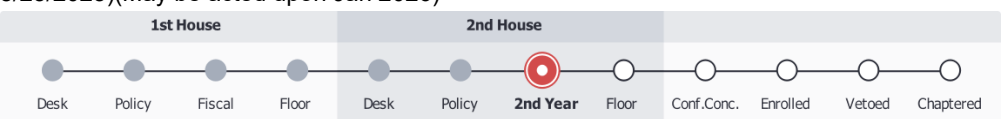
Analysis:
05/15/25 **A Floor Analysis** (text 03/17/25)

AB 1206 **(Harabedian, D) Single-family and multifamily housing units: preapproved plans.**

Current Text: 08/18/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a

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program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

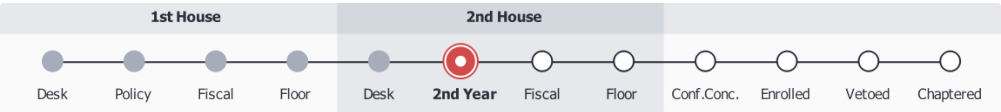
Analysis:
08/22/25 **S Appropriations** (text 08/18/25)

AB 1237 **(McKinnor, D) Ticket sellers: event tickets: transit tickets.**

Current Text: 05/29/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was B., P. & E.D. on 6/2/2025) (May be acted upon Jan 2026)



Summary: Would require a ticket seller or a person who resells a ticket to a sporting, musical, theatre, or any other entertainment event located at a venue with a capacity of more than 1,000 persons to also, at the time that a ticket is purchased, give the consumer the option to purchase an all-day ticket from a transit provider that offers service to the venue during the time of the event, as specified. The bill would also require the Department of Transportation to prepare a study of additional transit sales generated pursuant to these provisions and report its findings to the Legislature on or before December 31, 2032. The bill would provide that a violation of the bill's provisions do not constitute a crime. (Based on 05/29/2025 text)

Analysis:
04/29/25 **A Floor Analysis** (text 04/23/25)

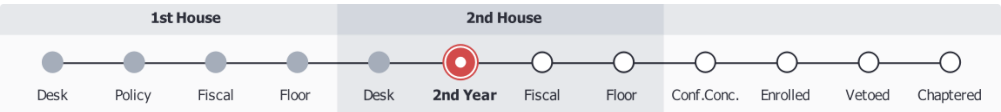
Priority: 1

AB 1244 **(Wicks, D) California Environmental Quality Act: transportation impact mitigation: Transit-Oriented Development Implementation Program.**

Current Text: 04/23/2025 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the Transit-Oriented Development Implementation Program is administered by the Department of Housing and Community Development to provide local assistance to developers for the purpose of developing higher density uses within close proximity to transit stations as provided. Current law establishes the Transit-Oriented Development Implementation Fund and, to the extent funds are available, requires the department to make loans for the development and construction of housing development projects within close proximity to a transit station that meet specified criteria. This bill would authorize a project, to the extent that the project is required to mitigate transportation impacts under CEQA, to satisfy the mitigation requirement by electing to contribute an amount of money, at a price per vehicle mile

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traveled, as determined by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for the purposes of the Transit-Oriented Development Implementation Program, as provided. The bill would require the office, on or before July 1, 2029, and at least once every 3 years thereafter, to update the price per vehicle mile traveled based on specified factors. The bill would require, upon appropriation by the Legislature, the contributions to be available to the department to fund developments located in the same region, as defined, with preference given to specified projects. The bill would require the department to, for each award, confirm the estimated reduction in vehicle miles traveled, as provided, and would require the department to post specified information on its internet website. (Based on 04/23/2025 text)

Analysis:
05/28/25 **A Floor Analysis** (text 04/23/25)

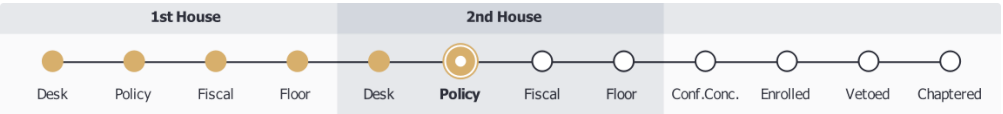
Priority: 1

AB 1294 **(Haney, D) Planning and zoning: housing development: standardized application form.**

Current Text: 04/28/2026 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Status: 04/28/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on L. GOV.



Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill, except with respect to applications for housing development projects located in certain jurisdictions, would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon completing specified requirements, when applicable, including, among other things, providing a description of the proposed housing development project and a list of the approvals requested by the applicant to the city, county, or city and county from which approval for the housing entitlement is being sought. The bill would require, on or before July 1, 2027, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2027, a city, county, or city and county to accept an application submitted on the standardized application form. (Based on 04/28/2026 text)

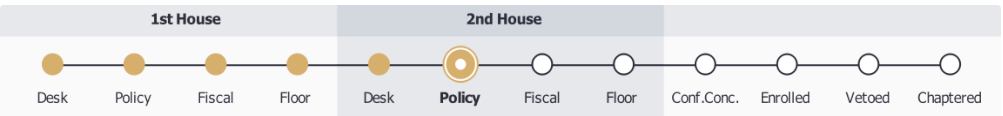
Analysis:
06/26/25 **S Housing** (text 06/12/25)

AB 1421 **(Wilson, D) Vehicles: Road Usage Charge Technical Advisory Committee.**

Current Text: 01/05/2026 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 49. Noes 21.) In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. (Based on 01/05/2026 text)

Analysis:
01/23/26 **A Floor Analysis** (text 01/05/26)

Priority: 1

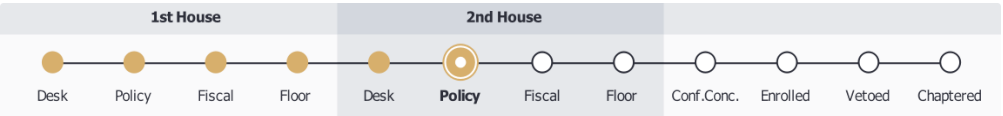
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

AB 1599 **(Ahrens, D) Public transit: California Transit Stop Registry: transit datasets.**

Current Text: 01/16/2026 - Introduced **HTML** **PDF**

Introduced: 01/16/2026

Status: 05/21/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 74. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Would require the Department of Transportation to create, on or before December 31, 2026, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available amenities, and unique identifier, as specified. (Based on 01/16/2026 text)

Analysis:

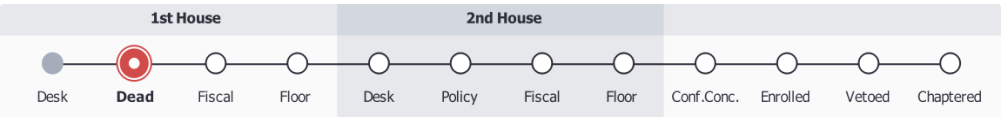
05/20/26 **A Floor Analysis** (text 01/16/26)

AB 1678 **(Harabedian, D) Claremontclair Authority: Metro A Line Extension project.**

Current Text: 03/19/2026 - Amended **HTML** **PDF**

Introduced: 02/02/2026

Status: 04/23/2026 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 4/13/2026)



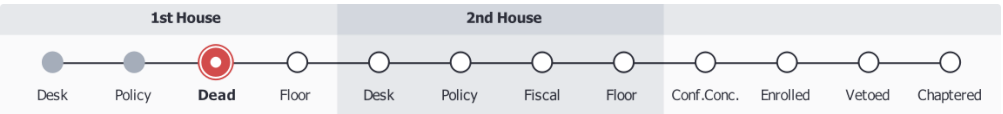
Summary: Existing law creates the Metro Gold Line Foothill Extension Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of a light rail project extending from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena and any mass transit guideway that may be planned along the rail right-of-way extending to the City of Montclair in the County of San Bernardino, as provided. This bill would reduce the scope of the light rail project overseen by the Metro Gold Line Foothill Extension Construction Authority by instead providing that the project extends to any mass transit guideway that may be planned along the rail right-of-way to the City of Claremont in the County of Los Angeles. This bill would instead require the Claremontclair Authority (authority), which the bill would create, to award and oversee all design and construction contracts for completion of a light rail project extending from and including the rail tracks located to the east of the Claremont light rail station to be constructed by the Metro Gold Line Foothill Extension Construction Authority and continuing to the Montclair Transit Center in the City of Montclair in the County of San Bernardino. (Based on 03/19/2026 text)

AB 1708 **(Solache, D) Homeless Housing, Assistance, and Prevention program: round 8: smaller jurisdictions.**

Current Text: 04/06/2026 - Amended **HTML** **PDF**

Introduced: 02/04/2026

Status: 05/14/2026 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/6/2026)



Summary: Existing law establishes the Homeless Housing, Assistance, and Prevention (HHAP) program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Existing law provides for the allocation of funding under the program among continuums of care, cities, counties, and tribes in 6 rounds, with rounds 1 to 5, inclusive, administered by the Interagency Council on Homelessness and round 6 administered by the Department of Housing and Community Development, as provided. Existing law establishes round 7 of the program and states the intent of the Legislature to enact future legislation that specifies the parameters, as specified. To be eligible for round 5 or round 6 base program allocation, existing law requires a jurisdiction that is not a tribe to apply as part of a region and be signatory to a regionally coordinated homelessness action plan that meets specified requirements. This bill would apply to the allocation of funding available under round 8 of the program and require a round 8 regionally coordinated homelessness action plan to include certain components, including a description of programs and interventions provided by smaller jurisdictions, as defined, that serve the objects and goals of the program, as specified. (Based on 04/06/2026 text)

Analysis:

05/05/26 **A Appropriations** (text 04/06/26)

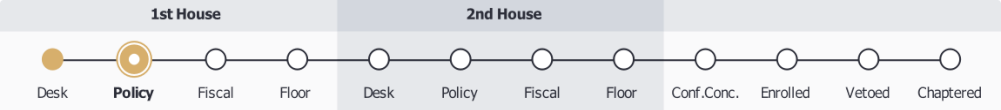
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AB 1745 **(Gonzalez, Jeff, R) Motor Vehicle Fuel Tax Law: suspension of tax.**

Current Text: 02/09/2026 - Introduced **HTML** **PDF**

Introduced: 02/09/2026

Status: 02/23/2026 - Referred to Com. on TRANS.



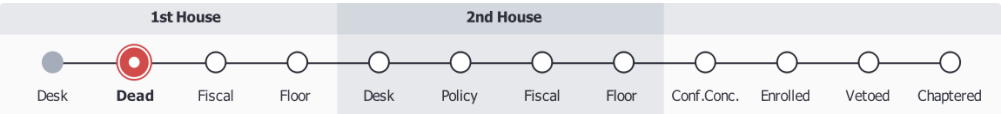
Summary: The Motor Vehicle Fuel Tax Law imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current unfair competition laws establish a statutory cause of action for unfair competition, including any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising and acts prohibited by false advertisement laws. This bill would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction. (Based on 02/09/2026 text)

AB 1783 **(DeMaio, R) Vehicle miles traveled: local tax and state fund prohibition.**

Current Text: 03/19/2026 - Amended **HTML** **PDF**

Introduced: 02/09/2026

Status: 04/23/2026 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 3/16/2026)



Summary: Existing law sets forth various provisions on the use of state funds, including by prohibiting the use of a grant of state funds to assist, promote, or deter union organizing. This bill would prohibit a state agency from expending funds for the study, planning, testing, design, implementation, administration, or evaluation of a tax, fee, assessment, or charge based on vehicle miles traveled (vehicle miles purposes). The bill would require the reversion of funds appropriated from the General Fund to another fund for vehicle miles purposes and would require the deobligation of encumbered but unexpended funds for those purposes. The bill would require the Department of Finance to, within 60 days of January 1, 2027, identify all relevant appropriations and ensure their reversion or transfer. (Based on 03/19/2026 text)

Analysis:

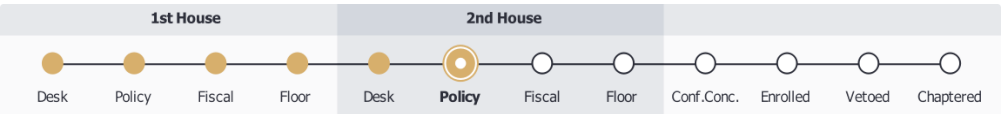
04/14/26 **A Local Government** (text 03/19/26)

AB 1786 **(Harabedian, D) Public contracts: best value construction contracting for counties, cities, and the San Gabriel Valley Council of Governments.**

Current Text: 03/12/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2026

Status: 05/20/2026 - Referred to Com. on L. GOV.



Summary: Existing law establishes a program to allow counties to select a bidder on the basis of best value, as defined, for construction projects in excess of $1,000,000. Existing law also authorizes counties to use a best value construction contracting method to award individual annual contracts, not to exceed $3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Existing law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Existing law requires the board of supervisors of a participating county to submit a report that contains specified information about the projects awarded using the best value procedures described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2029. Existing law repeals the program provisions on January 1, 2030. This bill would, instead, authorize a county, city, or the San Gabriel Valley Council of Governments to select a bidder on the basis of best value, as described above, for construction projects in excess of $500,000, would make various conforming changes to the above-described provisions, and would extend the operation of those provisions until January 1, 2040. (Based on 03/12/2026 text)

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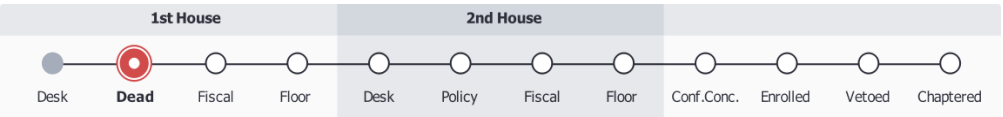
Analysis:
05/08/26 **A Floor Analysis** (text 03/12/26)

AB 1791 **(Sanchez, R) State Air Resources Board: South Coast Air Quality Management District: regulations: prohibition: costs.**

Current Text: 02/10/2026 - Introduced **HTML** **PDF**

Introduced: 02/10/2026

Status: 04/23/2026 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 2/23/2026)



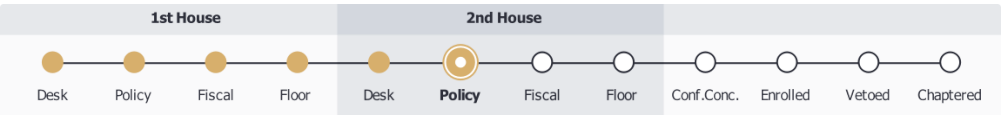
Summary: Would prohibit the State Air Resources Board from adopting any regulation or rule that would add more than $0.02 to the cost of a gallon of gasoline or add $2,000 or more to the cost to build any home. The bill would require the state board to submit data to the relevant policy committees of the Legislature that demonstrates how a proposed regulation is compliant with this prohibition. (Based on 02/10/2026 text)

AB 1802 **(Stefani, D) Land use: mitigation lands.**

Current Text: 02/10/2026 - Introduced **HTML** **PDF**

Introduced: 02/10/2026

Status: 05/22/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 74. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The Planning and Zoning Law authorizes a state or local public agency to authorize a governmental entity, a special district, a nonprofit organization, a for-profit entity, a person, or another entity to hold title to and manage an interest in property held for mitigation purposes, subject to certain requirements. Current law authorizes a governmental entity, special district, or nonprofit organization that holds the property as described above to hold an endowment conveyed for the property, except as specified. Current law subjects the holder of an endowment to certain requirements, including that the holder certify to the project proponent or the holder of the mitigation property or a conservation easement and the local or state agency that required the endowment that it meets specified requirements. Current law repeals these provisions on January 1, 2027. This bill would delete the above repeal date, thereby extending those provisions indefinitely. (Based on 02/10/2026 text)

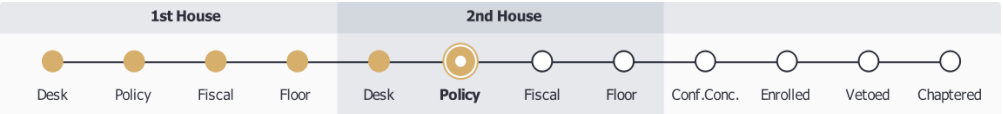
Analysis:
05/20/26 **A Floor Analysis** (text 02/10/26)

AB 1808 **(Carrillo, D) Western Joshua Tree Conservation Act: industrial projects and commercial projects: single-family residences: public works projects.**

Current Text: 04/22/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2026

Status: 05/22/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 67. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The Western Joshua Tree Conservation Act prohibits a person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Under existing law, the Department of Fish and Wildlife may authorize, by permit, the taking of a western Joshua tree if certain conditions are met, including, among other conditions, that the permittee mitigates all impacts to, and the taking of, the western Joshua tree. Existing law authorizes the department to enter into an agreement with a county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. Existing law authorizes a person or public agency receiving a take authorization for a project to pay specified fees in lieu of satisfying the mitigation obligation on several bases, including if the project receives a permit issued by a county or city. This bill would additionally authorize the department to enter into an agreement with a city to delegate to the city the ability to authorize the taking of a western Joshua tree associated with developing commercial and industrial projects. This bill would authorize the

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department to authorize, by permit, without payment of fees or other mitigation, the removal of no more than 10, or the trimming of, western Joshua trees by an owner of an existing single-family residence if the western Joshua trees are within 30 feet of the existing single-family residence or 15 feet of an existing accessory structure, or within the construction footprint, or 15 feet of the construction footprint, of a new accessory structure that is proposed to be constructed for the existing single-family residence. (Based on 04/22/2026 text)

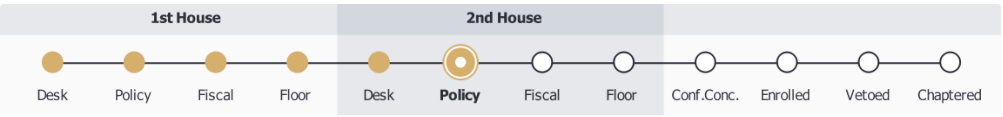
Analysis:
05/20/26 **A Floor Analysis** (text 04/22/26)

AB 1821 **(Pacheco, D) California Public Records Act: agency response time.**

Current Text: 04/06/2026 - Amended **HTML** **PDF**

Introduced: 02/11/2026

Status: 05/28/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The California Public Records Act requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law. Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined. This bill would instead require each agency to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person as described above within 10 business days of a request for a copy of records. (Based on 04/06/2026 text)

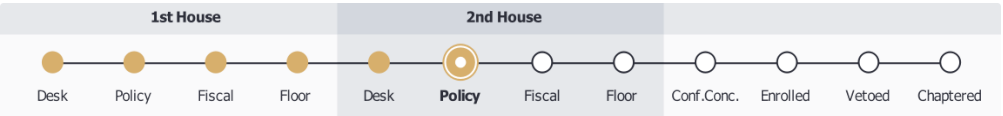
Analysis:
04/24/26 **A Floor Analysis** (text 04/06/26)

AB 1838 **(Berman, D) Public contracts: local agencies: responsive bidders.**

Current Text: 04/06/2026 - Amended **HTML** **PDF**

Introduced: 02/11/2026

Status: 05/06/2026 - Referred to Coms. on L. GOV. and L., P.E. & R.



Summary: Would require a contractor, as a condition of submitting a bid to a local agency for a public works contract, to fully disclose any history of wage and hour violations, as specified, and provide supporting documentation, as described. The bill would authorize a contractor that fails to provide the required disclosures and supporting materials to be disqualified from the bid. (Based on 04/06/2026 text)

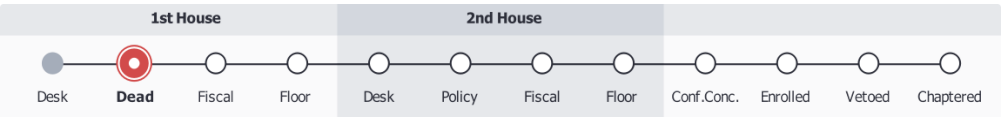
Analysis:
04/08/26 **A Floor Analysis** (text 04/06/26)

AB 1855 **(Gonzalez, Jeff, R) California Environmental Quality Act: exemption: passenger rail service.**

Current Text: 02/11/2026 - Introduced **HTML** **PDF**

Introduced: 02/11/2026

Status: 04/23/2026 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 2/23/2026)



Summary: The California Environmental Quality Act (CEQA), until January 1, 2040, exempts from its requirements certain projects for the improvement, institution, or increase of passenger rail service, including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided. CEQA requires, for purposes of this exemption, that the project be located entirely within an existing rail right-of-way or existing highway right-of-way, as provided. This bill would instead eliminate the condition that the public project be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, thereby expanding the scope of the exemption. The bill would require, for purposes of the exemption, the mainline

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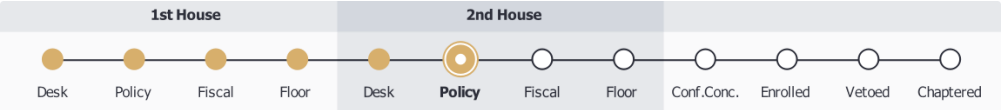
rail of the project, instead of the whole project, to be located entirely within an existing right-of-way or existing highway right-of-way. (Based on 02/11/2026 text)

AB 1859 **(Ortega, D) Public works.**

Current Text: 05/18/2026 - Amended **HTML** **PDF**

Introduced: 02/11/2026

Status: 05/28/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Existing law requires that, except as specified, not less than the general prevailing rate of per diem wages be paid to workers employed on public works. Existing law defines “public works,” for the purposes of regulating public works contracts as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds. Existing law makes any officer, agent, or representative of the state or of any political subdivision who willfully violates specified provisions, including providing notice of certain public works projects, as specified, to the Department of Industrial Relations, guilty of a misdemeanor. Existing law requires the Labor Commissioner to investigate allegations that a contractor or subcontractor violated the law regulating public works projects, including the payment of prevailing wages. Existing law requires each contractor and subcontractor on a public works project to keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. This bill would require an awarding body or owner to give reasonable access, as defined, to representatives of a joint-labor management committee in order to monitor compliance with the prevailing wage and apprenticeship requirements. The bill would authorize an awarding body, owner, contractor, or subcontractor to deny or revoke access to the committee’s representative if the representative fails or refuses to comply with job site safety requirements, as specified. The bill would authorize the committee to bring an action against an awarding body, contractor, or subcontractor that willfully denies the committee’s representative reasonable access. (Based on 05/18/2026 text)

Analysis:

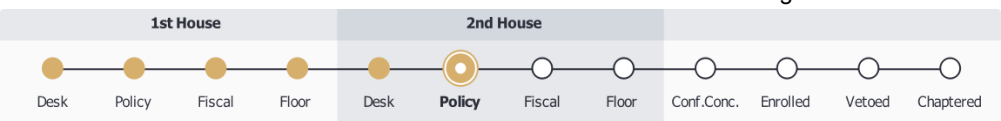
05/20/26 **A Floor Analysis** (text 05/18/26)

AB 1881 **(Ramos, D) California Indian Freedom Act of 2026.**

Current Text: 05/19/2026 - Amended **HTML** **PDF**

Introduced: 02/12/2026

Status: 05/28/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Existing law establishes various protections for California Native American tribes, including prohibiting a public agency or private party using or occupying public property or operating on public property from interfering with the free expression or exercise of Native American religion as provided in the United States Constitution and the California Constitution. Existing law also requires a local government to provide formal notification to each California Native American tribe that is traditionally and culturally affiliated with the project site as an invitation to consult on the proposed project, as provided. Existing law requires the local government, during the consultation, to give deference to the tribal information, tribal knowledge and customs, and the significance of the resource to the California Native American tribe. Existing law prohibits any information, as described, that is submitted by a California Native American tribe during the environmental review process from being included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, as specified, without the prior consent of the tribe that provided the information. This bill, the California Indian Freedom Act of 2026, would prohibit a governmental agency from substantially burdening a California Indian or California Native American tribe’s exercise of religious beliefs or spiritual practices on state lands, including their access to and use of sacred sites and objects, and their ability to perform religious ceremonies and rites, even if the burden results from a rule of general applicability, unless the governmental agency demonstrates that application of the burden is in furtherance of a compelling governmental interest and is in the least restrictive means of furthering that interest. (Based on 05/19/2026 text)

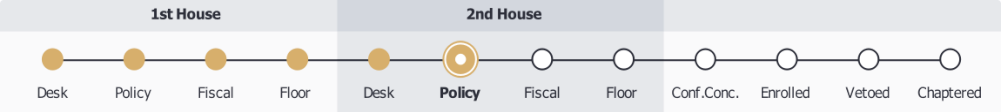
Analysis:

05/20/26 **A Floor Analysis** (text 05/18/26)

AB 1903 **(Wicks, D) Construction defects.**

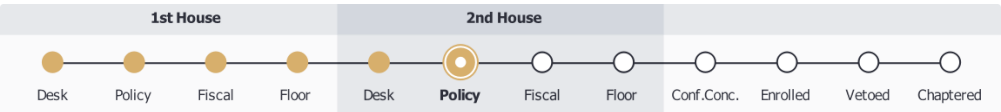
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Current Text: 05/18/2026 - Amended **HTML** **PDF**
Introduced: 02/12/2026
Status: 05/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



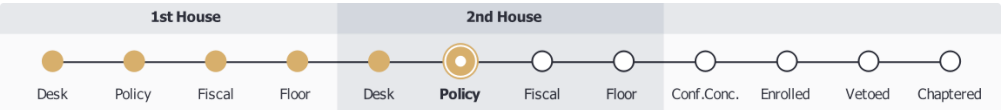
Summary: Existing law specifies the rights and requirements of a homeowner to bring an action for construction defects, including applicable standards for home construction, the statute of limitations, the burden of proof, the damages recoverable, and detailed prelitigation procedures. This bill would establish an alternative process for certified buildings, as established by the bill, and would provide that the bill's provisions only apply to condominium projects and townhouse developments constructed on or after January 1, 2027. The bill would authorize a builder to obtain a certified building status for a building by undergoing private inspection, repairs, and reinspection during construction, as provided. The bill would prohibit future challenges to the status of the building as a certified building once certified. The bill would authorize the builder of a certified building to establish its own process for handling postconstruction claims. The bill would specify that a builder has a complete and unrestricted right to inspect and repair a certified building at times mutually agreed upon by the builder and claimant and within timeframes established by the builder. If a claimant refuses the offer of repair or prevents, restricts, delays, or frustrates access for more than 7 days from the mutually agreed upon day, the bill would deem the builder to have received a release. (Based on 05/18/2026 text)
Analysis:
05/20/26 **A Floor Analysis** (text 05/18/26)

AB 1997 **(Lee, D) Land use: housing development approvals: timelines and processes.**
Current Text: 05/18/2026 - Amended **HTML** **PDF**
Introduced: 02/17/2026
Status: 05/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Permit Streamlining Act sets forth various procedures for the review and approval of development project applications. Among other things, the act requires a public agency that is the lead agency for a development project to approve or disapprove the project within a specified period of time, which varies depending on the project's phase in the CEQA process. This bill would additionally require approval or disapproval of a housing development project within 30 days from the date of certification by the lead agency of the environmental impact report (EIR), if the EIR is prepared pursuant to specified provisions of CEQA if certain other conditions are met. By imposing additional duties on local agencies, the bill would impose a state-mandated local program. (Based on 05/18/2026 text)
Analysis:
05/20/26 **A Floor Analysis** (text 05/18/26)

AB 2002 **(Solache, D) Local government assistance: Regional Early Action Planning Fund.**
Current Text: 02/17/2026 - Introduced **HTML** **PDF**
Introduced: 02/17/2026
Status: 05/21/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 68. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.



Summary: The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine the existing and projected need for housing in each region and further requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Current law establishes the Local Government Planning Support Grants Program, administered by the

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

department, for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing need assessment, as provided. This bill would establish the Regional Early Action Planning Fund in the State Treasury for the purpose of providing councils of governments, regional entities, and jurisdictions with one-time funding, including grants for planning activities, to enable those entities to meet the 7th and subsequent cycles of the regional housing need assessment. The bill would require the department to allocate funds, upon appropriation by the Legislature, from the Regional Early Action Planning Fund to each council of governments or regional entity responsible for allocating regional housing need that applies and qualifies for those moneys, as specified. The bill would authorize a council of governments or regional entity to expend funds awarded for certain purposes, including for activities that support the development, improvement, or implementation of the methodology for the 7th and subsequent regional housing needs assessment cycles, and for providing jurisdictions with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents, as provided. (Based on 02/17/2026 text)

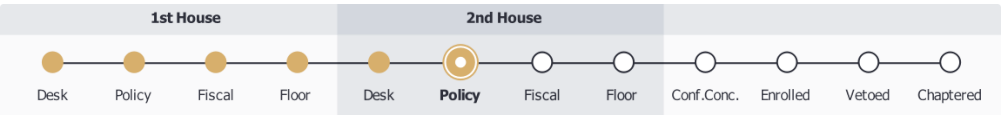
Analysis:
05/20/26 **A Floor Analysis** (text 02/17/26)

AB 2020 **(Gabriel, D) Housing programs: financing.**

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Introduced: 02/17/2026

Status: 05/28/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Current law establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing, as specified, pursuant to which the department provides financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. This bill would permit the department to authorize the transfer of excess reserves or excess operating income, as defined, from one rental housing development to another rental housing development with the same owner, as specified. (Based on 02/17/2026 text)

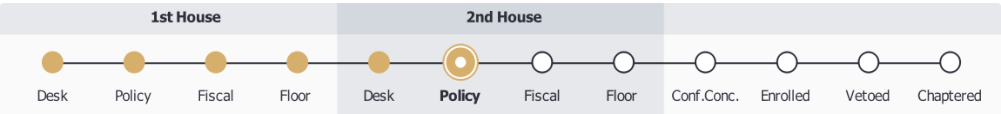
Analysis:
05/20/26 **A Floor Analysis** (text 02/17/26)

AB 2059 **(Wilson, D) California Environmental Quality Act: transportation impacts: vehicle miles traveled: mitigation.**

Current Text: 04/22/2026 - Amended **HTML** **PDF**

Introduced: 02/18/2026

Status: 05/27/2026 - Referred to Com. on E.Q.



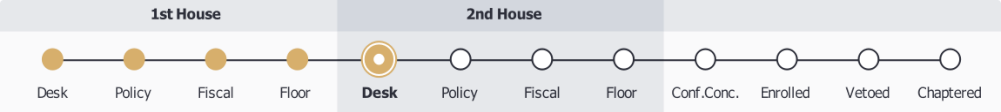
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the Office of Land Use and Climate Innovation to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to the CEQA implementation guidelines to establish criteria for determining the significance of transportation impacts of projects within transit priority areas, and requires the criteria to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. CEQA requires the office to recommend potential metrics, including, among other metrics, vehicle miles traveled, to measure these transportation impacts. This bill would, except as provided, specify that a transportation project is presumed to have a less than significant transportation impact as determined by the vehicle-miles-traveled metric if at least 80% of the project lies within one or more nonmetropolitan counties. (Based on 04/22/2026 text)

Analysis:
05/15/26 **A Floor Analysis** (text 04/22/26)

AB 2074 **(Haney, D) Regional transit hub districts: downtown housing developments.**

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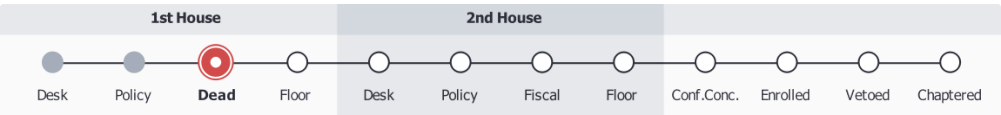
Current Text: 04/09/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026 (Spot bill)
Status: 05/28/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 64. Noes 6.)



Summary: The Planning and Zoning Law generally regulates local government zoning and approval of certain types of housing development projects. The law authorizes a development proponent to submit an application for a development that is subject to a prescribed ministerial approval process if the development complies with certain procedural requirements and satisfies specified objective planning standards. The law also requires a housing development project within a specified distance of a transit-oriented development stop to be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with specified requirements, as applicable. This bill would, by July 1, 2027, require major transit cities to designate one or more regional transit hub districts and prescribe requirements for those districts, including requiring that a district make a downtown housing development an allowable use, as specified. The bill would prescribe requirements for downtown housing developments, including requiring specified labor standards and requiring the developments to be eligible for streamlined ministerial approval, as specified. The bill would establish the Downtown Revitalization Loan Fund and continuously appropriate moneys in the fund to the California Housing Finance Agency for the purpose of making loans to applicants to develop downtown housing developments, as specified. By establishing a continuously appropriated fund, the bill would make an appropriation. (Based on 04/09/2026 text)

Analysis:
05/20/26 **A Floor Analysis** (text 04/09/26)

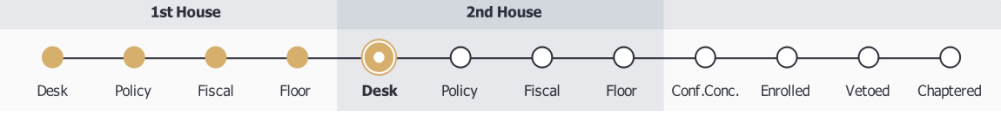
AB 2094 **(Harabedian, D) Social Housing Strategy and Implementation Program.**
Current Text: 04/08/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Status: 05/14/2026 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/6/2026)



Summary: Existing law establishes the Department of Housing and Community Development (department) and, pursuant to the Governor's Reorganization Plan No. 1 of 2025, which became effective on July 5, 2025, transfers the department to the California Housing and Homelessness Agency, effective July 1, 2026, for purposes of carrying out state housing policies and programs. Existing law, commonly referred to as the Surplus Land Act, prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee. As part of these procedures, existing law requires that the local agency send a notice of availability to housing sponsors, as defined, that have notified the department of their interest in surplus land, as specified. This bill would require the department to establish a dedicated social housing coordinator to lead social housing strategy and implementation. In leading social housing strategy and implementation, the bill would require the dedicated social housing coordinator to, among other things, inventory and prioritize surplus public land suitable for social housing development. The bill would define "social housing development" as housing developed pursuant to the bill's provisions that is owned by a public entity, provides housing affordable to a mix of household income levels, and preserves long-term affordability. (Based on 04/08/2026 text)

Analysis:
05/05/26 **A Appropriations** (text 04/08/26)

AB 2139 **(Garcia, D) Surplus lands: exempt surplus land: City of Ontario.**
Current Text: 04/16/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Status: 05/28/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 70. Noes 1.)



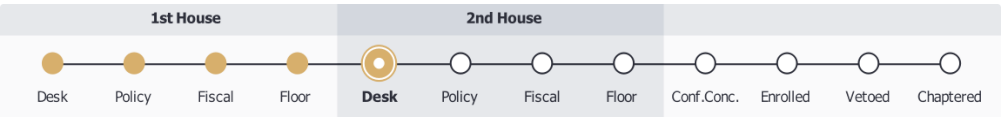
Summary: Existing law prescribes requirements for the disposal of surplus land by a local agency. Existing law defines "surplus land" for these purposes to mean land owned in fee simple by any local agency for which the

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local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Existing law requires that land be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. Existing law provides that an agency is not required to follow the requirements for the disposal of surplus land for "exempt surplus land." Existing law defines "exempt surplus land" to include certain types of land. Existing law makes a local agency that disposes of surplus land, in violation of the requirements for the disposal of surplus land after receiving specified notification from the department that the local agency is in violation, liable for a penalty of 30% of the applicable disposition value for a first violation and 50% for any subsequent violation, as provided. This bill would expand the definition of "exempt surplus land" to include certain land owned by the City of Ontario that satisfies specified requirements. The bill would require that these requirements be contained in a covenant or restriction recorded against the surplus land at the time of disposition, as provided. The bill would require that the city meet specified requirements to declare exempt surplus land pursuant to these provisions, including depositing funds from the deposition into a local housing-specific set-aside account, as provided. (Based on 04/16/2026 text)

Analysis:
05/15/26 **A Floor Analysis** (text 04/16/26)

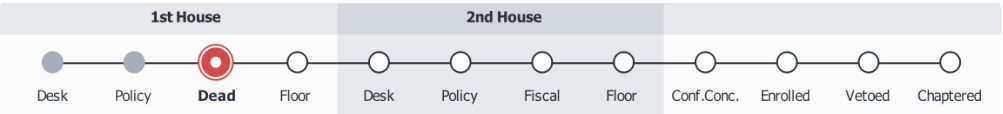
AB 2168 **(Wicks, D) Active Transportation Program: guidelines.**
Current Text: 05/18/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Status: 05/28/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 58. Noes 20.)



Summary: Existing law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Existing law requires the California Transportation Commission to develop guidelines with regard to project eligibility that include, among other project types, safe routes to transit projects that will encourage transit by improving biking and walking routes to mass transportation facilities and schoolbus stops. This bill would, on and after January 1, 2028, instead require the guidelines with regard to project eligibility to include projects for safe routes to transit projects that encourage access to transit facilities and schoolbus stops by biking and walking, as specified, and projects that will expand access to transit in underserved or rural areas. (Based on 05/18/2026 text)

Analysis:
05/20/26 **A Floor Analysis** (text 05/18/26)

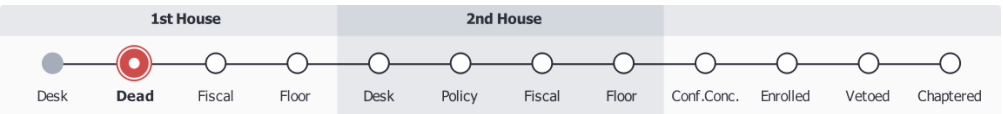
AB 2267 **(Garcia, D) State bridges and overpasses: suicide prevention.**
Current Text: 03/24/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Status: 05/14/2026 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/13/2026)



Summary: Would require the Department of Transportation to additionally develop and maintain, beginning on or before July 1, 2029, a set of preapproved suicide prevention safety-barrier designs that local governments may use to install suicide prevention barriers, as provided. (Based on 03/24/2026 text)

Analysis:
05/12/26 **A Appropriations** (text 03/24/26)

AB 2295 **(Johnson, R) Regional housing need: affordable housing.**
Current Text: 02/19/2026 - Introduced **HTML** **PDF**
Introduced: 02/19/2026
Status: 04/23/2026 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2026)



Summary: Current law requires each council of governments, or delegate subregion as applicable, to develop and adopt a methodology for distributing the existing and projected regional housing need to cities, counties, and

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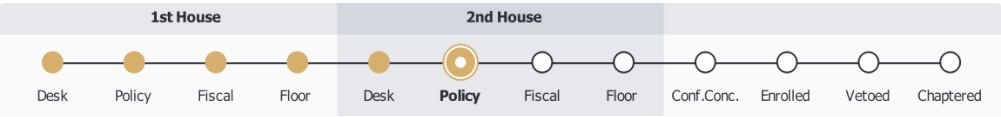
cities and counties within the region or within the subregion, as provided. Current law also requires each council of governments and delegate subregion, as applicable, to adopt a final allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, based on that adopted methodology. Current law requires that the housing element of a county's or city's general plan include, among other things, a quantification of the locality's existing and projected housing needs for all income levels, which must include the locality's share of the regional housing need, as provided. Current law authorizes a local government within the same county as a federally recognized Native American tribe to enter into a voluntary agreement with a tribe to allow new tribal housing development projects to count toward the locality's share of the regional housing needs allocation if certain conditions are met. This bill would authorize a local government, as defined, to enter into a voluntary agreement with another local government to allow new housing development projects to count toward each locality's share of the regional housing needs allocation if certain conditions are met, including that the project includes affordable housing units for very low and lower income households. (Based on 02/19/2026 text)

AB 2296 **(Papan, D) Planning and zoning: housing element: regional housing needs allocation.**

Current Text: 05/18/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Status: 05/28/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected need for housing, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Existing law authorizes at least 2 or more cities and a county, or counties, at least 28 months prior to the scheduled housing element revision, to form a subregional entity to allocate the subregion's existing and projected housing need among its members. If the council of governments does not receive a notification of this formation at least 28 months prior to the update, existing law requires the council of governments to implement specified requirements regarding the regional housing need process. Existing law requires the council of governments to determine the share of regional housing need assigned to each delegate subregion at least 25 months prior to the scheduled revision. This bill would extend the above-described timeline for cities and counties to form a subregional entity to allocate the subregion's housing need, as provided, from 28 months to 34 months, and the above-described timeline for the council of governments to determine the share of regional housing need assigned to each subregion from 25 months to 31 months, respectively. (Based on 05/18/2026 text)

Analysis:

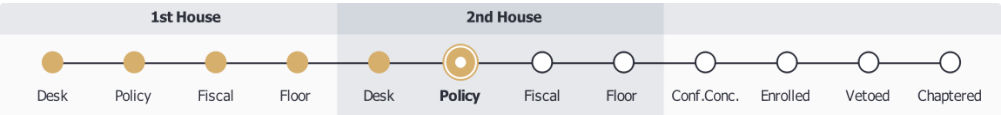
05/20/26 **A Floor Analysis** (text 05/18/26)

AB 2372 **(Hoover, R) Vehicles: tolls.**

Current Text: 04/06/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Status: 05/27/2026 - Referred to Com. on TRANS.



Summary: Existing law provides for the exemption of authorized emergency vehicles from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying an exempt license plate and properly identified or marked as an authorized emergency vehicle, as specified. Existing law requires an owner or operator of a toll facility, upon the request of a private or public local emergency service provider, to enter into an agreement to establish mutually agreed-upon terms, including exemption from toll payment, for the use of the toll facility. This bill would exempt a vehicle that is not displaying an exempt license plate if it is otherwise exempted from the above-described payment and is authorized as an emergency vehicle by the Department of the California Highway Patrol. (Based on 04/06/2026 text)

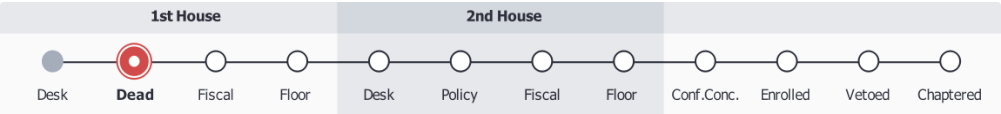
Analysis:

05/05/26 **A Appropriations** (text 04/06/26)

AB 2498 **(Chen, R) Exempt surplus land: surplus land subject to a valid legal restriction.**

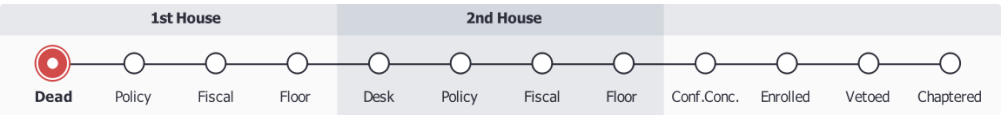
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Current Text: 03/19/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 04/30/2026 - Failed Deadline pursuant to Rule 61(b)(6). (Last location was L. GOV. on 3/19/2026)



Summary: Existing law prescribes requirements for the disposal of surplus land by a local agency. Existing law provides that an agency is not required to follow certain requirements for the disposal of surplus land for "exempt surplus land," as defined. Under existing law, "exempt surplus land" includes surplus land that is subject to a valid legal restriction that is not imposed by the local agency and that makes housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site, as specified. Existing law specifies that valid legal restrictions for these purposes include existing leases, or other contractual obligations or restrictions, if the terms were agreed to prior to September 30, 2019. This bill would specify that the requirements of an option agreement are among the contractual obligations or restrictions described above. (Based on 03/19/2026 text)

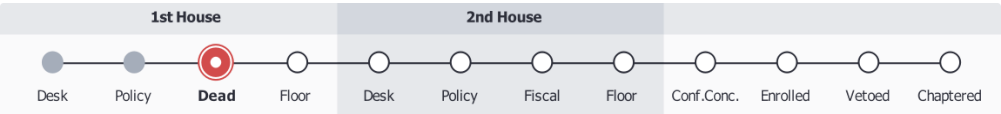
AB 2501 **(Lackey, R) Local government.**
Current Text: 02/20/2026 - Introduced **HTML** **PDF**
Introduced: 02/20/2026
Status: 04/30/2026 - Failed Deadline pursuant to Rule 61(b)(6). (Last location was PRINT on 2/20/2026)



Summary: Current law authorizes the legislative bodies of local agencies to enter into associations and, through a representative of the associations, attend the Legislature and Congress, and any committees thereof, and present information to aid the passage of legislation which the association deems beneficial to the local agencies in the association, among other things. Current law authorizes a legislative body to withdraw from the association at any time by resolution. This bill would make nonsubstantive changes to the withdrawal provision. (Based on 02/20/2026 text)

Priority: SPOT

AB 2508 **(Hoover, R) Public Utilities Public Purpose Programs Fund.**
Current Text: 03/26/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 05/14/2026 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/6/2026)

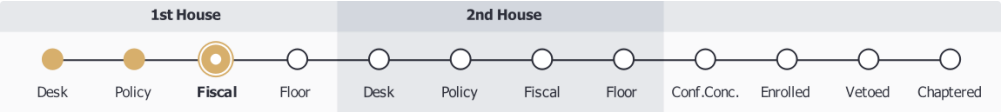


Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Under existing law, the commission administers, or otherwise oversees, various public purpose programs, including energy efficiency and conservation programs, cost-effective energy efficiency programs, rate assistance programs for eligible food banks, and home insulation financial assistance programs. Under existing law, those programs are generally funded through a charge on electrical service, which is collected through customer rates. This bill would establish the Public Utilities Public Purpose Programs Fund. The bill would require the commission, no later than January 1 of each year, commencing January 1, 2027, to determine and publish the amount necessary to fund certain public purpose programs and programs administered by electrical regional energy networks for the following fiscal year, as provided. The bill would require the Controller to transfer, on July 1 of each fiscal year, from the Greenhouse Gas Reduction Fund to the Public Utilities Public Purpose Programs Fund moneys appropriated by the Legislature for that purpose. The bill would require all moneys in the Public Utilities Public Purpose Programs Fund to be allocated by the commission, upon appropriation by the Legislature, to fund the public purpose programs and programs administered by electrical regional energy networks, as provided. (Based on 03/26/2026 text)
Analysis:
05/05/26 **A Appropriations** (text 03/26/26)

AB 2552 **(Ávila Farías, D) California Environmental Quality Act: Transit-Oriented Development Implementation Fund: contributions.**

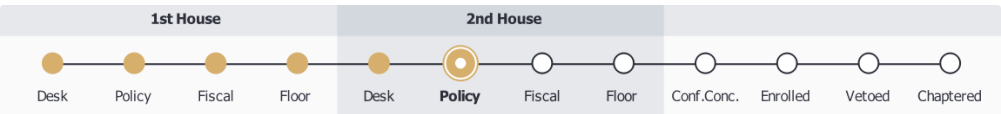
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Current Text: 04/16/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 04/29/2026 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 29). Re-referred to Com. on APPR.



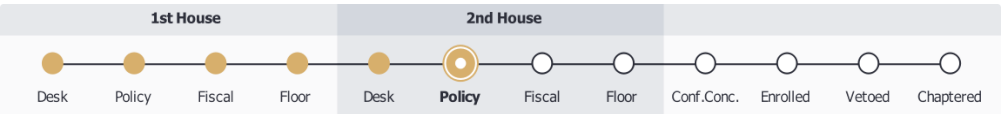
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. If a lead agency determines that a project will have a significant transportation impact, existing law authorizes the lead agency to mitigate the transportation impact to a less than significant level by helping to fund or otherwise facilitating housing or related infrastructure projects, including by contributing an amount, to be determined pursuant to guidance issued by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for purposes of the Transit-Oriented Development Implementation Program. Existing law makes those moneys available to the Department of Housing and Community Development, upon appropriation by the Legislature, for the purpose of awarding funding for affordable housing or related infrastructure projects under the program in accordance with specified priorities. On or before July 1, 2026, and at least once every 3 years thereafter, existing law requires the office, in consultation with other state agencies, to issue guidance related to the implementation of these provisions, as provided. This bill would authorize a lead agency for a land use project to require an applicant to contribute to the Transit-Oriented Development Implementation Fund if certain cost conditions are met and the department and the office have validated the reductions in vehicle miles traveled that are attributable to the project, as specified. (Based on 04/16/2026 text)
Analysis:
04/27/26 **A Housing And Community Development** (text 04/16/26)

AB 2560 **(Schultz, D) Climate Action Plan for Transportation Infrastructure: goals.**
Current Text: 04/15/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 05/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Summary: Existing law establishes the Transportation Agency, which has the power of general supervision over specified state entities. Existing law requires the agency to develop and report on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, coordinated planning and policy formation in the matters of public interest related to the agency. This bill would establish specified goals for the Climate Action Plan for Transportation Infrastructure (CAPTI), consistent with state law. (Based on 04/15/2026 text)
Analysis:
05/20/26 **A Floor Analysis** (text 04/15/26)

SB 16 **(Blakespear, D) Ending Street Homelessness Act.**
Current Text: 06/23/2025 - Amended **HTML** **PDF**
Introduced: 12/02/2024 (Spot bill)
Status: 07/10/2025 - July 16 hearing postponed by committee.



Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, as provided. Current law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is

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maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Analysis:

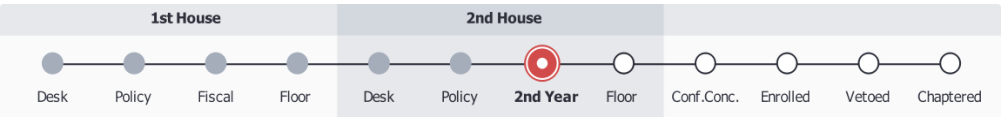
06/30/25 **A Housing And Community Development** (text 04/24/25)

SB 74 **(Seyarto, R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.**

Current Text: 04/07/2025 - Amended **HTML** **PDF**

Introduced: 01/15/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)



Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

Analysis:

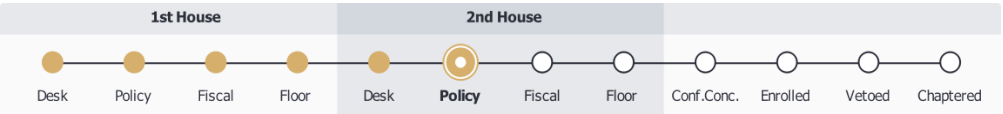
06/30/25 **A Appropriations** (text 04/07/25)

SB 247 **(Smallwood-Cuevas, D) State agency contracts: bid preference: equity metrics.**

Current Text: 04/21/2025 - Amended **HTML** **PDF**

Introduced: 01/30/2025

Status: 05/18/2026 - Referred to Com. on E.D., G., & H.I.



Summary: Current law establishes bid preferences and participation goals in public contracting for certain types of bidders. The Small Business Procurement and Contract Act establishes a minimum goal of 25% procurement participation for small businesses, including microbusinesses, in the provision of goods, information technology, and services to the state, and in the construction of state facilities. The Small Business Procurement and Contract Act requires that state agencies awarding contracts for goods, information technology, services, and construction give 5% bid preferences, as specified, to small business and microbusiness bidders. The California Disabled Veteran Business Enterprise Program requires state departments that award contracts to establish 3% participation goals for certain types of contracts for certified disabled veteran business enterprises, as defined. This bill would require an awarding department, defined to include a state agency or department, to provide a bid preference of a prescribed percentage, as specified, in the award of contracts to contractors that set equity metrics. The bill would prohibit awarding a preference to a noncompliant bidder and would also prohibit the preference from being used to achieve any applicable minimum requirements. (Based on 04/21/2025 text)

Analysis:

01/23/26 **S Floor Analyses** (text 04/21/25)

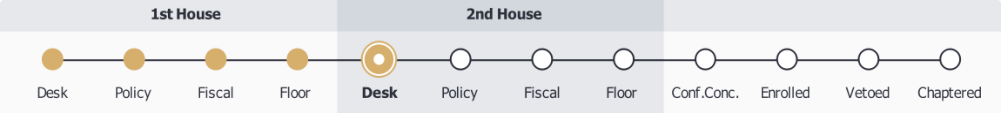
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

SB 299 **(Cabaldon, D) California Environmental Quality Act: exemption: day care center: family daycare home: zoning.**

Current Text: 01/14/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2025

Status: 01/26/2026 - Read third time. Passed. (Ayes 39. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts specified projects from CEQA, including a project that consists exclusively of a day care center, as defined, that is not located in a residential area. This bill would exempt from CEQA a project that consists exclusively of a day care center or a family daycare home, as defined, that is located on a parcel of land zoned exclusively for residential use, except as provided. By imposing additional duties on a lead agency to determine the applicability of these exemptions, the bill would impose a state-mandated local program. (Based on 01/14/2026 text)

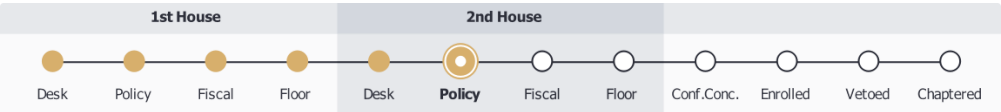
Analysis:
01/21/26 **S Floor Analyses** (text 01/14/26)

SB 360 **(Rubio, D) Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.**

Current Text: 05/23/2025 - Amended **HTML** **PDF**

Introduced: 02/13/2025

Status: 06/05/2025 - Referred to Com. on W. P., & W.



Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

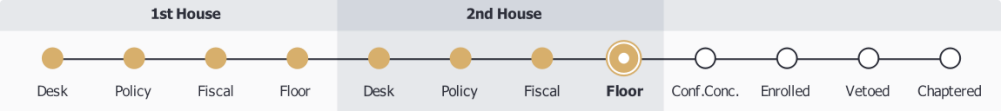
Analysis:
05/27/25 **S Floor Analyses** (text 05/23/25)

SB 417 **(Cabaldon, D) The Affordable Housing Bond Act of 2026.**

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Status: 05/18/2026 - Read second time. Ordered to third reading.



Summary: Under existing law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership for very low and low-income households, and downpayment assistance for first-time home buyers. Existing law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds

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would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 01/22/2026 text)

Analysis:
05/20/26 **A Floor Analysis** (text 01/22/26)

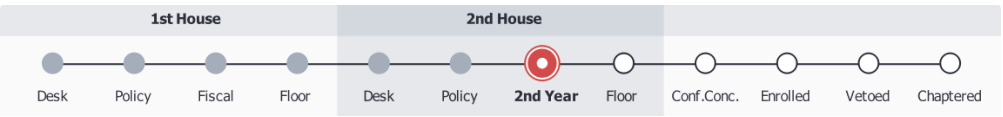
Priority: 1

SB 445 **(Wiener, D) High-speed rail: third-party agreements, permits, and approvals: regulations.**

Current Text: 07/17/2025 - Amended **HTML** **PDF**

Introduced: 02/18/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Summary: Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified. (Based on 07/17/2025 text)

Analysis:
08/18/25 **A Appropriations** (text 07/17/25)

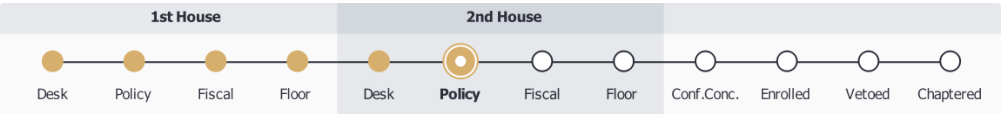
Priority: 1

SB 492 **(Menjivar, D) Youth Housing Bond Act of 2026.**

Current Text: 01/22/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Status: 05/04/2026 - Referred to Com. on H. & C.D.



Summary: The Veterans and Affordable Housing Bond Act of 2018 authorizes the issuance of bonds in the amount of $4,000,000,000 pursuant to the State General Obligation Bond Law and requires the proceeds from the sale of these bonds to be used to finance various housing programs and a specified program for farm, home, and mobilehome purchase assistance for veterans, as provided. Current law establishes, among various other programs intended to address homelessness in this state, the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. This bill would enact the Youth Housing Bond Act of 2026 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of $1,000,000,000 pursuant to the State General Obligation Bond Law to finance the Youth Housing Program, established as part of the bond act. The bill, as a part of the program, would require the Department of Housing and Community Development to make awards to local agencies, nonprofit organizations, and joint ventures for the purpose of acquiring, renovating, constructing, and purchasing equipment for youth centers or youth housing, as those terms are defined. (Based on 01/22/2026 text)

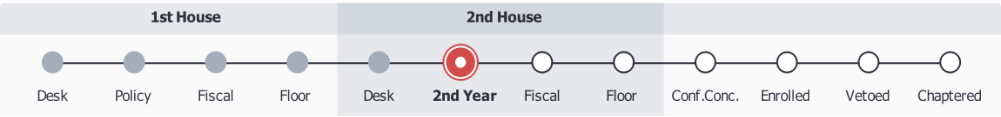
Analysis:
01/26/26 **S Floor Analyses** (text 01/22/26)

SB 549 **(Allen, D) Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.**

Current Text: 06/23/2025 - Amended **HTML** **PDF**

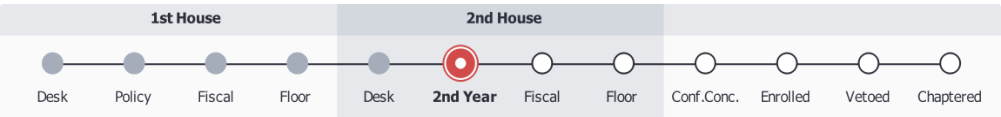
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Introduced: 02/20/2025
Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)



Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)
Analysis:
07/15/25 **A Local Government** (text 06/23/25)

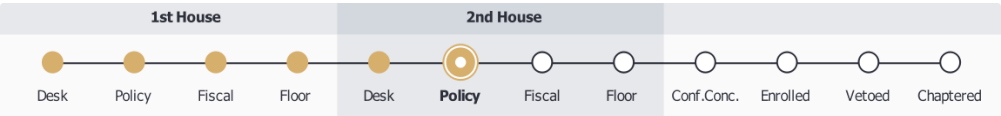
SB 569 **(Blakespear, D) Department of Transportation: homeless encampments.**
Current Text: 04/21/2025 - Amended **HTML** **PDF**
Introduced: 02/20/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)



Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)
Analysis:
05/25/25 **S Floor Analyses** (text 04/21/25)

Priority: 1

SB 667 **(Archuleta, D) Railroads: safety: wayside detectors.**
Current Text: 01/22/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2025
Status: 05/04/2026 - Referred to Coms. on U. & E. and TRANS.



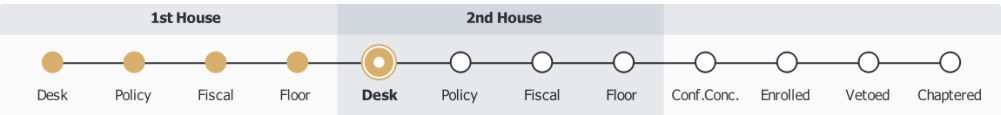
Summary: The Federal Railroad Safety Act (FRSA) authorizes the United States Secretary of Transportation to prescribe regulations and issue orders for railroad safety and requires the United States Secretary of Homeland Security, when prescribing a security regulation or issuing a security order that affects the safety of railroad operations, to consult with the United States Secretary of Transportation. The FRSA provides for state participation in the enforcement of the safety regulations and orders issued by the United States Secretary of Transportation or the United States Secretary of Homeland Security, pursuant to an annual certification, and authorizes the respective secretaries to make an agreement with a state to provide investigative and surveillance

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activities. The FRSA provides that, to the extent practicable, laws, regulations, and orders related to railroad safety and security are required to be nationally uniform, but authorizes a state to adopt or continue in force a law, regulation, or order related to railroad safety or security until the United States Secretary of Transportation, with respect to railroad safety matters, or the United States Secretary of Homeland Security, with respect to railroad security matters, prescribes a regulation or issues an order covering the subject matter of the state requirement. A state is additionally authorized to adopt or continue in force an additional or more stringent law, regulation, or order related to railroad safety or security, when necessary to eliminate or reduce an essentially local safety or security hazard, that is not incompatible with a federal law, regulation, or order, and that does not unreasonably burden interstate commerce. This bill would require a railroad corporation to install and operate a network of wayside detector systems on or adjacent to any track used by a freight train, require that each wayside detector system include a hot wheel bearing detector, and prescribe the maximum spacing for individual detection devices along a continuous track. (Based on 01/22/2026 text)

Analysis:
01/26/26 **S Floor Analyses** (text 01/22/26)

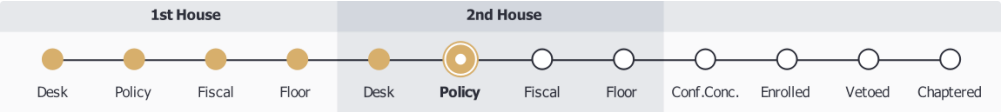
SB 677 **(Wiener, D) Housing development: transit-oriented development.**
Current Text: 01/08/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 01/26/2026 - Read third time. Passed. (Ayes 24. Noes 10.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: Current law requires that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with certain applicable requirements, as provided. Among these requirements, current law establishes requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided, and requires a development to meet specified labor standards that require that a specified affidavit be signed under penalty of perjury, under specified circumstances. Current law specifies that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval, as provided. Current law defines, among other terms, the term "high-frequency commuter rail" for purposes of these provisions to mean a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. Current law also defines the term "Tier 2 transit-oriented development stop" for these purposes to mean a TOD stop within an urban transit county, as defined, excluding a Tier 1 transit-oriented development stop, as defined, served by light rail transit, by high-frequency commuter rail, or by bus service meeting specified standards. This bill would revise the definition of "high-frequency commuter rail" to instead mean a public commuter or intercity rail station with a total of at least 48 passenger trains on average per weekday across all directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years. (Based on 01/08/2026 text)

Analysis:
01/21/26 **S Floor Analyses** (text 01/08/26)

SB 722 **(Wahab, D) Transit-oriented housing development: excluded parcels and sites.**
Current Text: 01/15/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 05/04/2026 - Referred to Coms. on H. & C.D. and L. GOV.

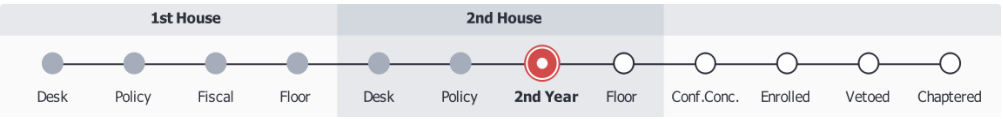


Summary: Current law requires that a housing development project, as defined, within a specified distance of a transit-oriented development stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with certain, applicable requirements, as provided. Among these requirements, current law prohibits a proposed development under these provisions from being located on sites where the development would require demolition of housing, or that was previously used for housing, that is subject to rent or price controls, as provided. This bill would additionally prohibit the development from being located on an existing parcel of land or site governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act. This bill contains other related provisions. (Based on 01/15/2026 text)

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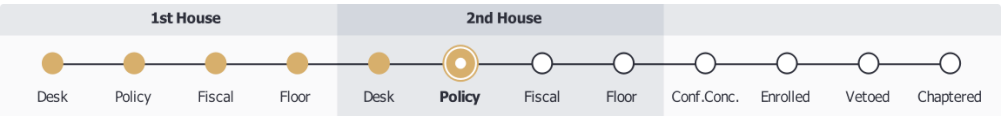
Analysis:
01/21/26 **S Floor Analyses** (text 01/15/26)

SB 772 **(Cabaldon, D) Infill Infrastructure Grant Program of 2019: applications: eligibility.**
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Summary: Existing law establishes the Infill Infrastructure Grant Program of 2019 (program), which requires the Department of Housing and Community Development, upon appropriation of funds by the Legislature, to establish and administer a grant program to allocate those funds to eligible applicants to fund capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project, qualifying infill area, or catalytic qualifying infill area. Existing law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, existing law defines a qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. This bill would expand the definition of qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that have been previously developed with urban uses. (Based on 07/17/2025 text)
Analysis:
08/18/25 **A Appropriations** (text 07/17/25)

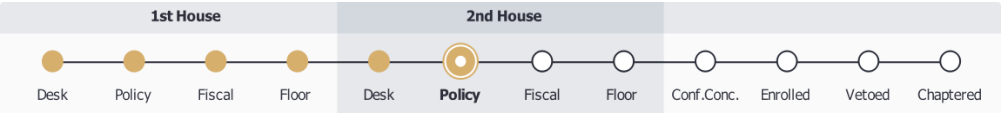
SB 799 **(Allen, D) Joint powers authorities: South Bay Regional Housing Trust.**
Current Text: 01/15/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 05/04/2026 - Referred to Coms. on L. GOV. and H. & C.D.



Summary: Current law authorizes the establishment of the South Bay Regional Housing Trust, a joint powers authority, by the County of Los Angeles and any or all of the cities within the jurisdiction of the South Bay Cities Council of Governments, with the stated purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within the South Bay Cities region. Current law requires that the South Bay Regional Housing Trust be governed by a board of directors consisting of an appropriate number of directors, to be determined by the governing board of the South Bay Cities Council of Governments. Current law requires the board of directors to include mayors, council members, or County of Los Angeles supervisors, as described. Existing law requires that the board of directors to elect a chairperson and a vice chairperson from among its members at the first meeting held in each calendar year. Current law requires the governing board of the South Bay Cities Council of Governments to appoint the board of directors and, in the case of a vacancy on the board of directors, qualified individuals to fill the vacancy, as specified. This bill would instead require the joint powers agreement to establish the number of directors of the trust and the process for appointing directors and filling vacancies. The bill would additionally authorize the board of directors to include persons appointed and designated as alternate members of the board of directors, as specified. The bill would require all directors and alternates to be subject to the board of directors' adopted conflict of interest code. The bill would prohibit each alternate that is currently not an elected official from participating as a voting member in more than 75% of all meetings in a calendar year. (Based on 01/15/2026 text)
Analysis:
01/15/26 **S Floor Analyses** (text 01/15/26)

SB 802 **(Ashby, D) Housing finance and development: Sacramento Area Housing and Homelessness Agency: Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.**
Current Text: 04/30/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 04/30/2026 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on H. & C.D. (Amended text released 5/1/2026)

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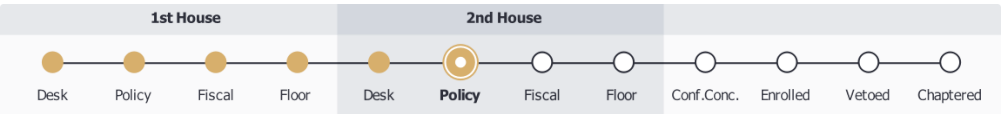


Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be exercised. This bill would require that the joint powers authority currently operating as the Sacramento Housing and Redevelopment Agency be restructured, expanded, amended, and renamed as the Sacramento Area Housing and Homelessness Agency, as provided. The bill would require the agency to include the County of Sacramento and qualified local agencies, as specified and defined, and would make the agency the regional authority for prescribed activities, including developing and preserving affordable housing and coordinating and administering homelessness prevention and response services. The bill would require the updated joint powers agreement to provide for a governing board and an executive director, as provided. The bill would require the agency to adopt a comprehensive strategic plan to address housing and homelessness no later than 3 years from the date the restructured joint powers agreement takes effect. The bill would also require the agency to establish and maintain a standing advisory board, as provided. (Based on 04/30/2026 text)

Analysis:
07/15/25 **A Housing And Community Development** (text 06/23/25)

SB 828 **(Cabaldon, D) Fireworks licenses and permits: disqualifying conditions: storage facilities: local jurisdictions.**

Current Text: 01/05/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Status: 05/18/2026 - Referred to Coms. on E.M and L. GOV.

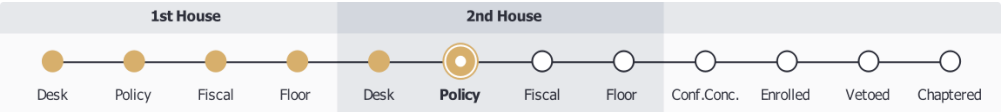


Summary: The State Fireworks Law requires the State Fire Marshal to adopt regulations relating to fireworks as may be necessary for the protection of life and property. Current law requires these regulations to include, among other things, provisions for the granting of licenses and permits for the manufacture, wholesale, import, export, and sale of all classes of fireworks. Current law authorizes the State Fire Marshal to deny or revoke a fireworks license for specified reasons. A violation of the State Fireworks Law or the regulations issued pursuant thereto is a misdemeanor. Current law requires fireworks licensees seeking authorization for specified activities related to fireworks to submit a written application for a permit to the chief of the fire department or the chief fire prevention officer of the city or county, or to another issuing authority that may be designated by the governing body of the city or county, or, in the event there is no officer or person appointed within the area, to the State Fire Marshal or the State Fire Marshal's deputy, as provided. This bill would require applicants for a wholesaler's license, a manufacturer's license, an importer's license, or an exporter's license to disclose the complete street addresses of any intended storage facilities on their initial application. The bill would also require holders of those licenses to notify the Office of the State Fire Marshal and specified local entities of the complete street addresses of intended storage facilities for any fireworks or materials to build fireworks. By expanding the scope of a crime, the bill would impose a state-mandated local program. (Based on 01/05/2026 text)

Analysis:
01/23/26 **S Floor Analyses** (text 01/05/26)

SB 1008 **(Ochoa Bogh, R) California Environmental Quality Act: exemption: railroad grade crossing closure.**

Current Text: 02/09/2026 - Introduced **HTML** **PDF**
Introduced: 02/09/2026
Status: 05/18/2026 - Referred to Coms. on NAT. RES. and U. & E.



Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts certain projects from its requirements and authorizes a lead agency, if it determines a certain project is exempt from CEQA, to file a notice of exemption, as provided. This bill would exempt from CEQA the closure of a railroad grade crossing by order of the Public Utilities Commission if the commission finds the crossing to present a threat to public safety. The bill would provide that the exemption is inapplicable to any crossing for high-speed rail or any crossing for a project carried out by the High-Speed Rail

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Authority. The bill would require the lead agency to file the notice of exemption with specified public entities, as provided. Because the bill would impose additional duties on lead agencies with regards to the filing of the notice of exemption, this bill would impose a state-mandated local program. (Based on 02/09/2026 text)

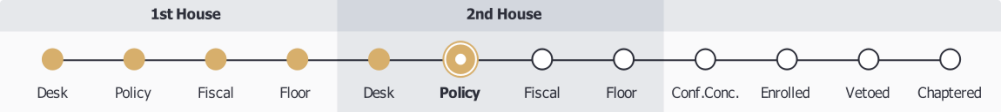
Analysis:
04/29/26 **S Floor Analyses** (text 02/09/26)

SB 1013 **(Cervantes, D) Automated license plate recognition systems.**

Current Text: 05/14/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2026 (Spot bill)

Status: 05/26/2026 - Referred to Coms. on TRANS. and P. & C.P.



Summary: Existing law prohibits a public agency, which includes the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Existing law defines ALPR information as information or data collected through the use of an ALPR system. This bill would provide that "public agency" does not include a transportation agency, a public transit operator, or a local department of transportation or public works department, as specified. The bill would, beginning January 1, 2027, require new, updated, expansions of, or addendums of contractual agreements with ALPR vendors, manufacturers, or suppliers to mandate that no default access is provided to any national ALPR database and that an agency's collected scans are by default not accessible to any other agency, and would impose new requirements on sharing between California state law enforcement agencies. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense or locating an individual who has been reported as missing to a law enforcement agency. (Based on 05/14/2026 text)

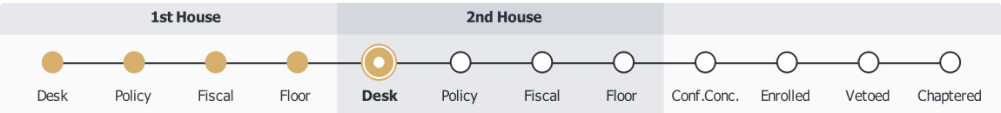
Analysis:
05/18/26 **S Floor Analyses** (text 05/14/26)

SB 1061 **(Ochoa Bogh, R) Western Joshua Tree Conservation Act: relocation.**

Current Text: 04/23/2026 - Amended **HTML** **PDF**

Introduced: 02/12/2026

Status: 05/22/2026 - Read third time. Passed. (Ayes 33. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: The Western Joshua Tree Conservation Act prohibits any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as specified. The act authorizes the Department of Fish and Wildlife to permit the taking of a western Joshua tree if specified conditions are met, including, but not limited to, that the permittee mitigates all impacts to, and taking of, the western Joshua tree through measures that are roughly proportional in extent to the impact of the authorized taking of the western Joshua tree. The act authorizes, in lieu of completing the mitigation measures, a permittee to elect to satisfy the mitigation obligation by paying fees pursuant to a specified fee schedule, as provided. Existing law authorizes the department to include permit conditions that require the permittee to relocate one or more of the western Joshua trees, as specified. Existing law requires the department to adopt guidelines and relocation protocols, based on the best available science, to relocate western Joshua trees successfully. This bill would authorize the department to authorize, by permit, and without payment of fees or other mitigation, the relocation of up to 10 individual western Joshua trees from a parcel, as provided. The bill would require a person seeking a relocation permit to submit a permit application to the department and meet certain conditions, as specified. (Based on 04/23/2026 text)

Analysis:
05/16/26 **S Floor Analyses** (text 04/23/26)

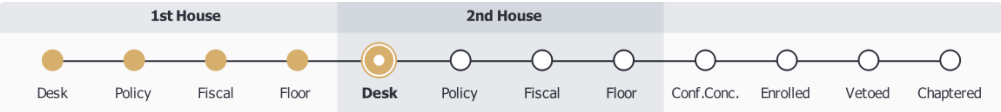
SB 1075 **(Reyes, D) Air resources: toxic air contaminants: criteria air pollutants: community emissions reduction programs: local community emissions reduction plans.**

Current Text: 05/22/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Status: 05/27/2026 - Amendments by Senator Strickland tabled on motion of Senator Ashby. (Ayes 30. Noes 9.) Read third time. Passed. (Ayes 29. Noes 9.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: Existing law requires the State Air Resources Board to prepare a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden that includes an assessment and identification of those communities. Existing law requires the statewide strategy to be updated at least once every 5 years. Existing law requires the state board, based on the assessment and identification, to select locations around the state for preparation of community emissions reduction programs. Existing law requires the assessment and identification to prioritize disadvantaged communities, as defined. Existing law requires the regional air quality management district or the regional air pollution control district encompassing the location selected by the state board, within one year of selection, to adopt a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as provided. Existing law requires the state board to provide grants to community-based organizations for technical assistance and to support community participation in the implementation of the statewide strategy. Under this existing regulatory authority, the state board provides grants to development and implement local community emissions reduction plans. This bill would revise the definition of “disadvantaged community” to include a disadvantaged unincorporated community. By expanding the definition of “disadvantaged community,” the bill would expand the duties of districts in the preparation of community emissions reduction programs, thereby imposing a state-mandated local program. (Based on 05/22/2026 text)

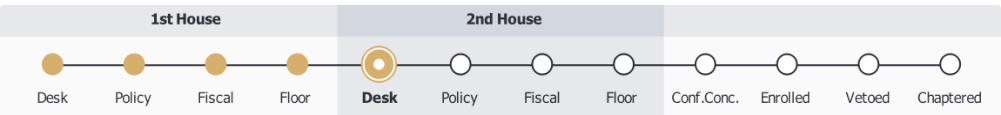
Analysis:
05/26/26 **S Floor Analyses** (text 05/22/26)

SB 1087 **(Cabaldon, D) Transportation planning: sustainable communities strategies: transportation funding programs.**

Current Text: 04/09/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Status: 05/27/2026 - Read third time. Passed. (Ayes 31. Noes 3.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires a regional transportation plan to include a policy element, a sustainable communities strategy prepared by a metropolitan planning organization, an action element, and a financial element, as provided. Existing law requires those transportation planning agencies to adopt and submit every 4 years, except as provided, an updated regional transportation plan to the California Transportation Commission and the Department of Transportation. Existing law requires a sustainable communities strategy to achieve regional targets set by the State Air Resources Board for the reduction of greenhouse gas emissions from the automobile and light truck sector in the region for 2020 and 2035, respectively, and requires the state board to update those targets every 8 years, consistent with each metropolitan planning organization’s timeframe for updating its regional transportation plan, as specified. Existing law establishes certain procedural requirements for setting and updating those targets and authorizes the state board to revise the targets every 4 years based on changes in specified factors. This bill would instead require, commencing with the first or 2nd regional transportation plan prepared on or after January 1, 2027, as determined by the applicable metropolitan planning organization, the regional transportation plan to include an 8-year sustainable communities strategy prepared by the metropolitan planning organization. (Based on 04/09/2026 text)

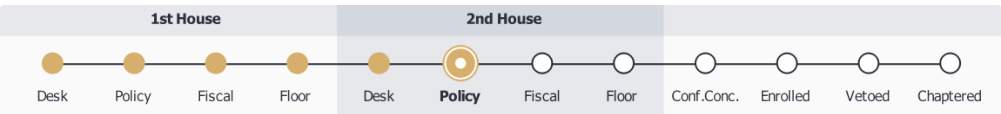
Analysis:
05/14/26 **S Floor Analyses** (text 04/09/26)

SB 1091 **(Caballero, D) Community Anti-Displacement and Preservation Program.**

Current Text: 04/06/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Status: 05/26/2026 - Referred to Coms. on H. & C.D. and JUD.

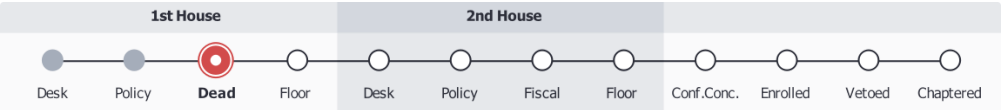


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Summary: Existing law establishes the Department of Housing and Community Development in the Business, Consumer Services, and Housing Agency. Existing law, the Governor's Reorganization Plan No. 1 of 2025 (GRP), which became effective on July 5, 2025, transfers the Department of Housing and Community Development to the California Housing and Homelessness Agency, which the GRP also establishes, as of July 1, 2026. Existing law makes the department responsible for administering various housing programs throughout the state, including, among others, the Multifamily Housing Program and the California Emergency Solutions Grants Program. Existing law, upon appropriation, authorizes the department to make either or both loans and grants to rehabilitate, capitalize operating subsidy reserves for, and extend the long-term affordability of department-funded housing projects that have an affordability restriction that has expired, that have an affordability restriction with a remaining term of less than 10 years, or are otherwise at risk for conversion, as provided. This bill would establish the Community Anti-Displacement and Preservation Program for purposes of funding the acquisition and rehabilitation of unrestricted housing and attaching long-term affordability restrictions on the housing, while safeguarding against the displacement of current residents. The bill would require the department to issue a request for qualification to select a private sector entity or consortium to manage the program for a period of 5 years. The bill would require the department to grant prescribed funds to the program manager to implement the program and the program manager to make loans to eligible borrowers, as defined, based on underwriting guidelines approved by the department. (Based on 04/06/2026 text)

Analysis:
05/16/26 **S Floor Analyses** (text 04/06/26)

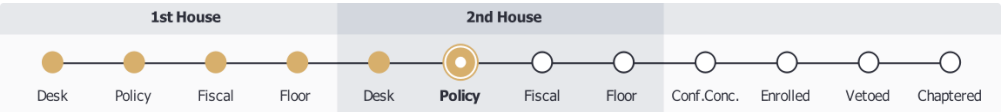
SB 1136 **(Blakespear, D) Intercity rail and commuter rail: special events service plans: fare system integration.**
Current Text: 04/06/2026 - Amended **HTML** **PDF**
Introduced: 02/17/2026
Status: 05/14/2026 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 4/27/2026)



Summary: Existing law sets forth various provisions applicable to all public transit and transit districts and includes specific requirements applicable to public entities that operate commuter rail or rail transit systems. This bill would require, on or before July 1, 2027, a regional rail operator, as defined, operating within an intercity rail corridor to ensure that its fare systems are fully integrated with the fare systems of the intercity rail operator, and any other regional rail operator, operating in the intercity rail corridor. (Based on 04/06/2026 text)

Analysis:
04/27/26 **S Appropriations** (text 04/06/26)

SB 1145 **(Grayson, D) California Environmental Quality Act: surplus land disposal requirements: exemption.**
Current Text: 04/28/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Status: 05/26/2026 - Referred to Coms. on L. GOV. and NAT. RES.



Summary: Existing law requires a local agency to declare land either "surplus land" or "exempt surplus land," as supported by written findings, before the local agency may take any action to dispose of it consistent with an agency's policies or procedures and defines terms for these purposes. Existing law generally requires a local agency, before disposing or negotiating to dispose of surplus land, to provide a written notice of the availability of the surplus land to specified entities and housing sponsors. Under existing law, land declared by an agency of the state or any local agency as "exempt surplus land" is not subject to these requirements. The Planning and Zoning Law requires cities and counties to prepare, adopt, and amend general plans and elements of those general plans, as specified. After the legislative body has adopted all or part of a general plan, the law requires the planning agency to provide by April 1 of each year an annual report to specified entities that includes certain information, including the status of the plan and progress of its implementation. This bill would exempt land that was or will be conveyed by the federal government to a local reuse authority in accordance with a military base closure and realignment, as specified, from these requirements if certain conditions are met. The bill would require a local reuse authority, if it is a city or county, to include specified information relating to the development of residential units on conveyed land as part of their annual report relating to their general plan. Because the bill would impose new duties on a local agency, this bill would impose a state-mandated local program. (Based on 04/28/2026 text)

Analysis:
05/16/26 **S Floor Analyses** (text 04/28/26)

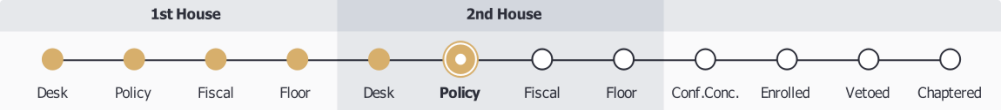
Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

SB 1170 **(Durazo, D) Joint powers agreements: nonprofit housing developers.**

Current Text: 02/18/2026 - Introduced **HTML** **PDF**

Introduced: 02/18/2026

Status: 05/18/2026 - Referred to Coms. on INS. and L. GOV.



Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, as defined, to jointly exercise any power common to the contracting parties, as provided. Among other things, that act also authorizes a mutual water company to enter into a joint powers agreement with any public agency for the purposes of risk pooling, as specified. The Government Claims Act, among other things, authorizes public entities, mutual water companies, public agencies, water corporations, and mutual water companies to provide insurance under that act by a joint powers agreement, as specified. This bill would additionally authorize a nonprofit housing developer to enter into a joint powers agreement with any public agency for the purpose of risk pooling, and would expand the list of entities authorized to provide insurance by a joint powers agreement to include nonprofit housing developers. The bill would require that, if a nonprofit housing developer enters into a joint powers agreement with one or more public agencies, that the agreement ensure that no participating public agency becomes responsible for the underlying debts or liabilities of the joint powers agreement and that any participating public agency be indemnified against those debts and liabilities. (Based on 02/18/2026 text)

Analysis:

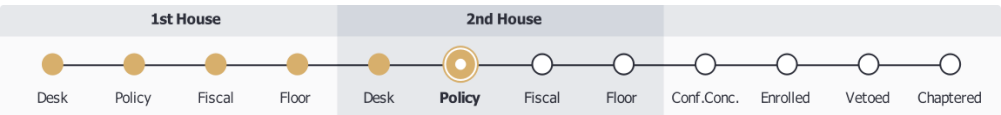
04/24/26 **S Floor Analyses** (text 02/18/26)

SB 1187 **(Durazo, D) Open meetings: majority.**

Current Text: 02/19/2026 - Introduced **HTML** **PDF**

Introduced: 02/19/2026

Status: 05/18/2026 - Referred to Com. on L. GOV.



Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Existing law defines “meetings” for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. This bill would define “majority” for purposes of the act to mean the number of members of the legislative body equaling more than half of the total number of seats on the legislative body. The bill would specify that if a seat on the legislative body is vacant, that seat is to still be counted as a seat on the legislative body. This bill contains other related provisions and other existing laws. (Based on 02/19/2026 text)

Analysis:

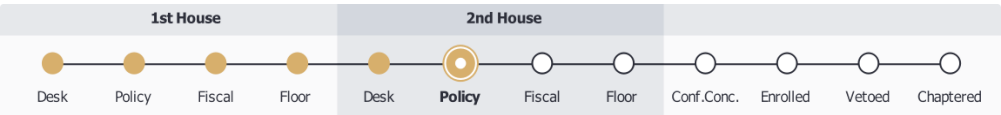
05/01/26 **S Floor Analyses** (text 02/19/26)

SB 1250 **(Cortese, D) State highway system: wildlife connectivity.**

Current Text: 05/14/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Status: 05/26/2026 - Referred to Coms. on TRANS. and W., P., & W.

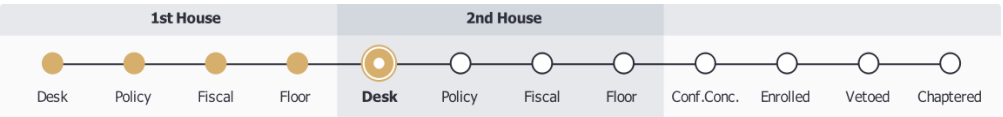


Summary: Existing law vests the Department of Transportation (Caltrans) with full possession and control of the state highway system and requires Caltrans to improve and maintain the state highways. Existing law requires Caltrans, in consultation with the California Transportation Commission, to prepare a robust asset management plan to guide selection of projects for the state highway operation and protection program. Existing law requires the commission, in connection with the plan, to adopt targets and performance measures reflecting state transportation goals and objectives. This bill would require the targets and performance measures adopted by the commission to include targets and performance measures reflecting state transportation goals and objectives for wildlife connectivity assets that reflect the need for new assets and conditions of existing assets that improve or maintain the connectivity of wildlife crossings on the state highway system. (Based on 05/14/2026 text)

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

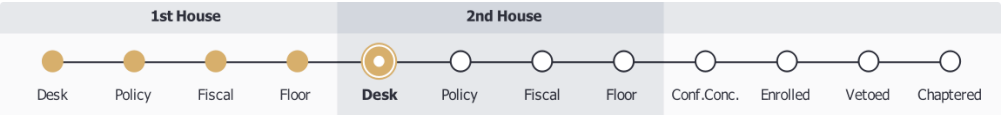
Analysis:
05/18/26 **S Floor Analyses** (text 05/14/26)

SB 1293 **(Alvarado-Gil, R) State highways: projects: notice.**
Current Text: 04/06/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 05/22/2026 - Read third time. Passed. (Ayes 33. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



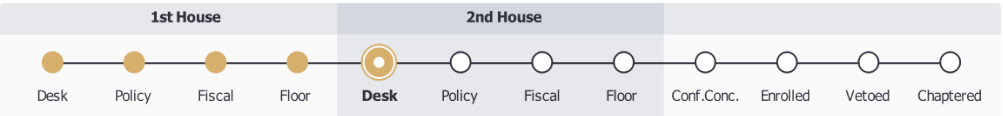
Summary: Would require the Department of Transportation to provide written notice of certain construction or maintenance projects within the right-of-way of a state highway in a county with a population of 60,000 people or fewer to a person who resides in, or a business that is located within, 5 miles of the project limits, as specified. The bill would also require the department to place the notice on its internet website. (Based on 04/06/2026 text)
Analysis:
05/16/26 **S Floor Analyses** (text 04/06/26)

SB 1361 **(Durazo, D) Transit-oriented housing developments: local governments: transit agencies and projects.**
Current Text: 04/30/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 05/20/2026 - In Assembly. Read first time. Held at Desk.



Summary: Existing law requires a housing development project to be an allowed use as a transit-oriented housing development if certain requirements are met. Existing law provides that these provisions do not apply to a local agency until July 1, 2026, unless the local agency takes specified actions. Existing law defines various terms for these purposes. Existing law prohibits a local government from adopting any requirement that applies to a project solely or partially on the basis that the project is seeking approval as a transit-oriented housing development, as specified. This bill would additionally prohibit a local government with an existing or planned transit-oriented development stop from taking specified actions with respect to transit agencies and transit projects. (Based on 04/30/2026 text)
Analysis:
05/01/26 **S Floor Analyses** (text 04/29/26)

SB 1414 **(Reyes, D) County of San Bernardino Citizens Redistricting Commission.**
Current Text: 05/14/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Status: 05/27/2026 - Read third time. Passed. (Ayes 29. Noes 9.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Summary: Existing law requires the board of supervisors of each county, following each decennial federal census, and using that census as a basis, to adjust the boundaries of any or all of the supervisorial districts of the county so that the districts are as nearly equal in population as possible and comply with applicable federal law, and specifies the procedures the board of supervisors must follow in adjusting those boundaries. Existing law establishes independent redistricting commissions in the Counties of Los Angeles, San Diego, Orange, Riverside, San Luis Obispo, Kern, Fresno, and Sacramento, which are charged with adjusting the supervisorial district boundaries for their respective counties. This bill would establish the Citizens Redistricting Commission in the County of San Bernardino, which would be charged with adjusting the boundary lines of the districts of the Board of Supervisors of the County of San Bernardino. The commission would consist of 14 commissioners who meet specified qualifications. This bill would require the commission to adjust the boundaries of the supervisorial districts in accordance with specified criteria and adopt a redistricting plan in accordance with existing deadlines for the adoption of county supervisorial district boundaries. The bill would create specified procedures by which the commission may remove a commissioner. (Based on 05/14/2026 text)

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Analysis:
05/27/26 **S Floor Analyses** (text 05/14/26)

Total Measures: 93
Total Tracking Forms: 93

Attachment: SBCTA Bill Report June 2026 (12652 : State Legislative Update)

Minute Action

AGENDA ITEM: 32

Date: July 1, 2026

Subject:
Federal Legislative Update

Recommendation:
Receive and file the June 2026 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on June 10, 2026, on the Fiscal Year 2027 Appropriations process, as well as the passage of legislation by the House Transportation and Infrastructure (T&I) Committee to reauthorize the Surface Transportation Act.

Surface Transportation Act Reauthorization

On May 21, 2026, the T&I Committee released the text of the long-awaited Surface Transportation Act Reauthorization. The bill (H.R. 8870) is titled the *Building Unrivaled Infrastructure and Long-term Development for America's 250th Act*, or the "BUILD America 250" Act. The bill covers fiscal year (FY) 2027 to FY 2031. The T&I Committee passed the bill on May 22, 2026.

Overall, the bill's focus is on more traditional highway funding and away from climate initiatives under the Infrastructure Investment and Jobs Act. One aspect worth noting is that Section (§) 1332 specifically recognizes the historic and economic significance of Route 66 and formally acknowledges the Route 66 Centennial in 2026. Although largely a "Sense of Congress" provision, it strengthens the policy narrative for discretionary grant applications tied to tourism, economic development, cultural preservation, and corridor modernization associated with the Route 66 Centennial effort within San Bernardino County.

Some other notable changes in this bill from the previous surface transportation act are included below:

Federal-Aid Highways Program (FAHP)

Core FAHP authorization (Highway Trust Fund, non-Mass Transit Account):

- FY 2027: $56.93 billion
- FY 2028: $57.53 billion
- FY 2029: $58.69 billion
- FY 2030: $59.79 billion
- FY 2031: $60.94 billion

This funds the National Highway Performance Program, Surface Transportation Block Grant Program, Highway Safety Improvement Program, Congestion Mitigation and Air Quality Program, and the renamed National Highway Freight and High Priority Corridor Program. Total obligation limitation rises from $72.27 billion (FY27) to $77 billion (FY31).

Bridges - $56 billion over 5 years

A new formula-based "Grants for Rebuilding America's Vital Engineering Structures" program replaces §124, $9.2 billion/year.

- Each state would receive a $75 million base, with the remainder distributed by bridge deck area / poor-condition deck area on both all-public-road and National Highway System (NHS) bases.
- Includes a 20% set-aside for off-system bridges.
- A new 25% set-aside for a competitive locally-owned bridge process.
- 3% Tribal set-aside.
- 95% federal share for locally-owned and Tribal off-system bridges.

A new Competitive Bridge Completion Program

- $2 billion/year from the General Fund for NHS bridges; minimum $50 million grants, 50% federal cost share.
- $200 million/year set-aside for the competitive National Culvert Removal, Replacement, and Restoration Grant Program.

New and Expanded Programs

- **Surface Transportation Accelerator Grant (STAG) program (new, §1124)**
  - $2.4 billion/year. Split: 50% local/regional, 25% rural, 25% urban. Includes a 15% set-aside for rural states with high lane-departure fatality rates, a 10% set-aside for projects supporting agricultural freight, and a 5% set-aside for small communities (populations less than 5,000).
- **Safe Streets and Roads for All** is codified and increased
  - $500 million (FY27), then growing to $1 billion (FY31).
  - 30% rural set-aside.
  - Planning set-aside reduced to 5%.
  - Federal cost-share parity with other safety programs.
- **Nationally Significant Multimodal Freight and Highway Projects**
  - $1.2 billion/year (General Fund).
  - Opens eligibility to Metropolitan Planning Organizations serving areas with greater than 50,000 population (down from 200,000).
  - Eliminates the 30% multimodal cap.
  - Lowers small-project set-aside to 10%.

  - Raises small-project threshold to $10 million.
  - Adds a limited authority for the Federal share to go up to 100% on up to 5 projects/year (with a $30 million cap) when projects are stalled awaiting permits.

- **Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program**
  - Continues at $500 million/year, but the formula component is eliminated. It will now fund competitive grants only.
- **Wildlife Crossings Pilot**
  - $80 million/year; 75% rural minimum.
- **Truck Parking Pilot Program (new §180)**
  - $150 million/year for 5 years.
  - Codifies and improves "Jason's Law" as a competitive grant program, promoting safe, long-term parking for commercial motor vehicles on the NHS.
- **Nationally Significant Federal Lands and Tribal Projects**
  - $55 million/year.
  - Minimum project cost lowered from $12.5 million to $5 million.
- **Transportation Infrastructure Finance Innovation Act**
  - $250 million/year for credit subsidy.

Consolidated State Block Grant Program (new, §3006)

- States can opt to receive a lump-sum allocation for rural and urbanized-area transit, with designated recipients allowed to opt in or out.
- Primary urbanized areas continue to receive direct Federal Transit Administration formula funding.

Capital Investment Grants (CIG) overhaul (§3007)

- "Small Starts" renamed "Streamlined Starts," with raised maximum federal assistance to capture most Bus Rapid Transit projects.
- Core capacity expanded to include projects that reduce passenger travel time (including for wheelchair users).
- Project sponsors must initiate National Environmental Protection Act (NEPA) and complete 30% design before entering Project Development.
- Rating boost for projects that promote housing development along the project route.
- Expedited Project Delivery program codified with award raised to 40% of net capital cost; state-of-good-repair elements newly eligible.

Consolidated Competitive Ferry Program

- Replaces several passenger ferry programs.

- $125 million set-aside for urban ferries.
- $25 million/year for rural and insular ferries.

Innovative Coordinated Access and Mobility

- Codified, with new eligibility for Veterans Affairs related access projects.

The Transit Workforce Development Center would be codified.

National Highway Freight Program renamed to add "and High Priority Corridor."

- Redesignation cap on Primary Highway Freight System raised to 5% (from 3%).
- States must designate critical rural freight corridors.

Mega Grants (National Infrastructure Project Assistance)

- Expanded eligibility to lessees of federal surface transportation hubs and public transit projects eligible for CIG in large urbanized areas.
- "Innovative construction materials" and "population growth impact" added as evaluation criteria.
- Congressional notification reduced from 30 days to 3.
- Set-aside for $100 million – $500 million projects reduced from 50% to 25%.

Better Utilizing Investments to Leverage Development Grants (Local and Regional Project Assistance)

- Updates "area of persistent poverty" with new census data and includes Qualified Opportunity Zones.
- Opens eligibility to lessees of federal surface transportation hubs.
- Requires that projects be able to begin construction within 18 months.
- Provides pre-award authority. Government Accountability Office biennial review required.

Rural and Tribal Infrastructure Advancement Pilot, extended through October 1, 2031.

Programs eliminated:

- Carbon Reduction Program (§175), repealed (§1125).
- Neighborhood Access and Equity Grant Program, repealed (§1324).
- Reduction of Truck Emissions at Port Facilities and Healthy Streets programs, repealed.
- Environmental Review Implementation Funds program, terminated.

NEPA Changes

- One Federal Decision codification expanded.
- Single modal lead agency designation.
- Time-and-page-limit clarifications.
- Statute of limitations extension to rail projects.

- Expanded categorical exclusions (CE) (raised CE thresholds to $12 million Federal/$70 million total, up from $6 million/$35 million).
- State and transit-agency NEPA assignment extended to 10-year renewal terms, and assumption of CEs by certain transit agencies.

Attachment A contains a summary of key sections of H.R. 8870.

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

Reviewed By:
This item was received by the Legislative Policy Committee on June 10, 2026.

Responsible Staff:
Louis Vidaure, Legislative Analyst

ATTACHMENT A

COMMITTEE ON
TRANSPORTATION &INFRASTRUCTURE

SAM GRAVES, CHAIRMAN
RICK LARSEN, RANKING MEMBER

H.R. 8870, *BUILD America 250 Act*

Section 1. Short title; table of contents.

This section provides the title of the bill as the "Building Unrivaled Infrastructure and Long-term Development for America's 250th Act" or the "BUILD America 250 Act." This section also provides the table of contents for the bill.

Section 2. Definitions.

This section provides definitions for the bill, including that the "Comptroller General" means the Comptroller General of the United States. It also provides that "Department," unless otherwise provided, means the United States Department of Transportation, and "Secretary," unless otherwise provided, means Secretary of Transportation.

Section 3. Effective date.

This section provides that the bill, including amendments made by the bill, takes effect on October 1, 2026, unless otherwise provided.

Section 4. Automatic execution of conforming changes.

This section ensures that amendments to section headings in title 23 and 49 of United States Code and other transportation-related laws are automatically reflected in the tables of contents of such titles or laws without needing an additional clerical amendment.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Title I – Federal-Aid Highways

Subtitle A – Authorizations and Programs

Section 1101. Authorization of appropriations.

This section authorizes contract authority to be appropriated from the Highway Trust Fund for the Federal-aid highway program (FAHP) and additional highway programs for fiscal year (FY) 2027 through FY 2031. It also includes authorizations from the General Fund for several programs from FY 2027 through FY 2031.

Section 1102. Obligation limitation.

This section establishes the obligation limitation for the FAHP and highway safety construction programs for FY 2027 through FY 2031 and specifies funds that are exempt from such limitations. This section also provides for how obligation limitation is to be distributed.

Section 1103. Definitions.

This section provides a definition for the term "digital infrastructure." It also expands the definition of "operating costs for traffic monitoring, management, and control," to include backup power systems, ensuring such projects are eligible under the Surface Transportation Block Grant (STBG) program.

Section 1104. Apportionment.

This section updates administrative expenses for the Federal Highway Administration (FHWA) and prescribes the apportionment of Federal highway funds, including how funds are to be divided across programs when apportioned to the states.

Section 1105. Nationally significant multimodal freight and highway projects.

This section makes changes to the Nationally Significant Multimodal Freight and Highway Projects (INFRA) program, including by broadening program eligibility to metropolitan planning organizations (MPOs) serving urbanized areas with a population of at least 50,000. This section also eliminates the 30 percent cap on multimodal projects.

Section 1106. National highway performance program.

This section makes changes to the National Highway Performance Program (NHPP), including requiring the Secretary to determine compliance of asset management plans every two years, up from every year. This section also makes changes intended to allow for mitigation to occur at a regional level.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 1107. Federal share.

This section amends current law to allow for an increased Federal share for rail-highway grade crossing improvements, as well as activities eligible under the Metropolitan Planning Program (MPP).

Section 1108. Bridge programs.

This section authorizes formula and competitive programs to fund bridge improvement projects. Under the formula program established in this section, each state, the District of Columbia, and Puerto Rico will receive an annual apportionment based on several factors. The formula program includes a three percent set-aside for Tribal bridges. To address off-system bridges, the formula program requires that states set-aside 20 percent of annual funding amounts for such projects. The program also requires that states set-aside 25 percent of funds to run a competitive process to fund locally-owned bridge projects. The program provides that states may count off-system bridge projects funded by the set-aside for locally-owned bridges towards the off-system set-aside. Under the formula program, the Federal share for locally-owned bridges is 95 percent. This section also authorizes a competitive program to provide grants to improve the safety, efficiency, reliability, capacity, and utility of bridges on the National Highway System. The program stipulates that grant amounts shall be not less than $50 million and that the Federal share of any project shall not exceed 50 percent. This section directs the Secretary to consider several factors when providing grants under this section, including the average daily person and freight throughput expected to be supported by the project, the safety benefits of the project, the national or regional economic benefits of the project, geographic diversity, and the extent to which the project is for a bridge in poor condition or at risk of falling into poor condition, among other considerations. Under the program, projects may be carried out through a multiyear grant agreement.

Section 1109. Emergency relief.

This section makes changes to the Emergency Relief (ER) program intended to ensure resilience improvements are eligible under the program. It also stipulates that projects advance to the construction obligation stage within three fiscal years after either the date on which a Governor declares an emergency or the President declares a major disaster (whichever is later). It provides that the Secretary may extend this deadline if a Governor provides suitable justification. This section directs the Secretary to extend the deadline if the Secretary finds a project is delayed due to a lack of necessary permits or approvals. Additionally, this section requires the ER manual to be updated to reflect changes made in this section and going forward, requires that the manual be updated not less frequently than once every three years.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 1110. Toll roads, bridges, tunnels, and ferries.

This section ensures that buses providing charter service receive the same treatment as transit buses with respect to toll facilities.

Section 1111. Railway-highway grade crossings.

This section extends the Railway-Highway Grade Crossings program from FY 2027 through FY 2031.

Section 1112. Surface transportation block grant program.

This section makes changes to the STBG program to include infrastructure improvements to existing facilities to withstand natural disasters and increase resilience. This section also provides a definition for a "low-water crossing." This section also updates existing language intended to allow for Highway Safety Improvement Program (HSIP) funds to be counted towards the non-Federal share for a Transportation Alternatives (TA) project provided that certain conditions are met.

Section 1113. Transportation planning.

This section makes changes to the MPP, including by allowing for a project on a previously approved Transportation Improvement Plan (TIP) or State Transportation Improvement Plan (STIP) to be added, if the project is unchanged. This section also allows for additional uses of MPP funds, including for the fiscal administration of local projects, preliminary design, local technical assistance, studies directly linked to transportation, and critical data procurement. This section also requires the Secretary to establish a process to allow for MPOs to qualify as a direct recipient of MPP funding. Under the process, MPOs may apply on a rolling basis to become direct recipients, and will be evaluated on legal, technical, and financial capacity. The process includes a mechanism to provide access to the necessary Federal-aid financial management systems.

Section 1114. Highway use tax evasion projects.

This section extends the Highway Use Tax Evasion Projects program, which provides support for efforts to mitigate highway use tax evasion, through FY 2031.

Section 1115. National bridge and tunnel inventory and inspection standards.

This section updates a finding of Congress that the continuous improvement of bridge conditions in the United States is essential, as well as updates a requirement that the Secretary review state compliance with standards on a biennial basis. This section also adds language to allow bridge projects to be bundled under the bridge formula program established under the bill.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 1116. Construction of ferry boats and ferry terminal facilities.

This section reauthorizes the Ferry Boats and Ferry Terminal Facilities program from FY 2027 through FY 2031.

Section 1117. Highway safety improvement program.

This section makes changes to HSIP. It broadens eligibility under the program, including by adding bollards, infrastructure that connects two or more existing segments of roadway safety infrastructure improvements, and digital infrastructure technologies, such as digital alerting systems and electronic ticketing (or e-ticketing). This section also makes changes to emphasize the safety of roadway workers.

Section 1118. CMAQ program.

This section makes changes to the Congestion Mitigation and Air Quality Improvement (CMAQ) program, including by broadening eligibility to include projects that deploy advanced transportation and congestion management technologies and projects supporting digital infrastructure. This section requires states to obligate specified percentages of CMAQ funding on eligible alternative fueling projects for four years. This section also requires the Secretary to, not less frequently than every two years, update a table illustrating the cost-effectiveness of a range of projects eligible under the program for the consideration of states. Additionally, this section requires the Secretary to provide written notification to states and MPOs regarding the cost-effectiveness table and the requirement under the program that states and MPOs consider such information when selecting projects. It also repeals the Reduction of Truck Emissions at Port Facilities and Healthy Streets programs.

Section 1119. Safe streets and roads for all grant program.

This section codifies the Safe Streets and Roads for All grant program. This section makes further changes to the program by reducing the set aside for planning grants to five percent, adding a 30 percent set aside for rural communities, and providing parity with the Federal cost share of other safety projects.

Section 1120. Territorial and Puerto Rico highway program.

This section reauthorizes the Puerto Rico Highway Program and the Territorial Highway Program from FY 2027 through FY 2031.

Section 1121. HOV facilities.

This section makes changes to ensure buses providing scheduled or charter service are given the same treatment as transit buses for the purposes of high occupancy vehicle (HOV) facilities. It also permits public authorities to establish procedures to allow alternative fuel vehicles to utilize HOV facilities through FY 2031.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 1122. National highway freight and high priority corridor program.

This section makes changes to refocus the National Highway Freight Program (NHFP) to emphasize High Priority Corridors. It adds High Priority Corridors to the National Highway Freight Network (NHFN). This section increases the allowable redesignation mileage for the Primary Highway Freight System to not more than five percent of the total mileage of the system, up from three percent. When redesignating the Primary Highway Freight System, this section directs the Administrator to consider the movement of agricultural products and access to agricultural facilities. This section also requires states to designate critical rural freight corridors.

Section 1123. Wildlife crossings pilot program.

This section makes changes to the Wildlife Crossings Pilot Program, including increasing the minimum amount required to be obligated on rural projects to 75 percent and placing a limitation of not more than five percent of funds to be used on non-construction activities. It also requires the Secretary to submit to Congress an annual report on the program.

Section 1124. Surface transportation accelerator grant program.

This section establishes the Surface Transportation Accelerator Grant (STAG) discretionary program to fund surface transportation projects in local, regional, rural, and urban communities. Under the program, 50 percent of funding is for local and regional grants, 25 percent is for rural grants, and 25 percent is for urban grants.

The rural component defines a covered rural area as having a population of 50,000 or less and funds surface transportation projects in such areas. The rural component sets a minimum grant amount of $5,000,000, while allowing the Secretary to use not more than 10 percent of available funds per fiscal year for grants with a smaller award size. The rural component includes a 15 percent set-aside for eligible projects located in states that have rural roadway fatalities due to lane departures greater than the average of all states. It also includes a 10 percent set-aside for eligible projects supporting the movement of agricultural products from rural areas, as well as a five percent set-aside for grants for eligible projects in small communities with a population of not more than 5,000.

The urban component defines a covered urban area as having a population of not less than 50,000 and funds surface transportation projects in such areas. The urban component sets a minimum grant amount of $5,000,000, while allowing the Secretary to use not more than 10 percent of available funding per fiscal year for grants with a smaller award size.
The local and regional component defines a specified urban area as having a population of more than 200,000 and a specified rural area as those located outside of specified urban areas. The goal of the local and regional component is to fund eligible projects that will have a significant local or regional impact and improve surface transportation infrastructure. Under the local and regional component, grant amounts are specified as not less than $5,000,000 for a specified urban area, not less than $1,000,000 for a specified rural area, and are capped at $25,000,000. This component also stipulates that a single state may not receive more than 15 percent of funds per fiscal year. The local and regional component requires that for each fiscal year, not more than

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

50 percent of funds shall be allocated for eligible projects in specified rural areas and not more than 50 percent of funds shall be allocated for eligible projects in specified urban areas.

Section 1125. Repeal of program.

This section repeals the Carbon Reduction Program.

Section 1126. PROTECT program.

This section makes changes to the PROTECT program by eliminating the formula funding component.

Section 1127. Codification and improvement of Jason's law.

This section creates a competitive grant program for projects that provide public parking for commercial motor vehicles (CMVs) to improve the safety of CMV drivers. Under the program, projects must be located on a Federal-aid highway or be a facility with reasonable access to a Federal-aid highway or freight facility. The Secretary is directed to select a project for a grant only if the Secretary determines that: there is a shortage of CMV parking capacity in the corridor in which the project is located; the eligible entity has consulted with motor carriers, CMV drivers, public safety officials and private providers of CMV parking; that the project will likely increase the availability or utilization of CMV parking, facilitate the movement of freight, or improve highway safety, traffic congestion, and air quality; and the eligible entity demonstrates the ability to provide for the maintenance and operation of the facility.

Section 1128. Consolidated funding pilot program.

This section creates a pilot program to allow up to ten states to receive their base apportionment in a lump sum. Under the pilot program, funds would be eligible for use for any project under existing highway formula programs. Participating states are required to obligate 25 percent of funding to regional and local areas in proportion to their relative shares of the population of the state and, are required to consult with MPOs and regional transportation planning organizations representing such areas, if any. Further, states are required to submit progress reports to the Secretary on meeting, or making progress towards meeting, FHWA performance measures.

Section 1129. Registration fee on motor vehicles.

This section requires the Administrator of the Federal Highway Administration to impose an annual registration fee to be collected by each state of $130 for a covered electric vehicle (EV) and $35 for a covered plug-in hybrid vehicle. Beginning in 2029, the Administrator is required to biennially increase both fee amounts by $5, stipulating that the fee for covered EVs will not exceed $150 and the fee for covered plug-in hybrids will not exceed $50. To ensure compliance with the requirements of this section, the Administrator is directed to withhold an amount equal to 125 percent of the amount owed from the state's highway apportionment if a state does not comply.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 1130. Transfer of real property no longer needed.

This section provides for a process to transfer real property acquired with Federal-aid funds. It provides several conditions that must be met for the Secretary to authorize a transfer, including that there is no longer a need for the real property, that the overall benefit of allowing the transfer is greater than the interest of the Federal Government in liquidation, and that there is no interest in acquiring the real property for Federal Government use.

Section 1131. Federal lands and tribal transportation programs.

This section makes changes to the Federal Lands Transportation Program (FLTP), including by expanding the allowable use of funds under the program to include provisions for individuals with disabilities, as well as projects to improve the resilience of Federal lands and transportation facilities.

Section 1132. Tribal transportation program.

This section makes changes to the Tribal Transportation Program (TTP), including allowing for any discretionary grants under title 23 or title 49, United States Code, awarded to an Indian Tribe to be administered as if allocated under the TTP program. It also excludes road grading from the limitation on funds that may be spent on maintenance.

Section 1133. Federal lands transportation program.

This section makes changes to the FLTP, including allowing for program funds to support facilities for provisions for individuals with disabilities and projects to improve the resilience of Federal lands transportation facilities.

Section 1134. Federal lands access program.

This section makes changes to the Federal Lands Access Program (FLAP), including expanding the allowable uses of funds under the program to include provisions for individuals with disabilities and projects to improve resilience.

Section 1135. Nationally significant Federal lands and tribal projects program.

This section updates the Nationally Significant Federal Lands and Tribal Projects Program by lowering the required project cost threshold to $5 million, down from $12.5 million.

Section 1136. Tribal high priority projects program.

This section reauthorizes the Tribal High Priority Projects program from FY 2027 through FY 2031.

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Section 1137. Consolidation of programs.

This section reauthorizes several safety programs from FY 2027 through FY 2031.

Section 1138. Update to nonmotorized trails definition.

This section makes changes within the Recreational Trails Program (RTP) to update the definition of "motorized recreation" to provide an exception for electric bicycles. This section also adds language to provide that a state or local government may restrict or prohibit the operation of an electric bicycle, including a specific class of electric bicycle, on a non-motorized recreational trail.

Subtitle B – Improved Project Delivery and Environmental Streamlining

Section 1201. Project approval and oversight.

This section increases the cost threshold for which value engineering is required for projects on the National Highway System to $100 million. It also increases the cost threshold for major projects to $1 billion and indexes the cost threshold to inflation.

Section 1202. Exemption from review.

This section exempts certain housing, building, and transportation projects from Department of Transportation (DOT) section 4(f) review if those projects that have already been exempted from section 106 review under the *National Historic Preservation Act*. The full list of projects exempted can be found in the appendices of a program comment finalized by the Advisory Council on Historic Preservation on April 2, 2025. This section prohibits the exemption from applying to parts of a project not found in the program comment and to projects on Tribal lands unless a Tribal historic preservation officer allows it.

Section 1203. Efficient environmental reviews for project decisionmaking and One Federal Decision.

This section makes various changes to the statute governing DOT's environmental review processes, including requiring the Secretary to designate a single modal administration to serve as the Federal lead agency and requiring the Secretary to biennially review environmental review practices and regulations for areas of improvement. This section also clarifies environmental review timelines and page limits for the *National Environmental Policy Act* (NEPA) and extends a provision that limits the period in which a highway or transit project permit or approval may be challenged in court to rail projects. Finally, this section also requires the Secretary to update and evaluate its catalog of FHWA categorical exclusions for potential use by other agencies every three years.

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Section 1204. Reporting program.

This section requires the Secretary to make any report on NEPA issued pursuant to this section publicly available on a DOT website within 30 days of its submission.

Section 1205. Termination of environmental review implementation funds program.

This section terminates the environmental review implementation funds program.

Section 1206. Streamlining of environmental document preparation.

This section allows an operating administration within DOT that is the lead agency for an environmental impact statement to eliminate an alternative for a proposed project from detailed consideration in the environmental impact statement if the alternative was previously considered and rejected in certain planning products, the lead agency provided guidance to the planning entity on environmental review, the process included opportunity for public review and comment, and the lead agency reviewed the planning entity's evaluation of the alternative.

Section 1207. State and eligible entity assumption of responsibility for categorical exclusions.

This section amends section 326 of title 23, United States Code, to allow certain transit agencies in urbanized areas to assume responsibility for determining the applicability of categorical exclusions. The Secretary is required to establish qualifications for permit a transit agency to assume responsibility. This section also extends the initial terms of an agreement related to the assumption of responsibilities for categorical exclusions to five years and allows an entity to renew the agreement for an additional 10-year term if they have assumed responsibility for at least 10 years.

Section 1208. Surface transportation project delivery program.

This section makes changes to the Surface Transportation Project Delivery Program, commonly referred to as NEPA assignment. This section updates the program to allow for states with NEPA assignment to assume environmental review of projects crossing state boundaries. This section extends the period a state may renew their participation in the program by stipulating that states that have assumed such responsibilities for five years may renew their participation in the program for a term of 10 years. Further, it limits the requirements for a state's written agreement to those described in the underlying section. This section also requires a state to notify the Secretary 180 days before they plan to terminate their participation.

Section 1209. Program for eliminating duplication of environmental reviews.

This section permanently extends the program that allows states that have assumed the responsibility for environmental reviews to make approvals for projects under state environmental laws rather than under NEPA.

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Section 1210. Training and education; best practices.

This section requires the National Highway Institute to offer classes relating to contract management, competition in contracting, contract scoping, and managing state contract officers and engineers. This section also requires the DOT to develop and maintain best practices for states to improve contract specificity and increase competition. States are required to submit a plan to DOT on how they intend to implement best practices.

Section 1211. Accelerated decisionmaking in environmental reviews.

This section clarifies that a DOT operating administration may adopt and incorporate by reference various environmental review documents published by operating administrations.

Section 1212. Aligning Federal environmental reviews.

This section requires the Secretary, in coordination with the heads of relevant Federal agencies, to establish and periodically update a coordinated environmental review and permitting process for transportation projects and maintain a checklist for project sponsors to identify potential natural, cultural, and historic resources in the area of a proposed project. The Secretary is required to include any challenges in aligning Federal environmental reviews under this section in their biennial report to Congress.

Section 1213. FTA allowance of land acquisition.

This section allows the Secretary to reimburse a recipient for the acquisition of real property interests before the completion of environmental reviews without affecting subsequent approvals required for the project. This section clarifies that a recipient may carry out, at their own expense, the acquisition of interests in real property before the completion of NEPA, without affecting subsequent approvals for the project, and may seek reimbursement if the real property interests are incorporated into an eligible capital project.

Section 1214. Categorical exclusion for projects of limited Federal assistance.

This section increases the cost thresholds under which projects can qualify for the categorical exclusion for projects of limited Federal assistance. Projects that receive less than $12,000,000 in Federal assistance can now qualify (up from $6,000,000), as can and projects with a total cost of $70,000,000 (up from $35,000,000). The use of such categorical exclusion is limited to DOT.

Section 1215. Programmatic agreements.

This section extends the use of state categorical exclusion programmatic agreements from the FHWA to the entire DOT and requires the Secretary to include determinations of types of projects that may be categorically excluded. The Secretary is further required to revise the template programmatic agreement to include an updated list of projects that may be categorically excluded under NEPA to increase flexibility for states.

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Section 1216. Streamlining tribal categorical exclusions.

This section directs the Secretary to develop a set of shared procedures with other Federal agency heads to allow sponsors of eligible Tribal transportation program projects to submit one document demonstrating they have met the conditions for a categorical exclusion under NEPA.

Section 1217. Streamlining small safety projects.

This section requires the Secretary to publish a uniform checklist for project sponsors to determine if certain safety projects qualify for a categorical exclusion.

Section 1218. Updates to categorical exclusions for public transportation projects.

This section directs the Secretary to establish categorical exclusions the Federal Transit Administration (FTA) may use, including clarifying the use of categorical exclusions for the construction, repair, or replacement of transit shelters within an existing right-of-way. The Secretary is directed to minimize, to the greatest extent practicable, the documentation needed for a project if it is subject to a categorical exclusion or is subject to historic preservation review. The Secretary is further required to issue guidance to recipients of assistance on the process and procedure for projects that are subject to historic preservation review and brief Congress on the actions taken to carry out this section.

Subtitle C – Miscellaneous

Section 1301. Transportation rulemaking committees.

This section establishes a framework for the implementation of transportation rulemaking committees (TRCs). This section requires that the Secretary make all reports and recommendations produced by a TRC publicly available prior to initiating an applicable rulemaking and that any rulemaking resulting from a TRC is promulgated by a Notice of Proposed Rulemaking (NPRM).

Section 1302. Vehicle weight limits.

This section amends vehicle weight limitations on the interstate system. It makes technical changes to only permit an emergency vehicle or covered heavy-duty tow or recovery vehicle to operate in excess of the weight limitation under a state permit. It provides parity for the weight of hydrogen vehicles with existing exemptions for gas and electric battery vehicles and allows for a 10 percent shift in weight variance along the axles of commercial motor vehicles carrying dry bulk goods. This section also adds state specific exemptions for weight limitations on the interstate system in the States of Arkansas, Louisiana, and Iowa, issued by special permits for covered agricultural and logging vehicles or divisible loads.

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Section 1303. Designation of high priority corridors on the National Highway System.

This section designates two routes as high priority corridors: U.S. Route 74 from I-26 in the vicinity of Columbus, North Carolina to I-85 in the vicinity of Kings Mountain, North Carolina; and U.S. Route 421 from Wilkesboro, North Carolina to Winston Salem, North Carolina.

Section 1304. Safety coordinators; determination of reasonable cost.

This section makes changes intended to ensure state bicycle and pedestrian coordinators are focused on nonmotorized transportation safety. This section also makes changes to existing language to provide that the Secretary may require a highway bridge deck being replaced or rehabilitated with Federal funds to provide for the safe accommodation of pedestrians and bicyclists if the Secretary determines that such accommodation was not included in the original project scope and can be provided at a reasonable cost.

Section 1305. Updates to manual on uniform traffic control devices.

This section requires the Secretary, when updating the Manual on Uniform Traffic Control Devices (MUTCD), to establish a standard for the minimum level of required retroreflectivity of traffic control devices and pavement markings. The resulting standard shall ensure that a minimum level of retroreflectivity is met in wet conditions and standardize border and lag contrast pavement markings on light-colored pavements and bridges.

Section 1306. Design standards.

This section requires the Administrator to develop a list of categorial design exceptions from standards for the National Highway System for categories of multimodal projects and features on Federal-aid highways, including those that are recommended by FHWA, improve safety for vulnerable road users, and are currently subject to the design exception process.

Section 1307. Modernizing roadside safety hardware devices and administration policies.

This section prohibits the Secretary from issuing a Federal-aid reimbursement eligibility letter for roadside safety hardware devices that do not meet the applicable crash test criteria in the "Manual for Assessing Safety Hardware (MASH), Second Edition," so long as the Secretary is permitted to issue reimbursement eligibility letters for roadside safety hardware devices. This section further directs the Secretary to issue a NPRM to update standards and laboratory testing requirements for roadside safety hardware devices. The Secretary is required to establish a transportation rulemaking committee, not later than one year after enactment of this Act, to develop recommendations to increase the safety and performance of roadside safety hardware devices and inform the NPRM. After a final rule is issued, in accordance with the NPRM, the Secretary may not issue a Federal-aid reimbursement letter for roadside safety hardware devices.

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Section 1308. Audit of FHWA oversight of roadside safety hardware devices.

This section requires the DOT's Inspector General to conduct an audit of FHWA's oversight of roadside safety hardware devices, including state and territory standards and design specifications, crash testing, and state and territory compliance with the most recent MASH standards. The Inspector General is required to submit a report to Congress within one year after the audit is initiated, with recommendations to improve FHWA's oversight of roadside safety hardware devices.

Section 1309. Interagency bridge strike working group.

This section requires the Secretary to establish an interagency bridge strike working group to coordinate between the Department and other agencies and provide guidance to bridge owners on evaluating and reducing the risk of bridge collapse from a vessel collision. The interagency working group is required to report to Congress and provide an analysis of current bridge vulnerabilities that risk leading to a collapse, recommendations for bridge owners to reduce risks, as well as provide recommendations on any policy changes necessary to prevent bridge collapses due to vessel strikes.

Section 1310. Bridge clearance best practices.

This section requires the Secretary to establish a bridge clearance strike working group to make recommendations on ways to improve public-private data sharing regarding bridge clearance height and the routing of commercial motor vehicles, including such rental vehicles. The working group is required to report to Congress with recommendations, including to improve the availability of information and route signs specific to commercial motor vehicles or rental vehicles on GPS navigation systems and driver knowledge and awareness about bridge clearance strikes.

Section 1311. U.S. Congressman and prisoner of war Sam Johnson memorial highway.

This section designates the portion of U.S. Highway 75 between President George Bush Turnpike and U.S. Highway 380 previously designated as "Sam Johnson Highway", as the "U.S. Congressman and Prisoner of War Sam Johnson Memorial Highway."

Section 1312. Technical assistance for contracting.

This section allows for the Secretary to provide technical assistance to, and develop guidance and best practices for, state departments of transportation regarding the use of the lump sum payment method in procurement and administration of engineering and design services, including benefits and risks.

Section 1313. Preventing anticompetitive bidding practices.

This section requires the Secretary to issue guidance to state departments of transportation on proactively preventing anticompetitive bidding practices on Federal-aid highway projects. It also

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requires the Secretary to establish a transportation rulemaking committee to provide recommendations to revise Federal regulations to prevent and protect against anticompetitive bidding practices.

Section 1314. Study on effectiveness of discretionary grant programs.

This section requires the Comptroller General to conduct a study on the effectiveness of highway-related discretionary grant programs administered by DOT, including a review of the criteria used by the Department to evaluate and select projects, trends in funding allocations across project types, geographic regions, and jurisdictions, the average timeline from application submission to obligation of funds, the outcome of projects, and the frequency with which grant recipients at the local government level attempted to seek funding with alternative funding sources, including formula funds. The Comptroller General is required to report to Congress with recommendations associated with the results of the study, including to enhance project selection criteria, minimize cost overruns and delays in project delivery, better align discretionary grant program criteria with statutory program requirements and objectives, and improve the efficiency and administration of discretionary programs.

Section 1315. Study on the effectiveness of formula grant programs.

This section requires the Comptroller General to conduct a study on the effectiveness of highway formula grant programs, including a review of the criteria used by state departments of transportation to evaluate and select projects. The review will examine the alignment of formula funding use with the national performance goals established under section 150 of title 23, United States Code, and procedures used by states to provide formula funds to regional or local governments within the state when appropriate. The study also requires the Comptroller General to examine the extent to which the highway formula fund increases have or have not led to the attainment of national performance goals. The Comptroller General is required to report to Congress with recommendations associated with the results of the study.

Section 1316. National Academies review of highway systems.

This section requires the Secretary to seek to enter into an agreement with the Transportation Research Board (TRB) of the National Academy of Science to conduct a comprehensive study to review various FHWA recognized highway networks and systems, including the necessity of such networks and systems and how they interact. The section requires the TRB to submit to the Secretary and Congress a report describing the results of the study.

Section 1317. Review of state and local consultation processes.

This section requires the Comptroller General to review the STBG program, including the process by which FHWA notifies states and MPOs of amounts to be apportioned, amounts apportioned to states required to be obligated in areas based on population, including unobligated amounts, consultation processes established by states to consult with MPOs and RTPOs, and state selection processes for projects funded by amounts required to be obligated in areas based

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on population. The Comptroller General is required to report to Congress on the review and provide any recommendations to improve consultation processes.

Section 1318. Emergency relief working group.

This section requires the Secretary to convene a working group to provide recommendations for supporting emergency relief efforts following natural disasters and assessing vulnerabilities in surface transportation assets. This section requires the working group to include representatives from FHWA, FMCSA, FTA, the Federal Emergency Management Agency (FEMA), state departments of transportation, transit agencies, and any other stakeholders the Secretary determines appropriate. The working group is tasked with analyzing and making recommendations on best practices for a state or transit agency to facilitate projects.

Section 1319. Stopping threats on pedestrians.

This section reauthorizes the Stopping Threats on Pedestrians program through FY 2031.

Section 1320. Eliminating unnecessary reporting and requirements.

This section eliminates unnecessary reporting requirements.

Section 1321. Contracting for engineering and design services.

This section ensures that the State of Minnesota is subject to requirements for contracting for engineering and design services.

Section 1322. Advancing projects in cold weather states.

This section requires the Secretary to review policies and procedures of FHWA relating to the Federal-aid highway program to ensure sufficient prioritization of reviews for construction projects in states in which construction season may be limited by cold weather.

Section 1323. Interagency working group on roadway management in inclement weather.

This section requires the Secretary to establish an interagency working group to develop best practices for roadway management in inclement weather. The interagency working group is required to report such best practices to Congress.

Section 1324. Termination of neighborhood access and equity grant program.

This section repeals the Neighborhood Access and Equity Grant Program.

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Section 1325. Task force on developing a 21st century surface transportation workforce.

This section requires the Secretary to establish a task force on developing a 21st century surface transportation workforce to develop recommendations and strategies for the DOT to attract individuals to surface transportation careers and address any barriers.

Section 1326. Study on national commuting trends.

This section requires the Secretary to seek to enter into an agreement with the TRB of the National Academies to conduct a study on national trends related to commuting. The TRB is required to submit to the Secretary and Congress a report containing the results of the study, including an analysis of the impacts of commuting trends evaluated and recommendations for state departments of transportation and MPOs.

Section 1327. Notification on regressive safety targets.

This section requires the Secretary to notify Congress when a state sets a regressive performance target under HSIP.

Section 1328. Study on domestic availability of yellow paint.

This section requires the Secretary to study the feasibility of requiring yellow paint (including pigment used to produce water-based paint) for road and highway surface markings to be manufactured domestically. The Secretary is required to report to Congress on the findings under the study. Further, this section directs the Secretary, if it is determined there is sufficient domestic manufacturing capacity of yellow paint to address the needs of all road and highway surface markings in the United States, to recommend to the Director of the Office of Management and Budget to update relevant Buy America guidance to reflect such determination.

Sec 1329. Study on corrosion prevention for bridges.

This section requires the Secretary to carry out a study on best practices for addressing corrosion on weathering steel bridges, as well as the frequency and method of inspecting corrosion on steel bridges.

Section 1330. Funding Federal-aid highways guidance.
This section requires the Secretary to update and make publicly available the FHWA publication titled, “Funding Federal-aid Highways,” to account for changes in law since the publication date.

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Title II – Transportation Infrastructure Finance and Innovation

Section 2001. Infrastructure finance.

This section reauthorizes the *Transportation Infrastructure Finance and Innovation Act* (TIFIA) credit assistance program. This section adds the purchase or lease of drayage trucks as an eligible project in the TIFIA program. Additionally, this section requires the Secretary of Transportation to accept a qualified institution's creditworthiness analysis on behalf of a TIFIA applicant in combination with the Build America Bureau's own creditworthiness analysis.
This section lowers the threshold for intelligent transportation system projects to qualify, at $10 million, and increases the project cost threshold for rural projects to $150 million, adjusted annually for inflation. It clarifies that NEPA is not applicable to land acquisitions by a nonpublic entity if the purchase occurs prior to an application for TIFIA and codifies two categorical exclusions regarding rehabilitation of existing facilities and projects built on land previously disturbed for transportation use. This section also allows the Secretary to delay loan disbursement at the request of an obligor after the project is determined to be in substantial completion.

Lastly, this section requires the Secretary to reserve $3 million set aside to provide assistance to small projects under $75 million. It reauthorizes the State Infrastructure Bank Program as well as the allowance of the use of up to 15 percent of TIFIA funds for airport-related projects.

Section 2002. Emergency loan relief due to a major disaster.

This section provides emergency loan relief if an eligible borrower of a TIFIA loan is unable to generate sufficient revenues due to a major disaster. The borrower may request the Secretary reset the interest rate of the loan. Upon request, the Secretary must determine that the borrower is unable to yield the necessary funds and consider if loan modifications would mitigate the financial impact or protect the interests of the Federal Government. This section also allows the Secretary to permit an obligor to add unpaid principal and interest to the outstanding balance of the loan for an aggregate period of not more than five years and extend the disbursement period as applicable.

Section 2003. Personnel management authority.

This section allows the Secretary to carry out a program of personnel management to improve recruitment and retention of experts in finance and investment for the National Surface Transportation and Innovative Finance Bureau. Under this section, the Secretary may appoint 20 positions in the Bureau to have a basic pay rate up to 150 percent of the total annual compensation payable to the Vice President, and pay for the travel, transportation, and relocation expenses for up to five of the positions.

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Section 2004. Study on establishment of Federal Infrastructure Bank.

This section directs the Secretary to enter into an agreement with the National Academies to conduct a study on the establishment of a Federal Infrastructure Bank. The study will identify potential forms of credit assistance, examine the potential financial benefits a Federal Infrastructure Bank offers, and analyze best practices of other infrastructure banks. The National Academies is required to consult with the Secretary, state infrastructure banks, and stakeholders with expertise in financial markets and infrastructure financing and submit a report detailing the findings of the study to Congress within two years.

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Title III – Public Transportation

Subtitle A – Reforms

Section 3001. Purpose and declaration of policy.

This section amends FTA's statutory mission to prioritize the delivery of safe, high-quality transit services and the safe transportation of passengers, workers, and property on Federally funded public transportation systems.

Section 3002. Definitions.

This section provides chapter-wide definitions for the terms "capital asset" and "transit asset management plan" as well as amends the definition of the term "associated transit improvement" to require that a transit improvement project be carried out within a specified distance from a transit facility depending on the type of project. This section also amends the chapter-wide definition of "capital project" to clarify that certain software is eligible as a capital project for purposes of Federal transit law.

Section 3003. Transportation planning.

This section amends planning provisions in Federal transit law as they relate to metropolitan transportation planning and statewide and nonmetropolitan transportation planning. Specifically, amendments in this section ensure such planning requirements account for the new consolidated block grant program (as such program is established by section 3006 of the bill), streamline public comment and review for amended Transportation Improvement Programs (TIPs), and scale back voluntary housing coordination and planning processes.

Section 3004. Planning programs.

This section aligns the definition of the term "State" with the chapter-wide definition of such term across all planning provisions in Federal transit law. This section also allows the FTA to waive both metropolitan and statewide planning requirements as they relate to certain territories in a manner commensurate with the FHWA's planning authorities relating to territories.

Section 3005. Urbanized area formula grants.

This section amends the urbanized area formula grant program for purposes of: (1) allowing transit agencies operating a maximum of 125 buses to use a portion of their urbanized area formula funds for operating expenses; (2) eliminating redundant public hearing requirements; (3) requiring all transit agencies receiving urbanized area formula funds to spend at least one percent of that funding on crime prevention and security projects; (4) requiring all transit agencies receiving to spend at least one percent of their urbanized area formula funds on projects to improve accessibility for individuals with disabilities; (5) streamlining required audits provided the Secretary determines that the recipient has not established a pattern of deficiency in fulfilling grant requirements; and (6) consolidating various passenger ferry programs.

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Section 3006. Consolidated state block grant program.

This section establishes a consolidated state block grant program that allows the Secretary to allocate a lump sum to participating states for purposes of funding public transportation services in rural areas and in urbanized areas. A state must first notify designated recipients of the state's intent to participate in the block grant program and afford them the chance to opt in or out, and designated recipients are subsequently required to coordinate with direct recipients in the relevant urbanized area. Primary urbanized areas are prohibited from receiving block grant assistance from a state, rather, such areas will continue to obtain formula funding from the FTA in the same manner provided prior to the establishment of this program.

Section 3007. Fixed guideway capital investment grants.

This section makes several changes to the Capital Investment Grants (CIG) program to streamline project delivery and improve program efficiency. Specifically, amendments to the CIG program in this section do the following: (1) expand the definition of "core capacity" to include projects that substantially increase the capacity of a system (in part or in whole) as well as makes eligible projects that reduce passenger travel time, including for passengers with disabilities and those who use wheelchairs; (2) rename "small starts" to "streamlined starts" and raise the maximum Federal assistance in a manner that captures most bus rapid transit projects as streamlined start projects; (3) Require applicants for new start, core capacity, and streamlined start projects to have initiated NEPA and have completed 30 percent of design and engineering prior to entering Project Development; (4) Allow applicants to receive a rating adjustment in rating certain criteria if the project will promote housing development along the project route; (5) require the Secretary to update the CIG policy guidance every two years and to issue specific policy guidance for core capacity projects that improve accessibility of the system; (6) prohibit the Secretary from locking in the government's contribution until 120 days after the project enters the engineering phase; and (7) codify the Expedited Project Delivery program established under the *Fixing America's Surface Transportation* (*FAST*) *Act*, make project elements designed to achieve a state of good repair eligible, and raise the award amount to 40 percent of the net capital project cost.

Section 3008. Formula grants for enhanced mobility of seniors and individuals with disabilities.

This section codifies section 3006(b) of the *FAST Act*, the Innovative Coordinated Access and Mobility Program (ICAM). This section also amends the ICAM program to allow for projects to improve access to a facility of the Department of Veterans Affairs or an organization or facility that provides services to veterans using funds provided by the Department of Veterans Affairs.

Section 3009. Formula grants for rural areas.

This section amends the formula grants for rural areas by adding a new definition for the term "insular area" in the definitions subsection and establishing a new insular area public transportation assistance program. This section also specifies a set-aside of $25,000,000 for each

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fiscal year to carry out the rural and insular component of the consolidated competitive ferry program. This section also amends the intercity bus transportation subsection to allow bus facilities that support intercity bus service to or from rural areas to be eligible for capital assistance and to clarify that an intercity bus project may extend beyond one or more state boundaries provided the project meets certain criteria. This section also establishes a minimum apportionment amount for calculating vehicle revenue miles relating to formula grants for public transportation on Indian reservations. Lastly, this section allows an Indian tribe to use its formula funding in the same manner as a recipient of Federal assistance under the new consolidated block grant program (as such program is established by section 3006 of the bill).

Section 3010. Technical assistance and workforce development.

This section allows the Secretary to issue grants to provide technical assistance to transit agencies and to advance the development of voluntary and consensus-based standards. Additionally, this section codifies FTA's Transit Workforce Development Center for purposes of supporting the workforce development needs of urban, suburban, tribal, and rural public transportation authorities across the United States. Specifically, the Center is directed to improve access to on-the-job training opportunities, develop and maintain a workforce development strategy, and build awareness of youth-oriented programs for students to learn about careers in public transportation. Lastly, this section provides definitions for the terms "armed forces," "high school; secondary school," "institution of higher education", and "post secondary vocational institution."

Section 3011. Bus testing facility.

This section amends Federal bus testing requirements to allow the Secretary to test new bus models equipped with advanced bus technologies. This testing may occur either at the current Federal bus testing center in Altoona, PA, or at another location if the Secretary determines that the facility in Altoona is not equipped to test such new bus models. This section also reduces the Federal cost share of bus testing to 60 percent (down from 80 percent) and provides for a technical rewrite of the bus test pass/fail standard in the underlying code.

Section 3012. Crime prevention and security.

This section rewrites the underlying crime prevention and security section in code for purposes of specifying eligible activities a transit agency may undertake to address crime and improve safety through expending the required crime prevention and security set-aside provided for in section 3005 of the bill. This section also broadens transit funding eligibility to allow a transit agency to contract with local law enforcement and to hire transit support specialists who are trained to carry out a variety of duties to improve the security of public transportation systems. The section also allows a transit agency to expend up to 1.5 percent of urbanized area formula funds on operating costs for projects that reduce crime and improve security. Lastly, this section allows the Secretary to withhold 10 percent of urban area transit grant money if a jurisdiction lacks criminal or civil enforcement mechanisms to protect against fare evasion and unauthorized transit system access.

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Section 3013. General provisions.

This section provides for various amendments to the general provisions section in chapter 53, of title 49, United States Code. Specifically, amendments in this section do the following: (1) require the Secretary to issue a determination within 120 days of receiving a complaint of an alleged violation of the charter bus rule; (2) allow for a 90 percent cost share for the procurement of vehicles or vessels (ferryboats) that comply with the *Americans with Disabilities Act of 1990* (ADA), among other statutes; (3) require the Secretary to issue Buy America waiver determinations within 180 days from the date on which an applicant submits a waiver request to the Secretary while simultaneously providing authority to extend the deadline for six months, if necessary; (4) strengthen reasonable access to public transportation facilities for intercity passenger bus services by requiring a recipient to provide a response within 90 days to requestors seeking access to such facilities, as well as require the Secretary to establish and make publicly available a reasonable access standard to ensure compliance; (5) prohibit Federal assistance from being used to purchase rolling stock or powertrain components from companies under China's influence and eliminate the lifetime exemption to purchase rolling stock from a state-owned enterprise provided under current law to certain transit agencies; (6) codify FTA policy allowing for advance payments for bus rolling stock; and (7) establish a maximum Federal contribution for buses procured using Federal funds. The maximum Federal contribution varies by bus length and propulsion type and does not apply in instances where vehicles are being procured through a specified State procurement schedule.

Section 3014. Public transportation emergency relief program.

This section amends the FTA's public transportation emergency relief program by establishing a six-year period of availability for the obligation of emergency relief grants. The Secretary may extend the period of availability of the award if an insurance claim related to a project that has received funding has not been adjudicated within the six-year period of availability.

Section 3015. Contract requirements.

This section amends procurement requirements related to the acquisition of rolling stock. Specifically, this section requires a recipient that acquires bus rolling stock through the competitive procurement process to utilize performance specifications in the procurement process to the greatest extent practicable.

Section 3016. Transit asset management.

This section updates the transit asset management section in chapter 53 of title 49, United States Code, to account for the 2016 transit asset management rulemaking the code statutorily required. This section prohibits the Secretary from construing the changes made to the law as requiring updates to the transit asset management regulations in part 625 of title 49, Code of Federal Regulations, or imposing new requirements on tier II providers beyond what the regulations require present day.

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Section 3017. Project management oversight.

This section requires the Secretary to update regulations in part 633 of title 49, Code of Federal Regulations, for purposes of modifying the term "major capital project" and providing that compliance reviews may occur annually rather than quarterly. Specifically, the section amends the term "major capital project" to specify that the term excludes a project to maintain or rehabilitate a vehicle or a project a project with an estimated total cost of less than $1,000,000,000, unless the Secretary determines project management oversight will benefit the Federal Government or the recipient.

Section 3018. Public transportation safety program.

This section amends the public transportation safety program carried out by the FTA. Specifically, the section requires the Secretary to maintain the national public transportation safety plan in manner aligns with the Secretary's current practices in implementing the safety plan. This section also requires the Secretary to update the national public transportation safety plan at least once every five years. The section amends the risk reduction program required for transit agencies in large urbanized areas to clarify that the programs must improve workplace safety for frontline employees; and requires these programs to improve passenger safety system-wide, including through a reduction in the number and rates of assaults and other violent crimes on transit passengers and mitigating fare evasion.

Section 3019. Administrative provisions.

This section allows recipients and subrecipients of FTA assistance to retain asset disposition proceeds provided the proceeds are reinvested in capital projects.

Section 3020. National transit database.

This section provides for a technical rewrite of the national transit database (NTD) section in chapter 53 of title 49, United States Code, and establishes two new required data sets that transit agencies must report for inclusion in the NTD. Specifically, and in addition to the data already required, recipients must report for inclusion in the NTD the following: (1) data relating to a public transportation system's revenue loss because of fare evasion for each mode; and (2) data on assaults and other violent crimes on transit passengers while onboard public transportation vehicles and in public transportation facilities.

Section 3021. Apportionment of appropriations for urbanized area formula grants.

This section increases the apportionment amount for the small transit intensive cities formula to five percent (up from three percent), provides a set-aside of $125,000,000 million for urban ferry grant recipients under the new competitive ferry grant program, and requires certain transit agencies directing assistance to an inaccessible rail fixed guideway system to expend a specified percentage of transit grant funding on projects to improve accessibility for persons with disabilities, including individuals who use wheelchairs. This section also includes technical and conforming amendments.

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Section 3022. State of good repair grants.

This section amends the state of good repair grants program to emphasize that such grants are for the purpose of ensuring the safety of public transportation systems. Amendments in this section also eliminate the competitive rail vehicle replacement grants program, among other technical and conforming changes.

Section 3023. Authorizations.

This section provides for a general rewrite of the authorization section in chapter 53 of title 49, United States Code, to specify funding amounts for all formula and discretionary programs for each of FYs 2027 through 2031.

Section 3024. Grants for buses, bus facilities, and ferries.

This section applies the chapter-wide definition of "State" to include territories in the national distribution of bus and bus facility funds and increases the amount of funds reserved for each state through this distribution. It amends the distribution of the remaining formula funds, including by adding a new allotment for transit providers in rural areas. This section amends the period of availability for bus formula funds to six years, up from four years. Further, this section modifies the bus and bus facilities competitive program and ensures that all vehicle propulsion types remain eligible, retains the workforce development training activities section, and provides an allowance that territories may use funds provided under this section for ferry projects.

Section 3025. Apportionments based on growing states and high density States formula factors.

This section applies the chapter-wide definition of "State" to include territories in the apportionment formulas for growing states and high density states, among other conforming amendments.

Subtitle B – Miscellaneous

Section 3101. Definitions.

This section defines the terms "appropriate committees of Congress" and "transit agency," which apply throughout Subtitle B of Title III of the bill.

Section 3102. Protecting bus operators from risk of assault.

This section establishes a bus driver safety working group to review and make recommendations to the Secretary on transit bus design and safety standards to protect operators from the risk of assault on a transit worker. This section also requires fully enclosed operator workstation barriers in newly manufactured fixed route buses 30 feet or more in length beginning two years after the date of enactment.

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Section 3103. Spare ratio modification.

This section prohibits the Secretary from issuing policy, regulations, or guidance that sets a transit vehicle spare ratio while simultaneously maintaining the Secretary's authority to require a transit agency to provide a justification for purposes of acquiring new rolling stock.
This section also requires the Secretary to update FTA Circular 5010.1F titled, "Award Management Requirements" and any related guidance documents within 180 days of enactment to bring existing agency rules into compliance with this new provision.

Section 3104. Special rule for certain transportation services.

This section codifies and clarifies the application of FTA's "taxicab exemption." Specifically, this section prohibits the Secretary from considering a driver of a transportation network company or a taxicab service as being an employee and a contractor of a Federally funded transit agency unless a transit agency that is a contractee of such transportation network company or taxicab service fails to give customers for each ride more than one choice in companies providing transportation services and provide the customer with a written or verbal explanation on the differences between the alcohol and controlled substances testing requirements that may apply for drivers of each company. This section also specifies that a transit agency that enters into an agreement with a transportation network company or a taxicab service shall ensure that such transportation services solely serve to supplement, not supplant, fixed route or route-based public transportation provided by the transit agency.

Section 3105. Innovative procurement.

This section amends the innovative procurement program by expanding eligibility for local governments and adding new eligible costs. Amendments also eliminate burdensome agency reporting requirements.

Section 3106. Transit award management system improvement.

This section stipulates that within one year of enactment of the Act, the Secretary must ensure that the transit award management system, as it is used by the FTA to ensure that financial assistance specified in section 5333(b) complies with the requirements of such section, notifies only persons and entities directly affected by the relevant financial assistance.

Section 3107. Public transit first aid and emergency medical kit equipment and training.

This section requires the Secretary to establish a transportation rulemaking committee to review and develop findings and recommendations relating to whether public transit vehicles and stations should be required to carry first aid and emergency medical kits. Within 12 months of the committee being convened, the Secretary must submit a report to the relevant Congressional committees with regard to the rulemaking committee's findings and recommendations, including whether the Secretary intends to initiate any actions because of the rulemaking committee's findings.

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Section 3108. Improving transparency in certain urbanized areas.

This section requires designated recipients of the Urbanized Area Formula Program, Enhanced Mobility of Seniors and Individuals with Disabilities Program, State of Good Repair Program and Grants for Buses and Bus Facilities (sections 5307, 5310, 5337, 5339 of title 49, United States Code) in urbanized areas of more than a 200,000 population to submit a letter to the Secretary explaining the rationale for how Federal funds are split among direct recipients when a method for allocating assistance other than the Federal apportionment formula is used or when population data not produced by the United States Census is used. If an urban area fails to provide a rationale for its allocation method, the Secretary may withhold urban area grant program funds. The section directs the Secretary to publish annually on the FTA website each split allocation letter received from designated recipients for each fiscal year.

Section 3109. Extension of capital and preventive maintenance grants to Washington Metropolitan Area Transit Authority.

This section extends section 601(f) of the *Passenger Rail Improvement Act of 2008* to provide Federal funding for Washington Metropolitan Area Transit Authority capital projects and preventive maintenance through 2031.

Section 3110. GAO assessment of project contingency amounts.

This section directs the Comptroller General to study and report to Congress on the contingency amounts the Federal Government requires for major capital transit projects under the Capital Investment Grants program.

Section 3111. GAO report on universal design to improve accessibility.

This section directs the Comptroller General to study and report to Congress on the extent to which Federally funded transit projects incorporate universal design principles.

Section 3112. GAO study and report on National Transit Database data quality.

This section requires the Comptroller General to study the accuracy and consistency of data reported by transit agencies to the National Transit Database and the efficacy of FTA's current protocols for gathering and verifying reported data.

Section 3113. GAO study on transit system rider safety.

This section requires the Comptroller General to initiate a study to assess the FTA's efforts to improve rider safety on Federally funded public transit systems, including efforts to prevent assaults, harassment, and other security threats to passengers and transit employees. The Comptroller General is directed to report to Congress on the findings of the study.

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Section 3114. GAO study on CIG data collection and reporting requirements.

This section directs the Comptroller General to initiate a study to assess the efficacy of certain data collection and analysis requirements under the CIG program. In making recommendations, the Comptroller General shall consider opportunities to reduce data collection and reporting requirements for project sponsors as well as eliminate redundancies in Federal transit reporting requirements between other transit grant programs and CIG.

Section 3115. GAO assessment of paratransit software and technologies.

This section directs the Comptroller General to initiate a study within 180 days for purposes of assessing ADA paratransit software and technologies procured with Federal funds and make recommendations to improve service efficiency, access, and quality of life for paratransit riders while protecting sensitive rider and system data from cybersecurity threats. The Comptroller General mut submit a report to Congress within one year of initiating the study.

Subtitle C – Reorganization and Consolidation of Chapter 53

Section 3201. Transfer of certain sections in chapter 53 of title 49, United States Code.

For purposes of consolidating and improving readability of the code, this section transfers certain sections in chapter 53 of title 49, United States Code, to appear as subsections in other sections in the chapter. Specifically, amendments in this section transfer and redesignate the following sections: (1) section 5306 is transferred and redesignated to appear as 5323(y); (2) section 5325 is transferred and redesignated to appear as 5323(z); (3) section 5327 is transferred and redesignated to appear as 5323(aa); (4) section 5332 is transferred and redesignated to appear as 5323(bb); and (5) section 5315 is transferred and redesignated to appear as 5334(l).

Section 3202. Front matter of chapter 53 of title 49, United States Code.

This section amends the table of contents in chapter 53 of title 49, United States Code, by specifying the new front matter that accounts for the reorganized sections and establishing subchapters. This section also provides instructions to redesignate and transfer sections as provided in the table under subsection (b)(2).

Section 3203. Amendments to chapter 53 of title 49, United States Code, as amended by section 3202 of this Act.

This section makes several technical amendments to update cross-references in sections throughout chapter 53 of title 49, United States Code, to account for the redesignation and transfer of sections pursuant to sections 3201 and 3202 of the bill. This section also generally amends the authorizations section to account for the redesignation and transfer of sections pursuant to section 3202 of the bill.

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Section 3204. Conforming Amendments.

This section makes conforming amendments to provisions throughout United States Code that cross-reference sections in chapter 53 of title 49, United States Code.

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Title IV – Highway Safety

Section 4001. Authorization of appropriations.

This section authorizes appropriations out of the Highway Trust Fund for the National Highway Traffic Safety Administration (NHTSA) through FY 2031 for highway safety programs, highway safety research and development, the high-visibility enforcement program, administrative expenses, and the national driver register.

Section 4002. Consolidation and enhancement of highway safety programs.

This section consolidates the national priority safety programs under section 405 of title 23, United States Code, within the highway safety programs under section 402 of such title. This section outlines six core national priority programs: occupant protection, impaired driving, distracted driving, motorcyclist safety, non-motorist safety, and speeding; that states must address in their highway safety plans. If a state's fatality rate exceeds the threshold described for each national priority, then the state is required to expend funds commensurate with current section 405 spending levels in accordance with such national priority. If a state's fatality rate is less than the required threshold, then they are permitted to expend such funds on any eligibility under section 402.

This section further amends section 402 to add driver awareness of work zone safety, educational efforts on the improper and unsafe usage of trailers, interventions that reduce traffic incidents in school zones, micromobility safety, and programs that improve interactions between law enforcement and drivers with autism or a speech disability as eligible expenses to the highway safety grant program. It ensures projects eligible under section 405, including digital alert technology, safety efforts for vehicles stopped at the roadside, law enforcement education, and improvements to state safety data systems are eligible under section 402. This section also allows states to include work zone safety education in teen traffic safety programs.

This section directs the Secretary to provide technical assistance to states and local governments to improve safety data, including with regard to the role of drugs in serious injuries and fatal crashes, state efforts to align with the Model Minimum Uniform Crash Criteria, the use of safety data in transportation planning, and reporting underride crashes. This section ensures states are addressing the national priority safety initiatives in their highway safety plans and that the Department maintains a public dashboard of the projects funded under section 402 as well as each state's progress in meeting their safety targets.

Lastly, this section directs the GAO to review the consolidation of sections 402 and 405 and make recommendations to improve the transparency and efficacy of the highway safety grant program. GAO is required to submit a report summarizing their recommendations to Congress.

Section 4003. Highway safety research and development.

This section improves highway safety research and development by adding digital infrastructure technologies designed to improve roadway safety and prevent crashes as an eligible research and

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development activity. This section requires the NHTSA Administrator to submit a report to Congress on the status of the collaborative research effort to advance impaired driving prevention technology. This section also requires the Secretary to carry out a collaborative research effort focused on the effect marijuana and polysubstance impairment has on driving, ways to reduce drug-impaired driving, and proposing evidence-based impairment standards for marijuana or polysubstance use. This section establishes a national drug involved crash data collection system and authorizes the Secretary to award grants to states to support toxicology labs, specimen collection, and enhanced data collection. This section also reinforces that motor vehicle recalls may be distributed electronically.

Section 4004. High-visibility enforcement program.

This section authorizes the High-Visibility Enforcement Program from FYs 2027 through 2031 and revises the purpose of the program to include reducing motor vehicle speed in excess of the posted speed limit. This section directs the Secretary to establish two national public safety messaging campaigns focused on the illegal passing of school buses and counterfeit child restraint systems. This section also establishes a traffic safety enforcement Center of Excellence to provide technical assistance to state highway safety offices and law enforcement agencies on effective traffic safety enforcement policies to reduce roadway fatalities and injuries.

Section 4005. Protection of safety data.

This section amends section 407 of title 23, United States Code, by extending the protection of safety data to that which is provided by any public agency conducting safety-related analyses required by the Secretary.

Section 4006. Annual reporting requirements.

This section directs the Secretary to review NHTSA's execution of section 1300.35(b) of title 23, Code of Federal Regulations, to ensure the annual reporting requirements are appropriate relative to the amount of Federal funding provided. The Secretary is required to brief the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate on the review within one year.

Section 4007. Coordination of Federal highway and traffic safety programs.

This section directs the Secretary to improve coordination between the FHWA's Highway Safety Improvement Program and NHTSA's highway safety grant programs and ensure alignment with other related programs. This section requires the Secretary to align planning cycles, performance targets, and reporting timelines to provide flexibility for states to implement safety strategies consistent with their own safety plans. This section directs the Department to evaluate the administrative burden placed on states and revise processes and expectations to ensure an appropriate use of Federal funds. Lastly, this section ensures that required safety data reporting is protected in liability proceedings.

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Section 4008. Highway safety program effectiveness transportation rulemaking committee.

This section directs the Secretary to establish a transportation rulemaking committee to analyze the efficiency and effectiveness of NHTSA's administration of highway safety grants and promote a data-driven approach to reduce the number of traffic fatalities and serious injuries. The rulemaking committee shall be composed of representatives from the traffic safety industry, state highway safety offices, roadway safety advocates, state law enforcement, and local government. The rulemaking committee must submit a report to the Secretary detailing their recommendations to streamline requirements and reduce administrative burden. The Secretary is required to submit a report to Congress summarizing the recommendations of the committee and indicating if the Department plans to implement any recommendations.

Section 4009. Establishment of roadway worker protection interagency working group.

This section directs the Secretary to establish an interagency working group to make recommendations for the protection of roadway workers. The interagency working group shall be composed of representatives from FHWA, NHTSA, and the Occupational Safety and Health Administration (OSHA), and consult with stakeholders. The working group is required to submit a report to the Secretary on any limitations with data collection in work zones, the effectiveness of work zone safety contingency funds, local adoption of the Model Minimum Uniform Crash Criteria, and potential updates to educational materials and public awareness campaigns to improve work zone safety. The Secretary is required to submit a summary of the findings and an implementation plan to Congress. The interagency working group shall terminate 180 days after the Secretary receives the report.

Section 4010. Motorcycle advisory council.

This section authorizes the Motorcycle Advisory Council through October 1, 2031.

Section 4011. Motorcycle checkpoint funding.

This section amends section 4007 of the *FAST Act* to prohibit the Secretary from providing funds to a state or locality for any program that profiles or stops motorcycle operators solely based on their mode of transportation.

Section 4012. Pulsating light systems.

This section directs the Secretary to establish a transportation rulemaking committee to consider whether pulsating light systems are compliant with Federal Motor Vehicle Safety Number 108. The rulemaking committee shall have members, appointed by the Secretary, representing the automotive industry, experts in human distraction and in vehicle technology safety, and highway safety professionals. This section requires the rulemaking committee to submit a report to the Secretary detailing their recommendations and for the Secretary to submit a report to Congress summarizing the recommendations and indicating if the Department will implement any recommendations.

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Section 4013. Minimally obstructed forward-facing view in motorcoaches.

This section directs the Secretary to prescribe motor vehicle safety standards to require all new motorcoaches manufactured in the United States to have a minimally obstructed forward-facing view from the driver's seat, or a camera or other technology that expands the range of the forward-facing view of the driver if the view is obstructed.

Section 4014. Revision of student safety guidelines.

This section requires the Secretary to revise the Highway Safety Program Guideline Number 14 to encourage nonmotorized safety education for elementary and secondary school students and disseminate new model curriculum and guidelines to state educational agencies. The Secretary is required to submit a report to Congress on the status of updating and disseminating the guidelines within two years.

Section 4015. Micromobility safety.

This section directs the Secretary to conduct a study on the safety of micromobility transportation devices and technology, considering crash data, state laws regarding operator age, helmet use, and insurance or registration requirements, the type of micromobility device, and consumer education efforts. The Secretary is required to submit a report on the findings of the study to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate.

Section 4016. GAO study on highway safety data quality.

This section directs the GAO to conduct a study on the quality of highway safety data used in Federal transportation programs. In particular, the study must consider state-submitted safety data quality, including data on underride crashes, Federal reporting requirements, oversight and quality assurance protocols, data security measures, and how data quality affects the ability to assess state safety performance targets tied to Federal funding. The study requires the GAO to consult with state departments of transportation, state highway safety offices, transportation safety organizations, law enforcement, non-profit organizations, and the Department. The GAO is required to submit to Congress a report detailing the results of the study and any associated recommendations.

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Title V – Motor Carriers

Subtitle A – General Provisions

Section 5001. Authorizations of appropriations.

This section authorizes appropriations out of the Highway Trust Fund for the Federal Motor Carrier Safety Administration (FMCSA) through FY 2031 to carry out motor carrier safety assistance programs, the high priority program, the commercial motor vehicle enforcement training and support grant program, the commercial motor vehicle operators safety training grant program, the financial assistance program for commercial driver's license implementation, and to pay the administrative expenses of FMCSA.

Section 5002. Improvements to enforcement training and support grant program.

This section makes technical corrections to the enforcement training and support grant program to clarify that the purposes of the program are to train non-Federal employees who conduct commercial motor vehicle enforcement activities or who instruct and train non-Federal employees who conduct commercial motor vehicle enforcement activities. This section also requires FMCSA to issue such regulations as are necessary to revise part 385 of title 49, Code of Federal Regulations, to incorporate relevant certification and training standards for roadside inspectors and instructors.

Section 5003. Maintenance of effort.

This section makes a technical change to remove an outdated reference and allows a State to request the Secretary adjusts their maintenance of effort for use of Motor Carrier Safety Assurance Program (MCSAP) funds. The *FAST Act* required FMCSA to update its MCSAP formula, which became effective in FY 2021.

Section 5004. Amendments to commercial motor vehicle operators grant program.

This section renames the commercial motor vehicle operators grant program as the commercial motor vehicle operator safety training program. This section amends the program to allow the Secretary to develop additional quality and performance metrics to prioritize high quality training providers and includes a 50 percent set-aside for training providers that require minimum behind-the-wheel training hours.

Section 5005. Terms and conditions for exemptions.

This section directs the Secretary to establish terms and conditions for exemptions issued pursuant to section 31315 of title 49, United States Code. The terms and conditions must ensure each exemption will not degrade the level of safety. This section requires exemption holders to regularly submit incident data to the Secretary, immediately notify the Secretary in the event of a fatality or serious bodily injury, and produce official documentation from FMCSA for the exemption when they are inspected.

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Section 5006. Broker qualifications.

This section requires the Secretary to issue a final rule to implement the requirements related to the experience or qualifications for officers of freight brokers and freight forwarders to register. This section requires the Secretary to brief Congress on the status of the rulemaking every six months until a final rule is issued.

Section 5007. Motor carrier complaints.

This section directs the Secretary to implement the GAO recommendations in the report titled, "Motor Carrier Operations: Improvements Needed to Federal System for Collecting and Addressing Complaints Against Truck, Moving, and Bus Companies" to improve the National Consumer Complaint Database.

Section 5008. Cabotage study.

This section directs the Secretary to enter into an arrangement with the TRB of the National Academies to conduct a study on the safety and economic impacts of cabotage violations using commercial motor vehicles.

Subtitle B – Commercial Motor Vehicle Operators

Section 5101. Predatory commercial motor vehicle lease-purchase agreement programs oversight.

This section directs the Secretary to require motor carriers utilizing leased vehicles to provide a disclosure form for each party in the arrangement. The Secretary is required to publish a template for the disclosure form, that includes information related to potential financial expectations for the lessee. This section allows the Secretary to carry out a public awareness campaign on how standard lease-purchase programs work and the prevalence of predatory lease-purchase agreement programs. This section also directs the Secretary to issue a rulemaking to prohibit the use of predatory lease-purchase agreements.

Section 5102. Restroom access.

This section establishes restroom access requirements for commercial motor vehicle operators delivering goods or cargo to covered establishments or waiting at covered establishments to transport goods or for cargo to be loaded. Additionally, marine terminal operators, including port authorities, are required to provide enough restrooms for covered drayage truck operators in accessible areas, and ensure safe access and parking. This section does not require a covered establishment to make any physical changes to a covered restroom facility.

Section 5103. Application of commercial motor vehicle safety.

This section adds the United States Virgin Islands (USVI) and Puerto Rico to the definition of a State in chapter 313 of title 49, United States Code, to allow these territories to implement

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commercial driver's license (CDL) programs. FMCSA must assist the USVI and Puerto Rico to help them obtain full compliance with chapter 313 and provide a five-year grace period before apportioned funds may be withheld for failure to comply with any of the requirements.

Section 5104. Extension of apprenticeship pilot program.

This section extends the authorization of the Safe Driver Apprenticeship Program through September 30, 2031. It ensures that participants in the program are trained and able to safely transport goods to and from a port and ensures that the Secretary may not condition employer or driver participation in the program on any factors not included in the authorization of the program.

Section 5105. Codification of exemption.

This section exempts covered livestock hauling vehicles and their operators from electronic logging device requirements and Federal hours-of-service requirements within a 150 air-mile radius from the final destination of the livestock.

Section 5106. Modernization of farm-related service industries restricted commercial driver's licenses.

This section directs the Secretary to issue regulations necessary to allow each state to develop and make available an online registration and renewal system for eligible farm-related service employees who participate in the seasonally restricted CDL program.

Section 5107. Implements of husbandry compilation.

This section requires the Secretary to review how states define implements of husbandry, including whether they consider implements of husbandry to be commercial motor vehicle under state law and what relevant state laws apply. The Secretary must submit a report detailing the results of the study and include a determination if Federal regulations should clarify that implements of husbandry are not commercial motor vehicles.

Section 5108. Pre-trip vehicle inspection testing waiver.

This section allows states to waive the engine compartment pre-trip vehicle inspection skills ("under-the-hood") testing requirement for operators of school buses or public transit buses in intrastate commerce or interstate commerce within 150 air-mile radius of the point of origination. States must keep records of each CDL, adhere to all other CDL requirements, and report participation and safety data annually to the Secretary.

Section 5109. Modifications to certain commercial driver's license regulations.

This section directs the Secretary to issue a rulemaking to allow a state to administer a driving skills test to any CDL applicant, regardless of the state of domicile or state where the applicant received driver training. The rulemaking will require states to allow third party examiners to

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administer the CDL knowledge test if the examiner maintains a valid CDL test examiner certification, completes a CDL skills test examiner training course, and completes one unit of the knowledge tests.

Subtitle C – Commercial Motor Vehicle Safety

Section 5201. Motor carrier safety advisory committee.

This section reauthorizes the Motor Carrier Safety Advisory Committee through September 30, 2031.

Section 5202. Electronic logging device certification.

This section strengthens oversight of electronic logging devices (ELDs) by requiring the Secretary to verify the contact information of the certification applicant and the technical specifications of the proposed ELD and cross reference the certification application against revoked ELDs that do not meet the certification criteria. This section also requires the Secretary to publish and maintain a public website with an active list of ELDs that meet or do not meet the certification criteria, as amended by this section.

Section 5203. Safety performance history screening and DataQs improvement.

This section allows motor carriers to access safety records for prospective and current drivers. Any serious driver-related violation under contest must be flagged as such in Federal safety databases. States and Federal agencies are required to establish an appeals process within the DataQ system to allow affected parties to appeal the outcome of data reviews of serious driver-related violations. The appeals process must provide for timely adjudication by someone other than the original issuing authority.

Section 5204. Noncompliant training entities.

This section requires the Secretary to establish a process for the FMCSA to receive complaints for noncompliant training providers and remove such provider from the approved list within 90 days. This section also requires the Secretary to clarify that FMCSA may remove a training provider from the Training Provider Registry is the provider does not disclose a relationship with another provider who was removed from the Training Provider Registry or fails to maintain and enforce policies relating to sexual assault and sexual harassment.

Section 5205. Drug and alcohol clearinghouse fees.

This section allows fees collected under the drug and alcohol clearinghouse to be used for the development, modernization, enhancement, and maintenance of the clearinghouse.

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Section 5206. Federal hair testing guidelines.

This section directs the Secretary of Transportation to recognize hair testing as an approved specimen collection type within one year of the Secretary of Health and Human Services issuing scientific and technical guidelines for hair testing.

Section 5207. Drug and alcohol testing compliance.

This section directs the Secretary to publish guidance on who may act as a specimen collector for Department drug testing required under part 40 of title 49, Code of Federal Regulations, including guidance on what constitutes a close personal friend. The Secretary is required to consult with representatives of small motor carriers.

Section 5208. Fatal truck crash drug and substance abuse testing accountability.

This section requires the Secretary to revise regulations to require employers to retain records of post-accident alcohol or controlled substance tests for a minimum of five years, consider it a violation if an employer fails to furnish proof of such testing within the prescribed timeframe, and ensure these violations are reflected in the Safety Measurement System.

Section 5209. Review of new entrant safety assurance program.

This section directs the DOT Inspector General to review the New Entrant Safety Assurance Program to evaluate the effectiveness of the program and opportunities to improve new entrant safety audits. In conducting the review, the Inspector General shall consult with state motor safety enforcement agencies, the motor carrier industry, commercial motor vehicle advocates, and labor. The Inspector General is required to submit their recommendations to improve the program to the Secretary. The Secretary is required to submit a report to Congress detailing which recommendations the Secretary intends to implement.

Section 5210. New entrant registration standards transportation rulemaking committee.

This section establishes a transportation rulemaking committee to assess the necessity of establishing minimum knowledge requirements for motor carriers registering with the DOT. The Committee shall be comprised of state motor carrier safety enforcement agencies, industry, labor, law enforcement, and other stakeholders. The Committee is required to submit a report to the Secretary on their recommendations related to new entrant registration standards. The Secretary is required to submit a report to Congress detailing which recommendations the Secretary intends to implement.

Section 5211. Beyond compliance.

This section requires the Secretary to issue a final rule on Beyond Compliance, as required in section 522 of the *FAST Act*. When issuing the final rule, the Secretary must consider driver training and experience as a recognized safety standard. The Secretary is required to brief Congress every six months until the final rule is issued.

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Subtitle D – Household Goods Shipping Consumer Protection Reform

Section 5301. Administrative assessment of civil penalties for violations of commercial regulations

This section restores authority for the FMCSA to adjudicate and assess civil penalties for violations of commercial statutes and regulations and would correct certain other references in chapter 5 of title 49, United States Code, to clarify that those penalty authorities include all of FMCSA's safety authorities.

Section 5302. State use of grant funds for commercial enforcement and consumer protection.

This section permits states to use motor carrier safety assistance program funding and other grantees to use high priority program funding to conduct commercial regulatory and consumer protection standard reviews and enforcement actions on household goods motor carriers, brokers, and freight forwarders. This section includes a savings clause to ensure this is an optional use of funds at the discretion of the state and may not be made a condition of funding by FMCSA.

Section 5303. State retention of penalties and fines.

The section clarifies that states may retain the penalties and fines imposed in proceedings brought under section 14711 of title 49, United States Code, relating to violations of household goods statutes and regulations.

Section 5304. Registration requirements.

This section provides explicit authority to FMCSA to withhold registration from any applicant who fails to provide a valid principal place of business at the time of registration. Currently FMCSA may only take enforcement action after the entity is already registered and refuses to cooperate with investigations at the designated address.

FMCSA already requires motor carriers to designate a principal place of business. This section both codifies that requirement and extends the requirement to brokers and freight forwarders as well. This language clarifies that FMCSA has the upfront authority to verify the principal place of business and, if needed, deny the registration. This enhances FMCSA's ability to take enforcement actions against bad actors by allowing them to prevent sham registrants from starting operations.

This section also extends requirements that registrants disclose common ownership between any other registered entities. Motor carriers are already required to disclose this information, and this section codifies the requirement for brokers and freight forwarders. If FMCSA detects a link between fraudulent actors, they are able to withhold operating authority or take other enforcement actions as needed.

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Section 5305. Household goods consumer protection working group.

This section directs the Secretary to establish a working group to develop recommendations to modernize Federal consumer protection regulations relating to the interstate transportation of household goods by motor carrier. The working group must consist of representatives of the household goods industry, consumer affairs, and moving and storage associations. The working group is required to submit a report to the Secretary on their findings. The Secretary is required to submit a summary of those findings to Congress. The working group shall terminate one year after the report is submitted.

Subtitle E – Safe Integration of Autonomous Commercial Motor Vehicles

Section 5401. Definitions.

This section defines terms related to autonomous commercial motor vehicles in section 31132 of title 49, United States Code.

Section 5402. ADS-equipped commercial motor vehicle interstate operation.

This section creates a safety standard for commercial motor vehicles equipped with autonomous driving systems (ADS) operating in interstate commerce. The safety standard requires manufacturers of ADS and ADS-equipped commercial motor vehicles to meet all applicable regulations, demonstrate competencies through a safety case, and adhere to reporting requirements. The section also establishes requirements for operators of ADS-equipped commercial motor vehicles.

Additionally, this section establishes a transportation rulemaking committee to make recommendations on the implementation of the safety standard established under this section, and on the applicability of parts 350 through 399 of title 49, Code of Federal Regulations, for ADS-equipped commercial motor vehicles, dynamic driving task (DDT) fallback-ready users, remote drivers, remote assistants, and driverless dispatch operators.

Section 5403. Review and preemption of state laws and regulations.

This section amends section 31141(a) of title 49, United States Code, to ensure ADS-equipped commercial motor vehicles are included under the Secretary's preemption of state law authorities.

Section 5404. Ensuring regulatory flexibility for safety technologies.
This section provides parity for automated driving systems technologies and equipment with other safety technologies for vehicle width exemptions.

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Section 5405. Regulatory interpretations.

This section permits the use of cab-mounted warning beacons as warning devices for commercial motor vehicles stopped upon the traveled portion or shoulder of a highway. This section does not require commercial motor vehicles to be equipped with, or use, a cab-mounted warning beacon.

Section 5406. National consumer complaint database.

This section requires the Secretary to collect and display information specific to ADS-equipped commercial motor vehicles in the National Consumer Complaint Database.

Section 5407. Commercial motor vehicle workforce development.

This section establishes a workforce development program to support the commercial motor vehicle workforce by strengthening employment opportunities for professional drivers, mechanics, and others with occupations that affect the safety and operation of commercial motor vehicles. The program is authorized for FY 2027 through FY 2031. This section requires the Secretary to submit a report annually to Congress on the status of the program.

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Title VI – Innovation

Section 6001. Strengthening mobility and revolutionizing transportation grant program.

This section reauthorizes the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program through FY 2031. This section consolidates funding for the SMART grant program into a single funding stream for both development and implementation phase activities for eligible projects. This section also ensures that the Secretary prioritizes projects under this grant that promote new and emerging technologies that are not widely deployed.

Section 6002. Technology deployment.

This section reauthorizes technology deployment programs through FY 2031, including the Accelerated Implementation and Deployment of Pavement Technologies Program (AID-PT), which supports innovative pavement technologies, as well as the Advanced Digital Construction Management Systems program (ADCMS), which provides grants to develop and support ADCMS technologies. For the ADCMS program, the bill restricts funding so a single entity may not receive more than 10 percent of funds and requires the Secretary to publish recommendations to encourage wider deployment and implementation of ADCMS by states.

Section 6003. Strategic innovation for revenue collection.

This section reauthorizes the Strategic Innovation for Revenue Collection program through FY 2031 to provide grants to states and regions to test the feasibility of a road usage fee and other user-based mechanisms to address the solvency of the Highway Trust Fund.

Section 6004. National motor vehicle per-mile user fee pilot.

This section reauthorizes the national motor vehicle per-mile user fee pilot program through FY 2031. This section expands the objectives of the program to include data collection and reporting on the differences between a national per-mile road usage charge and the Federal motor fuels tax for rural and urban drivers, as well as the interoperability of road usage charge collections between multiple states. This section also requires the Secretary to carry out a public awareness campaign on a national motor vehicle per-mile user fee program.

Section 6005. ITS advisory committee.

This section requires the Secretary to appoint a representative from a labor organization representing transportation workers to the advisory committee tasked with reviewing the Department's intelligent transportation system programs.

Section 6006. Encouraged use of digital platforms.

This section directs the Executive Director of the Interagency Infrastructure Permitting Improvement Center to encourage recipients of DOT funds to utilize digital platforms when

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carrying out environmental reviews under NEPA. This section also requires the Executive Director to publish technology-neutral guidance for grant recipients utilizing digital platforms.

Section 6007. Nontraditional and emerging transportation technology council.

This section specifies that the Nontraditional and Emerging Transportation Technology (NETT) Council shall consult with a range of stakeholders. The section also encourages the Council to examine how new and emerging technologies may benefit each modal administration and how the modal administrations plan to incorporate such technology.

Section 6008. University transportation centers program.

This section reauthorizes the university transportation centers through FY 2031 and ensures funding for this program is awarded to applicants with a demonstrated ability to disseminate results to state and local transportation officials.

Section 6009. Prohibition related to certain foreign-made LiDAR technology.

This section prohibits the Secretary from procuring, obtaining, or awarding funding for any covered LiDAR technology, LiDAR technology produced or provided by a covered LiDAR company, or any LiDAR technology produced in or provided by a covered foreign country, as defined in the *National Defense Authorization Act for Fiscal Year 2025* (10 U.S.C. note prec. 4651; Public Law 118-159). The Secretary may waive the prohibition on a case-by-case basis if it is in the national interest of the United States. The prohibition shall not apply for transportation safety purposes, as determined by the Secretary. The prohibition is effective on the date that is one year after the date of enactment of this Act.

Section 6010. Data privacy.

This section requires the Secretary to ensure that any use of predictive analytics, telematics, or other validated data tools by the Department protects personally identifiable information in compliance with Federal privacy laws and is applied consistently across all DOT offices. Within one year, the Secretary must issue guidance on best practices for anonymizing safety data, promoting transparency, and ensuring data tools rely on validated, effective methodologies.

Section 6011. Study on adoption and deployment of new and emerging technologies.

This section directs the TRB to review the Department's strategy to encourage the adoption of new and emerging technologies, including digital project delivery tools and intelligent transportation systems. The section requires TRB to consider the potential cost or safety impacts of new and emerging technologies, as well as the opportunities and challenges such technologies present to the transportation workforce. TRB must submit a report to Congress detailing the findings of the study.

Section 6012. Autonomous vehicle accessibility study.

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This section requires TRB to study infrastructure changes, such as curb management, sidewalk and roadway design, pick-up zones, curb extension, and infrastructure design, to improve accessibility of autonomous ride-hail vehicles for people with disabilities, particularly wheelchair users. The study must evaluate cost-effectiveness, applicability across different geographic areas, and regulatory barriers. TRB is required to submit the findings of the study to the Secretary, and the Secretary is required to submit to Congress a summary of the report, including any recommendations for further action.

Section 6013. GAO study of intelligent transportation systems physical and cyber vulnerabilities.

This section directs the Government Accountability Office (GAO) to review the physical and cybersecurity risks associated with intelligent transportation systems and advanced transportation technologies, including data protection risks and risks involving government procurement of foreign-manufactured devices. The GAO is directed to submit a report to Congress on the results of the study, including any recommendations to reduce physical and cybersecurity vulnerabilities associated with intelligent transportation systems.

Section 6014. GAO study and report on automated driving systems safety assurance.

This section requires the GAO to assess what changes related to NHTSA's incident data collection system and practices are necessary for the safe deployment of vehicles equipped with automated driving systems. The study requires the GAO to consult with transportation stakeholders, including state departments of transportation, representatives of law enforcement, manufacturers of automated driving systems, roadway safety advocates, and labor organizations representing transportation workers, and report to Congress on the findings of such study.

Section 6015. Technical assistance.

This section allows the Secretary to provide guidance or technical assistance to state transportation departments to enable states to use innovative construction materials on Federal-aid projects.

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Title VII – Freight and Multimodal Transportation Programs

Subtitle A – Freight Policy

Section 7001. National multimodal freight policy.

This section strengthens national multimodal freight policy by requiring the Secretary to consider how proposed projects under both the Mega and INFRA grant programs would mitigate bottlenecks and improve freight movement on the National Multimodal Freight Network. Additionally, it directs the GAO to review national multimodal freight policy, the utilization of the national strategic freight plan, network designation requirements, and freight movement improvements and issue a report with recommendations to address freight bottlenecks.

Section 7002. National freight strategic plan.

This section ensures the National Strategic Freight Plan includes consideration of inland maritime port facilities. This section also ensures the plan considers the impact of freight for rural and underserved communities and requires the plan to be updated every three years.

Section 7003. National multimodal freight network.

This section amends section 70103 of title 49, United States Code, to highlight the importance of addressing freight mobility challenges, including bottlenecks, as part of the National Multimodal Freight Network, and broadens eligible freight related facilities to include those with connections to water storage facilities and inland maritime port facilities. This section makes technical corrections to ensure the section is carried out by the Assistant Secretary for Multimodal Freight. It also requires the National Multimodal Freight Network to be redesignated every three years rather than every five years.

Section 7004. State freight advisory committees.

This section amends section 70201 of title 49, United States Code, to provide greater flexibility for the role of State Freight Advisory Committees.

Section 7005. State freight plans.

This section amends section 70202 of title 49, United States Code, to ensure state freight plans include strategies and actions the state plan to take to mitigate congestion and freight delay. This section also requires states to submit a list of freight bottlenecks, including those at highway interchanges, and solutions for addressing those bottlenecks.

Section 7006. Freight logistics optimization works program.

This section codifies the Freight Logistics Optimization Works (FLOW) Program. This section directs the Bureau of Transportation Statistics (BTS) Director, in coordination with the Office of Multimodal Freight Infrastructure and Policy, to establish and maintain a voluntary public-

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private data sharing program to improve freight system efficiency. The program enhances visibility into freight flows, helps identify and mitigate bottlenecks, improves forecasting and planning, strengthens the supply chain, and supports data-informed policy development. This section ensures BTS aggregates and anonymizes program data and serves as neutral data steward.

Subtitle B – Multimodal Policy and Programs

Section 7101. Streamlining positions within Office of the Secretary.

This section streamlines the DOT's Office of the Secretary by removing Senate confirmation for the Assistant Secretary for Government Affairs.

Section 7102. Council on credit and finance transparency.

This section requires the Council on Credit and Finance Transparency to publish meeting summaries and agendas publicly on a Department website.

Section 7103. Amendments to working capital fund.

This section improves the administrative working capital fund by allowing the Department to centralize its information technology resources and create an internal reserve fund to manage the costs of transferred assets. The section also clarifies fund reimbursement may occur after performance or paid in advance.

Section 7104. Transportation assistance for international games.

This section establishes a new program to support planning, capital, and operating needs for major international sporting events, including Olympic, Paralympic, and FIFA World Cup events. Eligible entities may apply for grants to fund transportation projects and planning activities that facilitate the movement of people and goods associated with a covered event. The section authorizes $50 million annually for the program for FYs 2027 through 2031 and directs the Secretary to provide technical and planning assistance to eligible entities.

Section 7105. National infrastructure project assistance.

This section reauthorizes the Mega grant program through FY 2031. This section expands project eligibility to include lessees of Federal surface transportation hubs and public transportation projects eligible for assistance under the CIG program in large urbanized areas. It updates the evaluation criteria, including by adding consideration of the use of innovative construction materials and the impact of population growth. The section also reduces the Congressional notification period from 30 days to three days and reduces the program set-aside to 25 percent from 50 percent for projects that cost between $100 million and $500 million.

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Section 7106. Local and regional project assistance.

This section reauthorizes the Local and Regional Project Assistance (BUILD) Program through FYs 2027 through 2031. This section updates the definition of "area of persistent poverty" to include updated census data and qualified opportunity zones and expands eligible applicants to include lessees of Federal surface transportation hubs. This section expedites program delivery by requiring the Secretary to consider if a project may reasonably begin construction within 18 months of an award, requiring project sponsors to certify they have notified a state department of transportation if their project is located on a state-owned or state-managed facility, and providing pre-award authority. This section requires the Secretary to only select grant recipients based on the program's selection criteria and clarifies any planning funds provided under this program do not constitute a guarantee of a future grant award. Lastly, this section requires the GAO to review the program every two years and submit a report to Congress.

Section 7107. National culvert removal, replacement, and restoration grant program.

This section amends the National Culvert Removal, Replacement, and Restoration Grant Program by expanding eligible projects and entities.

Section 7108. Rural and tribal infrastructure advancement pilot extension.

This section reauthorizes and extends the Rural and Tribal Assistance Pilot Program through October 1, 2031.

Section 7109. Advisory committee on cargo theft and freight fraud.

This section directs the Secretary to establish an advisory committee on cargo theft and freight fraud. The committee shall consist of up to 20 members representing law enforcement, the freight industry, and cybersecurity professionals to provide recommendations on combating cargo theft and freight fraud. The committee must consider different types of theft, where and how they occur, their financial and supply chain impacts, existing security measures, and relevant DOT policies and data systems when providing recommendations. The committee is required to submit biennial reports to Congress describing its recommendations to the Secretary and assessing progress made in addressing cargo theft and freight fraud.

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Title VIII – Miscellaneous

Section 8001. Title 23 technical corrections.

This section makes technical corrections throughout title 23, United States Code.

Section 8002. Title 49 technical corrections.

This section makes technical corrections throughout title 49, United States Code.

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Title IX – Sport Fishing and Recreational Boating Safey

Section 9001. Division of annual appropriations.

This section authorizes appropriations for the programs established under the *Dingell-Johnson Sport Fish Restoration Act* through FY 2031.

Section 9002. Funding for Interstate Fisheries Commission activities.

This section removes the former $1.2 million cap on distributions the Secretary of the Interior can make to four regional fisheries commissions. It also establishes a new formula for apportioning funds to these entities.

Section 9003. Boating infrastructure priorities.

This section replaces section 8(g) of the *Dingell Johnson Sport Fish and Boating Safety Act* with the provisions of section 7404 of the *Sportfishing and Boating Safety Act of 1998* and amends the provisions of section 7404 to make the construction, renovation, or maintenance of a strategic maritime fuel station qualify as boating infrastructure and eligible to receive grant funding under the statute. This section also defines strategic marine fuels and strategic maritime fuel station. The existing section 8(g) establishes conditions which states were required to meet before being eligible for grants established under section 7404. The conditions were met more than 25 years ago. The requirements in section 8(g) no longer apply. However, the authority to make grants under 7404 is an ongoing authority. Therefore, this amendment moves the permanent state grant making authority into section 8 of *Dingell Johnson Sport Fish and Boating Safety Act* and repeals the outdated transition provisions.

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Title X – Railroads and Hazardous Materials

Subtitle A – Authorization of Appropriations and Grant Reforms

Section 10101. Grants to Amtrak.

This section authorizes annual funding for Amtrak from FY 2027 through FY 2031, authorizing grant programs for both the Northeast Corridor and the National Network. The section sets aside funding for the Northeast Corridor Commission and the State-Supported Route Committee.

Section 10102. Federal Railroad Administration.

This section authorizes annual funding for the Federal Railroad Administration's (FRA's) safety operations and research programs. The section sets aside funding to support the Transportation Technology Center, the Rail Research and Development Center of Excellence, and Safety Culture Grants.

Section 10103. Competitive grants.

This section authorizes annual funding for the following railroad competitive grants: Consolidated Rail Infrastructure and Safety Improvements, Railroad Crossing Safety Improvements and Elimination, and the National Intercity Passenger Railroad Partnership Program.

Section 10104. Consolidated rail infrastructure and safety improvements.

This section reauthorizes the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program to fund freight and intercity passenger rail projects. It expands eligibility to law enforcement, and Washington, D.C.'s Union Station. It enables research and development of technologies that improve railroad safety such as wayside defect detection and rail car and train movement monitoring technology, and provides assistance for projects that improve passenger rail ridership and freight service by reducing conflicts on shared lines.

Section 10105. Railroad crossing safety improvements and elimination program.

This section reauthorizes what was previously named the Railroad Crossing Elimination Program, makes rail safety nonprofit organizations eligible for grants, continues eligibility for safety improvements at grade crossings, and allows for the use of advanced technology to improve safety and to reduce costs.

Section 10106. National intercity passenger railroad partnership program.

This section consolidates three grant programs: the Federal-State Partnership for Intercity Passenger Rail, Restoration and Enhancements, and Interstate Rail Compacts; into a newly created National Intercity Passenger Railroad Partnership Program. Further, this section establishes new cost shares for operating assistance and clarifies an acceptable degree of non-

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Federal financial commitments.

Section 10107. Corridor identification and development program.

This section authorizes the Corridor Identification and Development Program through FY 2031, and revises service development plan requirements for new applicants and current applicants that have not yet secured non-Federal funding. It also allows corridors to concurrently undertake various phases of project development work to speed up project completion.

Section 10108. Emergency relief.

This section authorizes an Emergency Relief program for rail at the FRA. The Secretary may provide grants for repairing or replacing certain rail infrastructure of Class II, Class III and intercity passenger rail carriers that are damaged by natural disasters or catastrophe. It covers both capital projects and evacuation-related operating expenses that are not otherwise covered by private insurance. This section requires recipients to maintain proper insurance and ensures Federal funds do not duplicate assistance FEMA or private sources.

Section 10109. Amtrak Office of Inspector General.

This section authorizes funds to be appropriated to the Office of Inspector General (OIG) of Amtrak.

Subtitle B – Amtrak Reforms

Section 10201. Amtrak economic performance.

This section updates Amtrak's statutory findings, goals, and financial performance.

Section 10202. Amtrak transparency and accountability for passengers and taxpayers.

This section is identical to H.R. 188, the *Amtrak Transparency and Accountability Act for Passengers and Taxpayers Act*, ordered reported by the Committee, by voice vote, on April 2, 2025. It applies the *Government in the Sunshine Act's* (5 U.S.C. § 552b) Federal open meetings transparency requirements to meetings of Amtrak's Board of Directors.

Section 10203. Implementing Amtrak Office of Inspector General recommendations to address infrastructure backlog.

This section requires Amtrak to implement the recommendations found in the April 10, 2026, Amtrak Inspector General's Report entitled, "Asset Management: Better Governance and Data Would Improve Company Efforts to Achieve a State of Good Repair." Not later than three years after the date of enactment of this Act, the Amtrak Inspector General is directed to evaluate the extent to which Amtrak has complied with the recommendations included in the report.

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Section 10204. Amtrak executive bonus disclosure.

This section is identical to H.R. 192, the *Amtrak Executive Bonus Disclosure Act of 2025* that passed the House under suspension of the rules, by a vote of 407 yeas to 0 nays on January 13, 2025. It requires Amtrak to report the annual base pay and any bonus compensation awarded to each member of the executive leadership team to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate, and to make this information available on its public website.

Section 10205. Amtrak and intercity passenger rail workforce assault prevention and response plans.

This section requires the Secretary to establish best practices for responding to assault and harassment on passenger trains, including de-escalation training and incident reporting. Within one year, all passenger rail operators must implement formal response plans to seek to prevent and appropriately respond to incidents of assault and harassment on workers and passengers.

Section 10206. Baby changing table requirements on Amtrak trains.

This section is identical to H.R. 248, the *Baby Changing on Board Act* that passed the House under suspension of the rules, by a voice vote on June 6, 2025. It requires that all covered passenger rail trains shall have a baby changing table in at least one restroom in each car, including in an ADA-compliant restroom.

Section 10207. Report on Amtrak long-distance equipment maintenance costs.

This section requires Amtrak to submit a report to the Secretary, the Committee on Transportation and Infrastructure of the House of Representatives, and the Committee on Commerce, Science, and Transportation of the Senate on the anticipated cost to rehabilitate, refurbish, and replace Amtrak's long-distance rail cars and locomotives.

Section 10208. Inspector General review of Amtrak accounting and reporting practices.

This section requires the DOT Inspector General to audit Amtrak's accounting systems and internal controls to ensure financial transparency, regulatory compliance, and accurate reporting. A report detailing the Corporation's responses to any of the Inspector General's recommendations must be submitted to Congress within one year after the enactment of this Act.

Section 10209. Amtrak annual reporting.

This section amends section 24315 subsection (a) of title 49, United States Code, by requiring Amtrak to reconcile its adjusted operating expenses to audited financial statements, in accordance with Generally Accepted Accounting Principles. Upon completion of this reconciliation, a certified public accountant or the Amtrak Inspector General shall review the rationale of the reconciliations.

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Section 10210. Invoices and reports.

This section amends section 24712 (b) of title 49, United States Code, to allow states that contract with Amtrak to operate short-distance intercity passenger rail corridors who dispute costs to hire independent third parties to audit Amtrak invoices and its cost methodology. The section grants states access to relevant ledger data and operating statistics. It also clarifies the process for Amtrak or the state to resolve funding disputes.

Section 10211. State-supported cost and service policy.

This section amends section 24712 of title 49, United States Code, by specifically rebranding the state-supported routes cost methodology policy terms from "allocation" to focus on both "cost and service" and mandates at least four meetings per fiscal year for the State-Supported Route Committee. This Committee includes representatives from 18 states, DOT, and Amtrak. It also solidifies the State-Supported Route Committee's authority to oversee cost methodology implementation and transparency requirements for state-supported routes operated by Amtrak.

Section 10212. GAO study on Amtrak customer experience.

This section mandates that the Comptroller General evaluate Amtrak's Nationwide customer experience, such as ticketing transparency; onboard services, including food and beverage service; station accessibility, service reliability and timeliness of operations; and communication with passengers. The report must include stakeholder input and recommendations for improvement.

Section 10213. GAO study on Amtrak service to privately owned rail cars.

This section requires the Comptroller General to conduct an assessment of Amtrak's contracts and services for privately owned rail cars, specifically evaluating how Amtrak calculates costs, determines pricing, and manages parking and access.

Section 10214. The Donald M. Payne, Jr. Transit Center at Newark Penn Station.

This section designates Newark Penn Station to be known as the "Donald M. Payne, Jr. Transit Center at Newark Penn Station."

Section 10215. Public notice and comment on Amtrak's corporate structure.

This section requires Amtrak to publish any corporate restructuring plan in the Federal Register for public comment before it can be approved by the Board of Directors. Amtrak must then submit a report to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate responding to the public's feedback, detailing which suggestions will be adopted, justifying those that were rejected, and providing a final implementation strategy.

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Section 10216. GAO examination of international passenger rail.

This section requires the Comptroller General to submit a report to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate within two years comparing Amtrak to a sample of international passenger rail carriers to identify governance and financing practices that could be applied domestically.

Section 10217. Food and beverage service.

This section directs the Comptroller General to conduct a study of Amtrak's Food and Beverage Service to make recommendations, including for the re-establishment of dinning car service. The section also creates an advisory committee to support implementation of recommendations included in the study.

Subtitle C – Passenger Rail Policy

Section 10301. Intercity passenger rail equipment pools.

This section allows the Secretary to work with interstate rail compacts to establish equipment pools. The pools may be used to lease or buy equipment for use by member states. Further the section creates equipment pool eligibilities in the Railroad Rehabilitation and Improvement Financing (RRIF) program.

Section 10302. California High-Speed Rail working group.

This section creates a working group to conduct a comprehensive assessment of the California High-Speed Rail project, composed of stakeholders and experts appointed by Congressional leadership and the Secretary. The legislation restricts further funding to the project during the working group's assessment or within two years of enactment of this Act, whichever is earlier.

Section 10303. Route-specific reports.

This section requires the Secretary of Transportation to conduct a two-year feasibility study on establishing or expanding certain intercity passenger rail routes, ensuring any recommended routes are economically justified through data analysis.

Section 10304. Study on commuter rail passenger transportation and transfers.

This section is identical to H.R. 1547, the *One Seat Ride Act*, which passed the House under Suspension of the Rules, on December 5, 2023, by a vote of 356 yeas to 61 nays. This provision directs the Comptroller General to conduct a study on the benefits of commuter rail and the primary obstacles to implementing "single-seat trips" that eliminate the need for passenger transfers.

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Section 10305. Adjustment of liability cap.

This section codifies the current liability cap of $323 million per passenger rail incident. It also establishes a new process to review this cap every five years through a multi-stakeholder working group, ensuring the limit is adjusted based on safety risks and accident severity while capping any single increase of the cap at a maximum of 10 percent. Further, this section amends the current 30-day period to obtain coverage to allow covered entities a year to obtain any increase in coverage.

Subtitle D – Rail Safety and Innovation

Section 10401. Rail bridge safety.

This section updates section 20105 of title 49, United States Code, as well as section 20145 of title 49, United States Code, to authorize state rail safety inspectors to conduct railroad bridge inspections and establishes a formal Rail Bridge Safety Concern Reporting System for state, local, and tribal governments to report structural hazards. Further, the section allows the Secretary to investigate these reports and enforce repairs, while also streamlining the process for government officials to request public versions of railroad bridge inspection reports.

Section 10402. Public availability of Federally funded data.

This section requires the Secretary to make publicly available all non-security sensitive or proprietary information included in Federally funded research and data used in publications, including peer-reviewed research.

Section 10403. Safety culture grant program.

This section codifies a long-standing program that provides grants to non-profit organizations specializing in railroad safety culture and training activities for Class II, Class III and commuter railroads. Additionally, it authorizes funding for the procurement of safety equipment to these railroads and emergency responders to improve the handling and oversight of hazardous materials during transit and incidents.

Section 10404. Improved supporting information transparency and using performance-based regulations during rulemaking.

This section increases the transparency of the FRA's rulemaking process. The section also requires the Secretary to consider whether a performance-based approach to rulemaking is appropriate and include an explanation for when a performance-based approach is not taken.

Section 10405. Installation of image recording devices.

This section mandates that the Secretary require all Class I freight railroad carriers to install inward- and outward-facing cameras in controlling locomotive cabs within two years of issuing new regulations. It also establishes an approval process for these recording devices,

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providing a five-year grace period for existing equipment that meets Federal standards while exempting certain carriers covered under previous legislation.

Section 10406. Membership of National Domestic Preparedness Consortium.

This section designates the MxV Learning Institute as a member of the National Domestic Preparedness Consortium.

Section 10407. Preventing tampering with wayside defect detectors.

This section requires the Secretary to form a multi-stakeholder working group to address the safety risks posed by wayside defect detector tampering and make recommendations on policies and strategies to deter such incidents.

Section 10408. Rail technology and asset pilot program.

This section creates a pilot program to provide competitive grants to acquire newer, innovative railroad technology systems and equipment that improve safety and efficiency.

Section 10409. Vent and burn report updates.

This section implements a recommendation included in the National Transportation Safety Board's East Palestine, Ohio, report directing the FRA to update and distribute its Vent and Burn guidance to emergency responders.

Section 10410. Rail freight cargo security assessment.

This section requires the FRA to conduct a comprehensive assessment of security vulnerabilities in freight rail focusing on preventing organized theft of freight rail cargo and to report these findings to Congress.

Section 10411. 50-year rule revision.

This section directs the Secretary to finalize the rulemaking described in the NPRM titled, "Repealing Special Approval Requirement for Freight Cars More than 50 Years Old" within 90 days of enactment.

Section 10412. Self-contained propelled freight vehicle.

This section allows the Secretary to issue a proposed rulemaking related to safety regulations for self-contained propelled freight vehicles no later than one year after the date of enactment of this Act or completion of the self-propelled rail vehicle Test Program in the Federal Railroad Administration Docket Number FRA 2023-00666.

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Section 10413. Railroad Safety Advisory Committee evaluation of National Academies of Sciences, Engineering, and Medicine findings.

This provision directs the Secretary to task a working group of the Rail Safety Advisory Committee to develop recommendations for improving employee training and ensuring the safe operation of trains of varying lengths.

Section 10414. Blocked Crossings.

This section makes FRA's Blocked Crossing Portal permanent. The section further establishes a process for investigating reported blocked crossings, a process for public engagement with impacted communities, and allows for data from the portal to be considered for grant funding decisions. This section further requires the Secretary to make each railroad's point of contact for blocked crossings publicly available on its website.

Section 10415. Civil Penalties.

This section increases the maximum civil penalties for various railroad safety violations for the first time in over a decade, including those involving the transportation of hazardous materials and general safety standards. Specifically, it increases the standard maximum fines from $25,000 to $50,000 and raises the ceiling for aggravated or repeat violations from $100,000 to $200,000.

Section 10416. Pressure relief devices.

This section requires the FRA to submit a report to Congress, analyzing the causes and failure rates of rail tank car pressure relief devices and provide recommendations to prevent or reduce the incidence of such potential failures. The study must assess variables like fire temperature, device orientation, and material compatibility, while providing recommendations and consulting with industry stakeholders to improve the safety and survivability of these critical components.

Section 10417. Federal Railroad Administration safety workforce.

This section requires the FRA Office of Safety to maintain a minimum workforce of 713 employees whose primary duties are specifically related to the agency's safety mission.

Section 10418. FRA safety inspector and specialist review.

This section directs the Federal Railroad Administration, in consultation with the Office of Personnel Management, to conduct a comprehensive review of the pay grades and job descriptions for its safety inspection and specialist personnel. This section also requires a report to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate within 180 days that outlines necessary administrative or legislative reforms.

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Section 10419. Federal Railroad Administration safety culture.

This section mandates that the DOT Inspector General conduct a formal review of the FRA's safety culture. Within one year of the review's completion, the Secretary must submit an action plan to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate outlining how the agency will implement the Inspector General's recommendations for improvement.

Section 10420. Confidential close call reporting.

This section establishes a Confidential Close Call Reporting System (C^3RS) and requires the participation of all Class I freight railroads.

Section 10421. Wayside employee protection.

This section requires the Secretary to mandate, within one year, that all railroads provide task and environment appropriate equipment to railroad watchmen and roadway workers.

Section 10422. Safety enforcement transparency.

This section requires the Secretary to publish quarterly summaries of all railroad enforcement actions resulting from reportable incidents in a publicly searchable online database. Each summary must disclose the carrier, the violation type, and penalty details. It also provides an opportunity for railroads to respond to enforcement action reporting.

Section 10423. Reports on highway-rail grade crossing safety and trespasser prevention.

This section is identical to H.R. 5783, the *State Actions for Employing Transportation Risk Assessments and Crossing Knowledge Strategies Act of 2*025 that was favorably reported by the Committee on December 18, 2025, by voice vote. This section requires states to update their highway-rail grade crossing action plans every five years and to include specific strategies for reducing pedestrian fatalities and suicides.

Section 10424. Locomotive engineer training.

This section requires the Secretary update Federal regulations to require railroads to ensure certified locomotive engineers maintain the skills necessary for manual train operation for the types of operations they conduct.

Section 10425. Assessment of track safety.

This section directs the Comptroller General conduct a comprehensive review of "excepted track" safety standards within 180 days to determine if current regulations are sufficient to ensure such track is properly classified, the excepted track mileage by state, how much of that mileage has been in excepted status for five years or more, and the effects of applying Part 215 safety regulation to such tracks to supply chains and potential modal shifts. The assessment will

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

evaluate the economic and operational impacts of stricter regulations.

Section 10426. Review of train dispatching technologies.

This section requires the Secretary to evaluate the safety, reliability, and performance of centralized train dispatching systems within one year of enactment of the Act. The review must assess the costs, maintenance, and interoperability of these platforms with safety technologies, including Positive Train Control, while consulting with manufacturers and labor organizations to determine if further legislative oversight is necessary to ensure operational compliance.

Section 10427. Incident investigation review.

This section requires DOT's Inspector General conduct a study no later than one year after the date of enactment of this Act, to evaluate whether current laws and agency practices are sufficient to allow FRA accident investigators to complete their investigations.

Section 10428. Review of risk reduction program plans.

This section requires covered railroads to identify changes in operations that result in railroad safety hazards that increase the rates of railroad accidents, injuries, and fatalities and address them as part of its internal audit reviewed by the FRA. The railroad must describe their plan to mitigate these risks in its Risk Reduction Program Plan. The section further requires the FRA to conduct a safety trend analysis of incidents across the railroad system. It also requires railroads to submit intermediary updates if a significant operational change is implemented that was not addressed in the current Risk Reduction Program Plan, and describe the measures taken to reduce safety risks associated with the change.

Section 10429. Railroad Safety Advisory Committee.

This section codifies the Railroad Safety Advisory Committee (RSAC) into Federal law for the period of this Act's authorization

Section 10430. Safety reporting extension.

This section extends required safety reporting with respect to trains following accidents through December 31, 2032.

Subtitle E – Project Delivery

Section 10501. Pre-award authority.

This section codifies the ability of the Secretary to grant pre-award authority that allows grant recipients to procure project-related materials and conduct other activities related to a project for eventual reimbursement.

Section 10502. Categorical exclusions for projects in existing operational rights-of-way.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

This section directs the Secretary to approve additional "covered projects" as categorical exclusions under environmental regulations, provided they are located entirely within an existing railroad right-of-way.

Section 10503. Additional categorical exclusions.

This section requires the Secretary to survey existing transportation-related categorical exclusions and solicit recommendations from industry stakeholders to identify new actions that should be categorically excluded.

Section 10504. State-railroad infrastructure project coordination and process standardization working group.

This section requires the Secretary to establish a Working Group to examine and develop recommendations and methods to improve coordination among states, local governments, metropolitan planning organizations and railroads for non-railroad projects that cross a railroad right-of-way.

Section 10505. Rail project advance acquisition.

This section allows the Secretary to reimburse grant recipients for property acquisition for rail projects prior to completing a NEPA review. This would bring rail projects into parity with highway construction projects.

Section 10506. Direct loans and loan guarantees.

This section expands eligibility of the Build America Bureau Direct Loan program to certain shipping entities for projects that facilitate and expand the direct movement of freight by rail and for use in transportation-oriented development projects. It also expands the Bureau's lending capacity to $50 billion from $35 billion.

Section 10507. Veteran to supply chain employee action plan.

This section is identical to H.R. 3055, the *Transitioning Retiring and New Service Members to Port Ocean Rail and Truck Jobs (TRANSPORT) Act* that passed the House on September 8, 2025, under suspension of the rules, by voice vote. It requires DOT, in consultation with other Federal agencies, to assess and develop a plan to address barriers to jobs in transportation and supply chain occupations for separating and retiring service members.

Section 10508. Lead agency for environmental review purposes.

This section specifies that the first agency within DOT to take major action on a proposed project shall be the lead agency for NEPA compliance.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Section 10509. Environmental review determination.

This section seeks to expedite the project delivery process in establishing a 90-day time frame for the lead agency of a transportation project to render decisions on the scope of required NEPA activities.

Section 10510. Expedited consultation process.

This section streamlines the Section 106 historic preservation process by allowing state or tribal officers to authorize the simultaneous completion of multiple review steps when appropriate.

Section 10511. Technical assistance.

This section amends section 20108 of title 49, United States Code, by authorizing the Secretary to make funding available to non-profit institutions for the purposes of providing technical assistance, training, guidance, and education programs to local communities, metropolitan planning organizations and small entities, such as Short Line Railroads, eligible for competitive grants.

Section 10512. Amendment to allow RRIF direct loans to be structured as an interest-only loan.

This section authorizes the Secretary to offer interest-only RRIF loans with terms up to 10 years, to finance the construction of railroad infrastructure.

Section 10513. Use of certain grant funds to pay RRIF credit risk premiums.

This section allows grant recipients to use certain Federal grants to fund the credit risk premium applied to RRIF loans.

Section 10514. Amendment to establish alternative credit assessment pathway for RRIF loan applicants.

This section permits the Build American Bureau to utilize the credit risk assessments of certain qualified financial institutions as a supplement to the Bureau's underwriting of Railroad Rehabilitation and Improvement Financing loans.

Section 10515. Railroad rehabilitation and improvement financing program authorization of appropriations.

This provision extends the authorization of the RRIF program and increases the funding available for its administration.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Subtitle F – Hazardous Materials Transportation

Section 10601. Authorization of appropriations.

This section authorizes appropriations for the Transportation of Hazardous Materials and the Hazardous Materials Safety Training Grants.

Section 10602. Hazardous materials registration fees.

The Pipeline and Hazardous Materials Safety Administration (PHMSA) collects required registration fees from hazardous materials shippers and carriers, which fund the Hazardous Materials Emergency Preparedness Fund. The Fund is then used to provide certain emergency preparedness grants and to provide monitoring and technical assistance to state, tribal, and local entities. This section amends section 5108 (g) of title 49, United States Code, with new distinctions between small businesses and non-profits for the requirements for the Secretary to establish and collect an annual fee.

Section 10603. Hazardous materials safety training grants.

This section consolidates PHMSA's Hazardous Materials Safety Training grants, which support state and local governments, as well as emergency responders with the goal of improving emergency response and reducing risks in transportation of hazardous materials.

Section 10604. Incorporation of special permits into hazardous materials regulations.

This section amends section 5117 of title 49, United States Code, by changing the initial period of a special permit from two to four years and reduces the time period for PHMSA to incorporate proven permits to its hazardous materials regulations from 10 years to eight years.

Section 10605. Harmonization of safety regulations.

This section amends section 5120 of title 49, United States Code, by inserting a time in which an interim final rule must be updated or issued based on if the Secretary determines it is necessary to update or issuance a regulation due to a change in international standard or requirement. The section also gives the Secretary discretion in adopting international standards or requirements.

Section 10606. Regulation of foreign manufacturers of cylinders used in transporting hazardous materials.

This section is identical to H.R. 1182, the *Compressed Gas Cylinder Safety and Oversight Improvements Act of 2025* that passed the House on June 9, 2025, under suspension of the rules, by voice vote. This section ensures that only DOT-specified compressed gas cylinders are shipped to the United States, that such compressed gas cylinders have appropriate markings and

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

establishes a process for PHMSA to recover the costs of inspecting foreign manufacturers of compressed gas cylinders.

Section 10607. Safety placards.

This section addresses a recommendation from the National Transportation Safety Board's East Palestine, Ohio, Investigation (NTSB I-24-1) on the survivability of hazardous materials placards. It requires the Secretary to initiate a rulemaking for placards to withstand temperatures common in the uncontrolled burning of hazardous materials to ensure it remains legible in accidents.

Section 10608. Study on limited commercial driver's license hazardous materials endorsements.

This section requires the Secretary to conduct a study and assessment investigating the feasibility of creating a material-specific commercial vehicle license test for hazardous material endorsement.

Section 10609. Real-time train consist information rulemaking evaluation.

This section requires the Secretary to conduct an evaluation of implementation of the Final Rule entitled, "Hazardous Materials: *FAST Act* Requirements for Real-Time Consist Information" issued on June 24, 2024, including an assessment of outreach efforts to First Responders and any gaps in availability of real-time consist information.

Section 10610. Study on exception for intrastate transportation of diesel fuel in support of logging or timber operations.

This section requires the Comptroller General to submit a report to Congress on whether creating an exception similar to the one for agriculture at part 173.5 of title 49, Code of Federal Regulations, should apply to the transportation of diesel fuel in support of logging or timber operations.

Section 10611. Safer tank cars.

This section revises the phase-out date for older series tank cars that carry certain flammable liquids to December 31, 2028, with the ability for the deadline to be moved to May 1, 2029, if based on a GAO assessment, the Secretary determines that insufficient tank car manufacturing or retrofitting capacity exists to meet this deadline

Section 10612. Requirements for safe transport of lithium-ion batteries.

This section requires the Secretary to revise provisions and issue regulations for the safe transport of lithium-ion batteries, including the ability to withstand forces, the state of charge, and guidance on damaged, defective or recalled lithium-ion batteries during transport. After the requirements are published, they are to be reviewed and updated as needed by the

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Secretary every five years.

Section 10613. Innovative thermal run-away suppression strategies.

This section amends section 5118(c)(3) of title 49, United States Code, to create a new grant program to study the effectiveness of strategies to combat thermal runaway in lithium-ion cells or batteries in commercial transport. It also requires the Secretary to report to the Committee on Transportation and Infrastructure of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate on the strategies.

Attachment: Build America 250 Act section by section (12653 : Federal Legislative Update)

Minute Action

AGENDA ITEM: 33

Date: July 1, 2026

Subject:
General Counsel Employment Agreement Amendment

Recommendation:
Approve Amendment No. 5 to Employment Agreement No. 19-1002111 with General Counsel, Julianna K. Tillquist.

Background:
Annually, the Board of Directors ("Board") reviews and evaluates the performance of General Counsel for purposes of determining compensation increases, if any.

On May 6, 2026, the Board evaluated the performance of General Counsel. The Board engaged in labor negotiation with General Counsel and the parties have agreed to an increase in General Counsel's annual salary to $325,176.37, retroactive to June 27, 2026. In addition to the three percent (3%) cost of living adjustment approved for all SBCTA employees, this increase includes a merit increase of $6,190.30.

This item is being brought in accordance with subdivision (c)(3) of Government Code § 54953.

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

Reviewed By:
The increase to General Counsel's annual compensation was reviewed and recommended for approval by the Board of Directors in Closed Session on June 3, 2026. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:
Joe Baca Jr., County of San Bernardino

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

AMENDMENT NO. 5 TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY GENERAL COUNSEL EMPLOYMENT AGREEMENT NO. 19-1002111

THIS AMENDMENT NO. 5 to Contract No. 19-1002111 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Employer"), and Julianna K. Tillquist ("Employee").

RECITALS

A. On April 3, 2019, the Board of Directors of SBCTA (hereinafter referred to as "the Board") appointed Employee as General Counsel effective June 1, 2019, and approved Employment Agreement No. 19-1002111 ("Contract"); and

B. On June 1, 2022, the Board approved Amendment No. 1 to Contract increasing Employee's annual compensation;

C. On July 5, 2023, the Board approved Amendment No. 2 to Contract increasing Employees's annual compensation; and

D. On June 5, 2024, the Board approved Amendment No. 3 to Contract increasing Employee's annual compensation; and

E. On June 4, 2025, the Board approved Amendment No. 4 to Contract increasing Employee's annual compensation: and

F. The Board has evaluated Employee's performance, and in recognition of Employee's performance the Board desires to amend Employee's Contract to adjust her salary to $325,176.37, which reflects a merit increase of $6,190.30, as well as the three percent (3%) cost of living allowance the Board awarded to all SBCTA employees, effective June 27, 2026.

NOW, THEREFORE, in consideration of mutual covenants herein contained, Employer and Employee agree as follows:

1. Section 5. Salary of the Contract is amended and restated as follows:

"5. Salary. Employer agrees to pay Employee for services rendered, Three Hundred Twenty-Five Thousand, One Hundred Seventy-Six Dollars and Thirty-Seven Cents ($325,176.37) per year, effective June 27, 2026, payable in installments at the same time and in the same manner as other SBCTA employees. Employer agrees to modify the salary base and other benefits of Employee, by not more or less than the same percentage and amounts, and at the

Draft

Attachment: 19-1002111 amendment 5 (12580 : General Counsel Employment Agreement Amendment No. 5)

same time and same manner, as the salary and benefits adjustments given to other Professional/Administrative employees of SBCTA. Additionally, in recognition of Employee's accomplishments and performance, SBCTA may, in its sole discretion, grant merit increases to Employee."

2. The Recitals set forth above are incorporated herein by this reference.

3. Except as amended by this Amendment No. 5, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.

This Amendment No. 5 is executed by the Parties on the dates indicated below.

SBCTA/EMPLOYER	**EMPLOYEE**
_____	_____
Joe Baca, Jr., Board President	Julianna K. Tillquist, General Counsel
Date _____	Date_____

Draft

Attachment: 19-1002111 amendment 5 (12580 : General Counsel Employment Agreement Amendment No. 5)

Minute Action

AGENDA ITEM: 34

Date: July 1, 2026

Subject:
Create New Position for the Support Services Department

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Council of Governments (SBCOG):

Approve the creation of an Assistant Deputy Clerk position in Salary Range 15 ($72,338 - $108,507), effective for Fiscal Year 2026/2027, subject to approval of a future budget amendment.

Background:
Over the past several years, the San Bernardino County Transportation Authority (SBCTA) has experienced significant organizational growth with the launch of Express Lanes operations, ever increasing capital delivery portfolio, and most recently, the addition of a second Deputy Executive Director. At the same time, the San Bernardino Council of Governments (SBCOG) has broadened its regional responsibilities through development of a five-year work plan, formation of the Inland Regional Energy Network and the creation of the San Bernardino Regional Housing Trust (SBRHT) Joint Powers Authority.

With the formation of the SBRHT Board of Directors, the Clerk of the Board's Office now faces expanded governance and administrative obligations. These include increased meeting coordination, public noticing, recordkeeping, and procedural oversight to ensure full compliance with statutory and regulatory requirements across multiple agencies and governing bodies. The complexity and volume of these responsibilities have grown beyond the capacity of existing staff, creating an operational need for additional dedicated support.

The Clerk of the Board/Administrative Manager oversees the Support Services Department, which is currently staffed by one Deputy Clerk, one Assistant to the Clerk of the Board, five Executive Assistants, one Records Management Specialist, and one Office Assistant. It is important to note that nine departments and two Deputy Executive Directors do not have exclusive Executive Assistant (EA) support. EAs currently support two departments each, with one EA supporting both Deputy Executive Directors and the SBCOG. This arrangement is no longer sustainable given current workloads.

Despite the growth in organizational staffing and responsibilities, the Support Services Department has not expanded accordingly. The creation of an Assistant Deputy Clerk is necessary to strengthen administrative capacity, improve workflow efficiency within the Clerk of the Board's Office, maintain official records, and enhance customer service to internal departments and the public. This position will also provide direct support to one of the Deputy Executive Directors.

The need for a higher-level position, rather than an assistant-level position, is driven by the level of responsibility, specialized knowledge, and advanced skillset required to support Board operations and ensure agency-wide compliance. The Assistant Deputy Clerk will be responsible

for high-level governance functions that include overseeing compliance with SB 707 and SB 827, managing Form 700 filings, responding to public records requests, and developing and maintaining policies and procedures. These duties require a thorough understanding of statutory requirements, the Brown Act, the California Public Records Act, conflict-of-interest regulations, and formal reporting requirements—responsibilities that exceed the scope of an administrative or assistant-level role. This position will participate in the oversight and daily operations of the Clerk of the Board's Office, performing varied and complex tasks that require considerable discretion, independent judgment, and a strong command of regulatory and procedural obligations.

This staffing request was not included in the adopted Fiscal Year 2026/2027 Budget, as staff sought to prudently assess the operational impact once the SBRHT Board became active, and the Executive Director and Deputy Executive Directors settled into their roles. However, the need has become urgent, as the current workload can no longer be maintained with existing staffing levels. To help offset costs, staff has determined that the vacant Office Assistant position can be reduced to part-time (30 hours or fewer per week), resulting in approximately $25,000 in annual salary and benefit savings.

Staff is requesting approval for the creation of an Assistant Deputy Clerk position in the Professional/Administrative Group, Salary Range 15, subject to approval of a future budget amendment. The amended Fiscal Year 2026/2027 Annual Pay by Salary Range is attached for reference. The Finance Department will bring forward a budget item to the September Board meeting, which will incorporate this action. Staff is seeking authorization to create the position at this time to initiate the recruitment process, as the hiring cycle generally requires a few months to complete.

Financial Impact:
This item is not consistent with the adopted Budget for Fiscal Year 2026/2027. A future budget amendment will be brought to the Board for approval. To help offset costs, staff has determined that the vacant Office Assistant position can be reduced to part time, resulting in approximately $25,000 in annual salary and benefit savings.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. The authorization for the new position is being brought directly to the Board for consideration due to the immediate need to begin the recruitment process.

Responsible Staff:
Marleana Roman, Clerk of the Board

Annual Pay Schedule by Class Title Fiscal Year 2026/2027				
Class Title	**Salary Range**	**Bottom of Range***	**Top of Range***	**Maximum****
Office Assistant	4	$42,295	$63,442	$69,787
Accounting Assistant	7	$48,963	$73,445	$80,789
Records Management Specialist	8	$51,409	$77,114	$84,825
Executive Assistant	11	$59,513	$89,270	$98,197
Senior Accounting Assistant	11	$59,513	$89,270	$98,197
Assistant to the Clerk of the Board	12	$62,489	$93,734	$103,107
Management Analyst I	13	$65,614	$98,421	$108,263
Procurement Analyst I	13	$65,614	$98,421	$108,263
Assistant Deputy Clerk	15	$72,338	$108,507	$119,358
Accountant	15	$72,338	$108,507	$119,358
GIS Analyst	16	$75,955	$113,933	$125,326
Management Analyst II	16	$75,955	$113,933	$125,326
Procurement Analyst II	16	$75,955	$113,933	$125,326
Project Controls Analyst II	16	$75,955	$113,933	$125,326
Right of Way Specialist	16	$75,955	$113,933	$125,326
Deputy Clerk of the Board	17	$79,754	$119,631	$131,594
Legislative Analyst	18	$83,740	$125,610	$138,171
Senior Accountant	18	$83,740	$125,610	$138,171
Grants Analyst	19	$87,928	$131,892	$145,081
Management Analyst III	19	$87,928	$131,892	$145,081
Multimodal Programs Administrator	19	$87,928	$131,892	$145,081
Procurement Analyst III	19	$87,928	$131,892	$145,081
Project Controls Analyst III	19	$87,928	$131,892	$145,081
Accounting Supervisor	21	$96,943	$145,414	$159,955
Express Lanes Financial Supervisor	21	$96,943	$145,414	$159,955
Right of Way Manager	21	$96,943	$145,414	$159,955
Air Quality and Mobility Programs Manager	22	$101,788	$152,682	$167,950
Council of Governments Manager	22	$101,788	$152,682	$167,950
Data and Analytics Program Manager	22	$101,788	$152,682	$167,950
Energy Program Manager	22	$101,788	$152,682	$167,950
Planning Manager	22	$101,788	$152,682	$167,950
Programming Manager	22	$101,788	$152,682	$167,950
Accounting Manager	23	$106,878	$160,317	$176,349
Assistant Project Delivery Manager	25	$117,834	$176,751	$194,426
Express Lanes Program Manager	25	$117,834	$176,751	$194,426
Multimodal Manager	25	$117,834	$176,751	$194,426
Project Controls Manager	25	$117,834	$176,751	$194,426
Clerk of the Board/Administrative Manager	27	$129,911	$194,866	$214,353
Procurement Manager	27	$129,911	$194,866	$214,353
Chief of Fiscal Resources	29	$143,226	$214,838	$236,322
Chief of Fund Administration	29	$143,226	$214,838	$236,322
Chief of Information Technology	29	$143,226	$214,838	$236,322
Chief of Legislative and Public Affairs	29	$143,226	$214,838	$236,322
Chief of Planning and Regional Programs	29	$143,226	$214,838	$236,322

Annual Pay Schedule by Class Title Fiscal Year 2026/2027				
Class Title	**Salary Range**	**Bottom of Range***	**Top of Range***	**Maximum****
Chief of Project Controls	29	$143,226	$214,838	$236,322
Construction Manager	29	$143,226	$214,838	$236,322
Project Delivery Manager	29	$143,226	$214,838	$236,322
Corridor Manager	31	$157,907	$236,861	$260,547
Deputy Director of Express Lanes	31	$157,907	$236,861	$260,547
Assistant General Counsel	33	$174,094	$261,141	$287,255
Chief Financial Officer	33	$174,094	$261,141	$287,255
Deputy Director of Transit and Rail Programs – Capital Delivery	33	$174,094	$261,141	$287,255
Director of Council of Governments	33	$174,094	$261,141	$287,255
Director of Fund Administration	33	$174,094	$261,141	$287,255
Director of Legislative and Public Affairs	33	$174,094	$261,141	$287,255
Director of Management Services	33	$174,094	$261,141	$287,255
Director of Planning and Regional Programs	33	$174,094	$261,141	$287,255
Director of Project Delivery and Express Lanes	35	$191,939	$287,909	$316,700
Director of Transit and Rail Programs	35	$191,939	$287,909	$316,700
Deputy Executive Director	38	$222,192	$333,287	$366,616

General Counsel	Employment Agreement	$325,176 ***
Executive Director	Employment Agreement	$357,000

* Salary Ranges may be adjusted, as approved, by the Board.
** Effective June 3, 2026, Policy 10107 was amended to eliminate salary advancement above the maximum of an employee's assigned salary range. Employees whose salaries exceeded the maximum of their assigned salary range as of June 3, 2026, may retain their existing salary; however, no further increases to base salary above their June 3, 2026 salary shall be permitted under this policy, except as otherwise authorized by Board action.
*** Pending Board Approval 7/1/26.

Minute Action

AGENDA ITEM: 35

Date: July 1, 2026

Subject:
Award Contract No. 25-1003328 for Construction of Interstate 10 Corridor Freight and Express Lane Project - Contract 2B

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Award Contract No. 25-1003328 for Construction of the Interstate 10 Corridor Freight and Express Lane Project - Contract 2B (Project) to Guy F. Atkinson Construction, LLC, the lowest responsible and responsive bidder, in an amount not-to-exceed $213,264,394, to be funded with Measure I Valley Freeway Program funds, State Transportation Improvement Program funds, Federal Surface Transportation Block Grant Program funds, Federal Transportation Infrastructure Finance and Innovation Act formula funds, and Federal Repurposed Earmark funds.

B. Approve an allowance amount of $29,384,639 for Project contingency, supplemental work costs, and agency furnished materials/expenses, to be released, as necessary for the project, in accordance with SBCTA's Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway Program funds.

Background:
On March 4, 2026, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the Executive Director to release Invitation for Bids (IFB) No. 25-1003328 for the Construction of the Interstate 10 Corridor Freight and Express Lane Project – Contract 2B (Project).

On March 26, 2026, the IFB was released to solicit contractors for the Project. The Engineer's Estimate for the Project is $267,320,000. The IFB solicitation was posted on SBCTA's PlanetBids webpage and the SBCTA website in accordance with Contracting and Procurement Policy No. 11000. 1,498 vendors registered on SBCTA's PlanetBids were electronically notified by email notice, and 225 prospective bidders downloaded the IFB packet from PlanetBids. The Question-and-Answer period closed on April 16, 2026, and responses were posted on April 30, 2026.

On May 27, 2026, SBCTA received five bids electronically through SBCTA's PlanetBids webpage from the following: Guy F. Atkinson Construction, LLC, Skanska-Coffman A Joint Venture II, Flatiron Dragados Constructors, Inc., Sully-Miller Contracting Company, and Granite Construction Company. The SBCTA Procurement Analyst conducted a responsiveness check and deemed the bids responsive. A separate bid analysis was performed by the Construction Management team to confirm that all bid tabulations were accurate and correct, confirming the bid rankings. An independent analysis was also performed by staff to confirm the aforementioned bid rankings.

The lowest bid was from Guy F. Atkinson Construction, LLC; the bid was found to be responsive, responsible, and compliant with all IFB requirements. Therefore, staff is recommending that the Board approve and award Contract No. 25-1003328 for the Project to Guy F. Atkinson Construction, LLC, for a not-to-exceed amount of $213,264,394.

Staff is also recommending approval of an allowance amount of $29,384,639, consisting of $5,104,700 for supplemental work, $21,326,439 for project contingency, and $2,953,500 for agency furnished materials/expenses, which will be expended as necessary for the Project.

Attachment A included in the staff report provides a listing of the bid results and Attachment B summarizes allowances for contingency, supplemental work, and agency/state furnished materials/expenses.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2026/2027 and funded with Measure I Valley Freeway Program funds, State Transportation Improvement Program funds, Federal Surface Transportation Block Grant Program funds, Federal Transportation Infrastructure Finance and Innovation Act formula funds, and Federal Repurposed Earmark funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Freight and Express Lane - Contract 2B.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to SBCTA Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

ATTACHMENT A
Final Bid Opening Results

IFB Number: 25-1003328
IFB Title: CONSTRUCTION OF THE INTERSTATE 10 CORRIDOR FREIGHT AND EXPRESS LANE PROJECT – CONTRACT 2B
Bid Due Date: May 27, 2026, 2:00 p.m.

#	Bidder	Bid Amount	Responsive?
1	GUY F. ATKINSON CONSTRUCTION, LLC	$213,264,394.00	YES
2	SKANSKA-COFFMAN A JOINT VENTURE II	$231,904,054.40	YES
3	FLATIRON DRAGADOS CONSTRUCTORS, INC.	$254,906,667.00	YES
4	SULLY-MILLER CONTRACTING COMPANY	$255,720,000.00	YES
5	GRANITE CONSTRUCTION COMPANY	$261,672,168.76	YES

Attachment: Attachment A (Reference to Staff Report) (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project -

Attachment B

CONTRACT NUMBER: 25-1003328

PROJECT: CONSTRUCTION OF THE INTERSTATE 10 CORRIDOR FREIGHT AND EXPRESS LANE PROJECT - CONTRACT 2B

PROJECT CONTINGENCY			
CONTINGENCY (10% of Construction Contract)		**$**	**21,326,439**
SUPPLEMENTAL WORK			
1	MISCELLANEOUS SUPPLEMENTAL WORK	**$**	**1,000,000**
2	MAINTAIN EXISTING HIGHWAY FACILITIES	**$**	**1,000,000**
3	FEDERAL TRAINEE PROGRAM	**$**	**24,800**
4	MAINTAIN TRAFFIC	**$**	**1,589,000**
5	VALUE ANALYSIS	**$**	**10,000**
6	CONCRETE PAVEMENT SMOOTHNESS INCENTIVE	**$**	**277,000**
7	WATER POLLUTION CONTROL MAINTENANCE SHARING	**$**	**35,500**
8	ADDITIONAL WATER POLLUTION CONTROL	**$**	**8,400**
9	STORMWATER SAMPLING AND ANALYSIS	**$**	**15,000**
10	PARTNERING	**$**	**90,000**
11	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	**$**	**480,000**
12	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	**$**	**575,000**
TOTAL SUPPLEMENTAL WORK		**$**	**5,104,700**
CONTINGENCY & SUPPLEMENTAL WORK		**$**	**26,431,139**

AGENCY/STATE FURNISHED MATERIALS AND EXPENSES			
1	MODULE TRAFFIC CONTROL SYSTEM, MODEL 2070LX	**$**	**36,800**
2	MONUMENT DISK	**$**	**10,000**
3	COZEEP CONTRACT	**$**	**1,152,000**
4	TRAFFIC MANAGEMENT PLAN - PUBLIC INFORMATION	**$**	**750,000**
5	TOW TRUCK SERVICE PATROL	**$**	**955,000**
6	BOE TREATED WOOD WASTE GENERATION FEE	**$**	**19,800**
7	ANNUAL CONSTRUCTION GENERAL PERMIT FEE	**$**	**29,900**
TOTAL FURNISHED MATERIALS		**$**	**2,953,500**

Attachment: Attachment B (Reference to Staff Report) (12677 : Contract No. 25-1003328 Construction of I-

Contract Summary Sheet

General Contract Information

Contract No: 25-1003328 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 03583 Vendor Name: Guy F. Atkinson Construction, LLC

Description: I-10 Contract 2B Construction Contract

Dollar Amount					
Original Contract	$	213,264,394.00	Original Contingency	$	26,431,139.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**213,264,394.00**	**Total Contingency Value**	**$**	**26,431,139.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**239,695,533.00**

Contract Authorization

Board of Directors Date: 07/01/2026 Board Item # 12677

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/State/Local Construction N/A

Accounts Payable

Estimated Start Date: 07/01/2026 Expiration Date: 12/31/2039 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 213,264,394.00	Total Contingency: $ 26,431,139.00
GL:	4110	40	0820	0821	53701	41100000	650	Measure I Fwy	83,354,571.00	26,431,139.00
GL:	2010	40	0820	0821	53701	42101026	650	STP	23,059,843.00	-
GL:	2520	40	0820	0821	53701	42202021	650	STIP	68,651,573.00	-
GL:	2089	40	0820	0821	53701	42109004	650	TIFIA	36,940,157.00	-
GL:	2045	40	0820	0821	53701	42104503	650	Rep Earmark	1,258,250.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Parent Contract PM Description

Z-Related Contracts

Khalid Bazmi
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS_25-1003328 (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

CONTRACT 25-1003328

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

GUY F. ATKINSON CONSTRUCTION, LLC

FOR

CONSTRUCTION OF THE INTERSTATE 10 CORRIDOR FREIGHT AND EXPRESS LANE PROJECT – CONTRACT 2B

This contract, ("Contract") effective on the Effective Date as defined herein, is by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Guy F. Atkinson Construction, LLC (**"**CONTRACTOR"), whose address is; 611 Anton Boulevard, Suite 1100, Costa Mesa, CA 92626. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires Construction of the Interstate 10 Corridor Freight and Express Lane Project – Contract 2B; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Exhibit A – LAPM Exhibit 12-G (which includes Form FHWA -1273), attached to the contract; Invitation For Bids 25-1003328 (IFB) dated **March 26, 2026**; bid dated **May 27, 2026**; California Department of Transportation Standard Plans, dated 2025; the Standard Specifications, dated 2025; the 2024 Green Book and its supplement, if applicable;

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Addenda No's. 1, 2, 3; 4, 5, and 6, Project Plans dated **March 10, 2026**; Notice to Bidders and Special Provisions dated **February 2026**; and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

Upon final acceptance of the project work by SBCTA, CONTRACTOR may obtain a release of the Performance Bond and Payment Bond if CONTRACTOR provides to SBCTA and maintains a Warranty Bond, in the form provided by SBCTA in the IFB, or such other security as SBCTA may approve in its sole discretion, that guarantees performance of Work required to be performed during the period following final acceptance of the Project work, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to persons performing such Work (the "Warranty Bond"). The Warranty Bond, if used, shall guarantee the performance of CONTRACTOR's warranties and warranties of its subcontractors and run in favor of and be enforceable by SBCTA, the California Department of Transportation, utility owners and local agencies (as applicable) for the warranty obligations under the Contract.

If used, the Warranty Bond shall be in an amount specified of ten (10) percent of the amount payable to CONTRACTOR under the Contract ("Warranty Bond Amount"). SBCTA will release the Warranty Bond upon the expiration of the Warranty Period, provided the following conditions have been met: (i) CONTRACTOR is not in default under this Contract and no event has occurred that, with the passage of time or the giving of notice, would constitute a default under this Contract; and (ii) SBCTA receives either (a) evidence satisfactory to SBCTA that all persons eligible to file a claim against the Warranty Bond have been fully paid and unconditional releases of liens and stop payment notices from all subcontractors, if any, that filed preliminary notice of a claim against the Warranty Bond; or (b) the statutory period for subcontractors to file a claim against the Warranty Bond has expired and no claims have been filed.

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than seven days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

SBCTA has adopted a prompt payment provision on all DOT – assisted contracts, to facilitate timely payment to all subcontractors/subconsultants in accordance with regulatory mandates. This provision requires a Contractor to issue payment to all subcontractors, for satisfactory performance of their contracts, no later than seven (7) days from receipt of each payment made to the Contractor by Department.

Commencing with the Contractors second Pay Application Request/Invoice, the Contractor shall provide SBCTA with evidence in the form of a signed assurance that the Contractor has paid all subcontractors/subconsultants all amounts due for work that the subcontractor/subconsultant has satisfactorily performed. The statement of compliance, signed under penalty of perjury, may be included within the Pay Application document or as an attachment.

Attention is directed to the Prompt Payment Certification Form attached as Appendix C of these special provisions.

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of $ enter dollar and cents amount **TWO HUNDRED THIRTEEN MILLION, TWO HUNDRED SIXTY-FOUR THOUSAND, THREE HUNDRED NINETY-FOUR DOLLARS AND ZERO CENTS** (**$213,264,394.00**), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work at the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.

4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to SBCTA's Director of Project Delivery the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

BID SCHEDULE

Item Code	Description	Reference	Unit of Measure	Quantity	Guy F. Atkinson Construction, LLC
050000A	RESIDENT ENGINEER'S OFFICE		LS	1	$1,245,000.0(
050137A	RAILROAD FLAGGING		DAY	330	$1,089,000.0(
070030	LEAD COMPLIANCE PLAN		LS	1	$5,000.0(
070032A	UNSHELTERED INDIVIDUAL ENCAMPMENTS REMOVAL AND CLEAN-UP		WDAY	45	$225,000.0(
080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE		LS	1	$400,000.0(
090100	TIME-RELATED OVERHEAD (WDAY)		WDAY	600	$19,404,000.0(
090205	DISPUTE RESOLUTION BOARD ON-SITE MEETING		EA	17	$102,000.0(
090210	HOURLY OFF-SITE DISPUTE-RESOLUTION-BOARD-RELATED TASKS		HR	120	$24,000.0(
090214	SAFETY QUALITY CONTROL MANAGER		LS	1	$1,045,000.0(
090215A	MAINTENANCE OF EXISTING FACILITIES		LS	1	$1,450,000.0(
100100	DEVELOP WATER SUPPLY		LS	1	$203,750.0(
120090	CONSTRUCTION AREA SIGNS		LS	1	$375,000.0(
120100	TRAFFIC CONTROL SYSTEM		LS	1	$4,345,000.0(
120101	TRAFFIC CONTROL SUPERVISOR		DAY	400	$573,200.0(
120103	STATIONARY IMPACT ATTENUATOR VEHICLE		DAY	300	$282,900.0(
120120	TYPE III BARRICADE		EA	92	$9,200.0(
120165	CHANNELIZER (SURFACE MOUNTED)		EA	2140	$132,680.0(
120207	PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM		DAY	2320	$88,160.0(
120320	TEMPORARY BARRIER SYSTEM		LF	156000	$1,560,000.0(
120321A	TEMPORARY BARRIER SYSTEM (LEFT IN PLACE)		LF	3240	$246,240.0(
128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)		LS	1	$550,000.0(
129100	TEMPORARY CRASH CUSHION MODULE		EA	850	$307,700.0(
129108	TEMPORARY CRASH CUSHION TL-3		EA	9	$78,408.0(
129150	TEMPORARY TRAFFIC SCREEN		LF	149000	$1,192,000.0(
129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM		EA	12	$271,560.0(
130100	JOB SITE MANAGEMENT		LS	1	$700,000.0(
130301	STORMWATER POLLUTION PREVENTION PLAN		LS	1	$5,000.0(
130312	PRE-STORM EVENT INSPECTION REPORT		EA	93	$27,900.0(
130322	DURING- AND POST-STORM EVENT INSPECTION REPORT		EA	30	$9,000.0(
130331	STORMWATER ANNUAL REPORT		EA	4	$3,000.0(
130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)		EA	10	$20,500.0(

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

130520	TEMPORARY HYDRAULIC MULCH		SQYD	38200	$19,100.0(
130570	TEMPORARY COVER		SQYD	10000	$80,000.0(
130610	TEMPORARY CHECK DAM		LF	1560	$39,000.0(
130620	TEMPORARY DRAINAGE INLET PROTECTION		EA	320	$148,480.0(
130640	TEMPORARY FIBER ROLL		LF	31100	$186,600.0(
130680	TEMPORARY SILT FENCE		LF	15400	$87,780.0(
130710	TEMPORARY CONSTRUCTION ENTRANCE		EA	25	$493,750.0(
130730	STREET SWEEPING		LS	1	$780,000.0(
130900	TEMPORARY CONCRETE WASHOUT		LS	1	$173,000.0(
140003	ASBESTOS COMPLIANCE PLAN		LS	1	$25,000.0(
140006A	ASBESTOS SURVEY AND SAMPLING		LS	1	$40,000.0(
141109	ADL BURIAL LOCATION REPORT		LS	1	$100,000.0(
141120	TREATED WOOD WASTE		LB	632000	$316,000.0(
146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)		LS	1	$500,000.0(
146007	INVASIVE SPECIES CONTROL		LS	1	$125,000.0(
148005	NOISE MONITORING		LS	1	$15,500.0(
153121	REMOVE CONCRETE (CY)		CY	340	$31,620.0(
153248	REMOVE CONCRETE (MISCELLANEOUS) (SQFT)		SQFT	68000	$102,000.0(
N/A	N/A		N/A	0	$0.0(
160110	TEMPORARY HIGH-VISIBILITY FENCE		LF	11200	$112,000.0(
170103	CLEARING AND GRUBBING (LS)		LS	1	$1,250,000.0(
190101	ROADWAY EXCAVATION		CY	106000	$4,240,000.0(
190106	ROADWAY EXCAVATION (TYPE Z-3) (AERIALLY DEPOSITED LEAD)		CY	8790	$2,637,000.0(
190163	ROADWAY EXCAVATION (TYPE R-1) (AERIALLY DEPOSITED LEAD)		CY	105000	$2,100,000.0(
190164	ROADWAY EXCAVATION (TYPE R-2) (AERIALLY DEPOSITED LEAD)		CY	7520	$251,920.0(
192037	STRUCTURE EXCAVATION (RETAINING WALL)	F	CY	74705	$4,482,300.0(
192049	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	F	CY	47	$3,760.0(
192060	STRUCTURE EXCAVATION (GROUND ANCHOR WALL)	F	CY	679	$47,530.0(
193006	STRUCTURE BACKFILL (SLURRY CEMENT)	F	CY	19	$6,897.0(
193013	STRUCTURE BACKFILL (RETAINING WALL)	F	CY	44138	$1,765,520.0(
193027	STRUCTURE BACKFILL (GROUND ANCHOR WALL)	F	CY	39	$3,120.0(
193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	F	CY	6	$780.0(
193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	F	CY	2371	$149,373.0(
193116	CONCRETE BACKFILL (SOLDIER PILE WALL)	F	CY	22	$11,814.0(
193119	LEAN CONCRETE BACKFILL	F	CY	9	$4,590.0(
200114	ROCK BLANKET		SQFT	27500	$605,000.0(

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

204096	MAINTAIN EXISTING PLANTED AREAS		LS	1	$32,400.0(
205035	WOOD MULCH		CY	8	$1,616.0(
206300	TEMPORARY IRRIGATION SYSTEM		LS	1	$62,250.0(
206400	CHECK AND TEST EXISTING IRRIGATION FACILITIES		LS	1	$2,530.0(
206402	OPERATE EXISTING IRRIGATION FACILITIES		LS	1	$11,135.0(
206405	REMOVE IRRIGATION FACILITY		LS	1	$18,725.0(
206560	CONTROL AND NEUTRAL CONDUCTORS		LS	1	$50,610.0(
206567	3" REMOTE CONTROL VALVE		EA	2	$4,200.0(
206761	24-32 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)		EA	2	$38,480.0(
206909A	48 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)		EA	1	$21,762.0(
208006	2" GALVANIZED STEEL PIPE (SUPPLY LINE)	F	LF	150	$53,250.0(
208008	3" GALVANIZED STEEL PIPE (SUPPLY LINE)	F	LF	150	$56,250.0(
208301	IRRIGATION CONTROLLER ENCLOSURE CABINET		EA	3	$7,590.0(
208442	FLOW SENSOR		EA	2	$5,060.0(
208588	3" GATE VALVE		EA	10	$25,300.0(
208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	141	$1,551.0(
208600	3" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	F	LF	388	$7,760.0(
208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	F	LF	2743	$54,860.0(
208611A	10" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	F	LF	9338	$522,928.0(
208820	10" WELDED STEEL PIPE CONDUIT		LF	210	$102,060.0(
208822A	20" WELDED STEEL PIPE CONDUIT		LF	420	$212,520.0(
210110	IMPORTED TOPSOIL (CY)		CY	27500	$2,447,500.0(
210212	DRY SEED (SQFT)		SQFT	116000	$5,800.0(
210300	HYDROMULCH		SQFT	605000	$36,300.0(
210430	HYDROSEED		SQFT	605000	$36,300.0(
210610	COMPOST (CY)		CY	2590	$220,150.0(
210630	INCORPORATE MATERIALS		SQFT	726000	$181,500.0(
250201	CLASS 2 AGGREGATE SUBBASE		CY	26200	$1,087,300.0(
260203	CLASS 2 AGGREGATE BASE (CY)		CY	8980	$655,540.0(
280015	LEAN CONCRETE BASE RAPID SETTING		CY	2390	$733,730.0(
360200	BASE BOND BREAKER		SQYD	4830	$16,905.0(
390100	PRIME COAT		TON	300	$435,000.0(
390132	HOT MIX ASPHALT (TYPE A)		TON	61900	$9,285,000.0(
390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)		TON	420	$131,460.0(
394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)		LF	560	$2,240.0(
394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)		LF	550	$2,200.0(
394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	7250	$29,000.0(
394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)		LF	4930	$19,720.0(

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Attachment: 25-1003328 - PDF (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane Project - Contract 2B)

394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	47	$4,888.0
397005	TACK COAT		TON	81	$107,082.0
398100	REMOVE ASPHALT CONCRETE DIKE		LF	21600	$2,376.0
398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	370	$7,400.0
401050	JOINTED PLAIN CONCRETE PAVEMENT		CY	82100	$27,503,500.0
401055	JOINTED PLAIN CONCRETE PAVEMENT (RSC)		CY	4470	$2,257,350.0
414241	ISOLATION JOINT SEAL (SILICONE)		LF	99100	$1,040,550.0
418005	REMOVE CONCRETE PAVEMENT (SQYD)		SQYD	39500	$553,000.0
420201	GRIND EXISTING CONCRETE PAVEMENT		SQYD	130000	$520,000.0
460200	GROUND ANCHOR (VERTICAL)		EA	670	$2,850,180.0
460210	GROUND ANCHOR (SUBHORIZONTAL)		EA	180	$1,122,120.0
477020	MECHANICALLY STABILIZED EMBANKMENT	F	SQFT	3238	$1,198,060.0
480601A	TEMPORARY SHORING (RETAINING WALL 1996)		LS	1	$1,460,000.0
480602A	TEMPORARY SHORING (RETAINING WALL 2026)		LS	1	$612,000.0
490314A	STEEL SOLDIER PILE (W14X48)		LF	280	$34,720.0
490400	24" DRILLED HOLE		LF	200	$35,200.0
490601	16" CAST-IN-DRILLED-HOLE CONCRETE PILING		LF	4700	$916,500.0
498016	16" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)		LF	8760	$1,716,960.0
498022	24" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)		LF	540	$160,380.0
498052	60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)		LF	1070	$1,308,610.0
510060	STRUCTURAL CONCRETE, RETAINING WALL	F	CY	26886	$14,115,150.0
510061	STRUCTURAL CONCRETE, SOUND WALL	F	CY	489	$1,102,206.0
510062A	STRUCTURAL CONCRETE, FASCIA	F	CY	222	$353,868.0
510072	STRUCTURAL CONCRETE, BARRIER SLAB	F	CY	695	$455,225.0
510087	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)		CY	81	$54,837.0
510092	STRUCTURAL CONCRETE, HEADWALL	F	CY	7	$35,686.0
510094	STRUCTURAL CONCRETE, DRAINAGE INLET	F	CY	361	$1,232,815.0
510095A	STRUCTURAL CONCRETE (CULVERT EDGE TRANSITION BLOCK)		CY	6	$8,988.0
510502	MINOR CONCRETE (MINOR STRUCTURE)	F	CY	434	$874,510.0
510503A	STRESS REDUCING SLAB	F	CY	1308	$813,576.0
511015	CONCRETE SURFACE TEXTURE		SQFT	90000	$2,790,000.0
519081	JOINT SEAL (MR 1/2")		LF	54	$8,262.0
520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	17605	$24,647.0
520103	BAR REINFORCING STEEL (RETAINING WALL)	F	LB	3483170	$4,179,804.0

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520104A	BAR REINFORCING STEEL (FASCIA)	F	LB	97226	$194,452.0(
530200	STRUCTURAL SHOTCRETE	F	CY	282	$443,022.0(
540106	DAMPPROOFING	F	SQFT	44217	$221,085.0(
560208	FURNISH SIGN STRUCTURE (TUBULAR)	F	LB	204800	$1,331,200.0(
560209	INSTALL SIGN STRUCTURE (TUBULAR)	F	LB	204800	$204,800.0(
560218	FURNISH SIGN STRUCTURE (TRUSS)	F	LB	144805	$1,013,635.0(
560219	INSTALL SIGN STRUCTURE (TRUSS)	F	LB	144805	$86,883.0(
560226	FURNISH SIGN STRUCTURE (VERSATILE TRUSS)		LB	213000	$1,650,750.0(
560227	INSTALL SIGN STRUCTURE (VERSATILE TRUSS)		LB	213000	$159,750.0(
568046	REMOVE SIGN STRUCTURE (EA)		EA	13	$84,279.0(
575004	TIMBER LAGGING	F	MFBM	0.2	$11,200.0(
582001	SOUND WALL (MASONRY BLOCK)	F	SQFT	74491	$2,085,748.0(
582002	ACCESS GATE (SOUND WALL)	F	EA	4	$28,520.0(
590120	CLEAN AND PAINT STEEL SOLDIER PILING		LS	1	$67,158.0(
600017	REMOVE RETAINING WALL (LF)		LF	740	$19,240.0(
600021	REMOVE RETAINING WALL (LS)		LS	1	$8,875.0(
600027	REMOVE RETAINING WALL (PORTION) (LS)		LS	1	$71,000.0(
600043	PLACE POLYESTER CONCRETE OVERLAY	F	SQFT	185	$25,530.0(
600051	REMOVE SOUND WALL (LF)		LF	2050	$243,950.0(
621708A	CAPTURE HOUSING TYPE A (M) (3<D4) EA		EA	19	$760,000.0(
621710A	CAPTURE HOUSING TYPE A (M) (4<D5) EA		EA	17	$765,000.0(
621712A	CAPTURE HOUSING TYPE A (M) (5<D6) EA		EA	13	$617,500.0(
650012	15" REINFORCED CONCRETE PIPE		LF	140	$38,920.0(
650014	18" REINFORCED CONCRETE PIPE		LF	4630	$870,440.0(
650018	24" REINFORCED CONCRETE PIPE		LF	15100	$2,944,500.0(
650022	30" REINFORCED CONCRETE PIPE		LF	42	$11,886.0(
650026	36" REINFORCED CONCRETE PIPE		LF	180	$86,400.0(
650030	42" REINFORCED CONCRETE PIPE		LF	210	$106,470.0(
650066A	24" REINFORCED CONCRETE PIPE TRENCHLESS INSTALLATION METHOD		LF	1370	$1,517,960.0(
657213	24" X 38" OVAL SHAPED REINFORCED CONCRETE PIPE (CLASS II)		LF	270	$162,540.0(
657214A	14" X 23" OVAL SHAPED REINFORCED CONCRETE PIPE (CLASS II)		LF	2.5	$5,415.0(
657215A	19" X 30" OVAL SHAPED REINFORCED CONCRETE PIPE (CLASS II)		LF	580	$292,320.0(
665717	18" SLOTTED CORRUGATED STEEL PIPE (.079" THICK)		LF	3970	$1,020,290.0(
681132	GEOCOMPOSITE DRAIN		SQFT	5100	$5,100.0(
703211	12" CORRUGATED STEEL PIPE RISER (.079" THICK)		LF	16	$14,752.0(
703254	48" CORRUGATED STEEL PIPE RISER (.079" THICK)		LF	3.3	$15,972.0(
705201	12" CONCRETE FLARED END SECTION		EA	1	$2,217.0(
705204	18" CONCRETE FLARED END SECTION		EA	4	$13,720.0(

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707117	36" PRECAST CONCRETE PIPE INLET		LF	94	$61,476.0(
707217	36" PRECAST CONCRETE PIPE MANHOLE		LF	81	$112,590.0(
710102	ABANDON CULVERT (LF)		LF	1710	$30,780.0(
710120	REMOVE DRAINAGE FACILITY (EA)		EA	4	$7,072.0(
710123A	REMOVE GRATED LINE DRAIN		LF	190	$7,790.0(
710126	REMOVE OVERSIDE DRAIN		EA	9	$6,138.0(
710136	REMOVE PIPE (LF)		LF	3490	$118,660.0(
710150	REMOVE INLET		EA	47	$67,680.0(
710152	REMOVE HEADWALL		EA	17	$27,013.0(
710167	REMOVE FLARED END SECTION (EA)		EA	2	$596.0(
710196	ADJUST INLET		EA	20	$83,400.0(
710208	ADJUST FRAME AND COVER TO GRADE		EA	3	$9,153.0(
710240	MODIFY INLET		EA	1	$3,531.0(
710260	REMOVE CONCRETE (CHANNEL)		CY	68	$22,100.0(
710262	CAP INLET		EA	18	$29,160.0(
710370	SAND BACKFILL		CY	180	$73,800.0(
720008	REMOVE SLOPE PAVING (SQYD)		SQYD	1310	$15,720.0(
721420	CONCRETE (DITCH LINING)		CY	96	$148,224.0(
721810	SLOPE PAVING (CONCRETE)		CY	20	$42,800.0(
723050	ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B) (CY)		CY	2.2	$2,442.0(
723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)		CY	4.2	$3,087.0(
723095	ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (CY)		CY	16	$11,392.0(
729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		SQYD	54	$2,052.0(
729013A	REMOVE ROCK SLOPE PROTECTION		CY	44	$22,000.0(
730021A	MINOR CONCRETE CURB (CY) (TYPE B4)		CY	84	$53,676.0(
730022A	MINOR CONCRETE CURB (CY) PCC (TYPE F)		CY	2	$5,780.0(
730040	MINOR CONCRETE (GUTTER) (LF)		LF	10200	$377,400.0(
730045	MINOR CONCRETE (GUTTER) (CY)		CY	200	$80,800.0(
731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)		CY	250	$82,000.0(
731710	REMOVE CONCRETE CURB (LF)		LF	230	$2,530.0(
731840	REMOVE CONCRETE (CURB AND GUTTER)		LF	2090	$13,585.0(
750001	MISCELLANEOUS IRON AND STEEL	F	LB	105217	$1,157,387.0(
750502	MISCELLANEOUS METAL (RETAINING WALL)	F	LB	99	$5,742.0(
780440	PREPARE AND STAIN CONCRETE		SQFT	120000	$780,000.0(
800103	TEMPORARY FENCE (TYPE CL-6)		LF	7350	$249,900.0(
800360	CHAIN LINK FENCE (TYPE CL-6)		LF	980	$57,820.0(
803050	REMOVE CHAIN LINK FENCE		LF	7610	$175,030.0(
810120	REMOVE PAVEMENT MARKER		EA	24500	$13,475.0(
810130	REMOVE DELINEATOR		EA	20	$1,500.0(
810170	DELINEATOR (CLASS 1)		EA	53	$3,445.0(

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810171A	CHANNELIZER (EXPRESS LANE)		EA	3770	$233,740.0(
810172A	CHANNELIZER (EXPRESS LANE)(SPARE)		EA	1400	$86,800.0(
810190	GUARD RAILING DELINEATOR		EA	370	$11,100.0(
810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	26400	$105,600.0(
820113	TREATMENT BEST MANAGEMENT PRACTICE MARKER		EA	63	$18,585.0(
820250	REMOVE ROADSIDE SIGN		EA	110	$20,350.0(
820300	REMOVE ROADSIDE SIGN (STRAP AND SADDLE BRACKET METHOD)		EA	8	$2,400.0(
820350	REMOVE SIGN FROM SIGN FRAME		EA	18	$27,342.0(
820710	FURNISH LAMINATED PANEL SIGN (1"-TYPE A)		SQFT	5780	$196,520.0(
820720	FURNISH LAMINATED PANEL SIGN (1"-TYPE B)		SQFT	250	$8,250.0(
820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)		SQFT	900	$18,000.0(
820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)		SQFT	1750	$36,750.0(
820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)		SQFT	350	$14,350.0(
820790	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)		SQFT	250	$11,000.0(
820831A	RETAINING WALL MOUNTED SIGN		EA	2	$34,650.0(
820840	ROADSIDE SIGN - ONE POST		EA	85	$49,300.0(
820850	ROADSIDE SIGN - TWO POST		EA	36	$47,808.0(
820860	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)		EA	51	$17,085.0(
820890	INSTALL SIGN PANEL ON EXISTING FRAME		SQFT	160	$800.0(
820920	INSTALL ROADSIDE SIGN (LAMINATED WOOD BOX POST)		EA	2	$4,600.0(
820922A	FURNISH LAMINATED WOOD BOX POST (TYPE L)		EA	4	$18,456.0(
832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)		LF	7430	$334,350.0(
832018	MIDWEST GUARDRAIL SYSTEM (8' STEEL POST)		LF	430	$25,800.0(
832070	VEGETATION CONTROL (MINOR CONCRETE)		SQYD	8070	$516,480.0(
833031A	CHAIN LINK RAILING (TYPE 7 (Mod))	F	LF	1381	$214,055.0(
833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	F	LF	1741	$421,322.0(
833131A	CONCRETE BARRIER (ANCHOR BLOCK)	F	LF	165	$230,505.0(
839305	SINGLE THRIE BEAM BARRIER (TYPE M)		LF	4470	$236,910.0(
839521	CABLE RAILING	F	LF	10528	$579,040.0(
839544	TRANSITION RAILING (TYPE AGT)		EA	14	$71,750.0(
839545A	TRANSITION RAILING (TYPE DOUBLE AGT)		EA	1	$6,499.0(
839576	END CAP (TYPE A)		EA	7	$3,920.0(
839580	END ANCHOR ASSEMBLY (TYPE SFT-M)		EA	31	$55,893.0(
015019	ALTERNATIVE CRASH CUSHION TL-3		EA	3	$119,889.0(
015299	ALTERNATIVE IN-LINE TERMINAL TL-3		EA	13	$62,673.0(

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839643	CONCRETE BARRIER (TYPE 60MD)		LF	190	$38,190.0(
839645	CONCRETE BARRIER (TYPE 60MG)		LF	26	$9,100.0(
839647	CONCRETE BARRIER (TYPE 60MGC)		LF	20800	$3,224,000.0(
839648	CONCRETE BARRIER (TYPE 60MGF)		LF	3670	$1,713,890.0(
839649	CONCRETE BARRIER (TYPE 60MS)		LF	15000	$1,725,000.0(
839651	CONCRETE BARRIER (TYPE 60MSC)		LF	1070	$232,190.0(
839654A	CONCRETE BARRIER TRANSITION (TYPE 60MG LIGHT)		LF	890	$449,450.0(
839655A	CONCRETE BARRIER (TYPE 60MGC MODIFIED)		LF	38	$11,400.0(
839656A	CONCRETE BARRIER TRANSITION (TYPE 60MS LIGHT)		LF	860	$330,240.0(
839657A	CONCRETE BARRIER TRANSITION(TYPE 60MSF MODIFIED)		LF	48	$52,080.0(
839658A	CONCRETE BARRIER (TYPE 60MD MODIFIED)		LF	11600	$1,218,000.0(
839659A	CONCRETE BARRIER (TYPE 60MF MODIFIED)		LF	220	$161,920.0(
839720A	CONCRETE BARRIER (TYPE 836SV)	F	LF	2643	$938,265.0(
839721A	CONCRETE BARRIER (TYPE 836SV MODIFIED)	F	LF	133	$67,830.0(
839740A	CONCRETE BARRIER (TYPE 836A) (Mod)	F	LF	1268	$258,672.0(
839741	CONCRETE BARRIER (TYPE 836)	F	LF	591	$211,578.0(
839742	CONCRETE BARRIER (TYPE 836A)	F	LF	690	$161,460.0(
839743	CONCRETE BARRIER (TYPE 836B)	F	LF	233	$76,890.0(
839747	CONCRETE BARRIER (TYPE 842A)	F	LF	70	$27,720.0(
839752	REMOVE GUARDRAIL		LF	34200	$342,000.0(
839755	REMOVE CABLE RAILING		LF	130	$3,640.0(
839774	REMOVE CONCRETE BARRIER		LF	6830	$114,744.0(
840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)		SQFT	25100	$135,540.0(
840617	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)		LF	710	$781.0(
840621	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)		LF	8770	$9,647.0(
840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	660000	$297,000.0(
840666	PAINT PAVEMENT MARKING (2-COAT)		SQFT	3620	$9,774.0(
846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	133000	$146,300.0(
846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	118000	$188,800.0(
846011	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)		LF	3410	$5,456.0(
846013	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	11100	$23,865.0(

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846036A	REMOVE (THERMOPLASTIC OR PAINTED) TRAFFIC STRIPE (HIGH-PRESSURE WATER BLASTING)(LF)		LF	1050000	$472,500.0(
846037A	REMOVE (THERMOPLASTIC OR PAINTED) PAVEMENT MARKING (HIGH-PRESSURE WATER BLASTING)(SQFT)		SQFT	28700	$76,055.0(
847077	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 12-3)		LF	16300	$69,275.0(
847198	CONTRAST STRIPE THERMOPLASTIC		LF	391000	$195,500.0(
847221	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 17-7)		LF	1200	$3,000.0(
847222	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 36-12)		LF	162000	$405,000.0(
847224	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)		LF	2140	$27,820.0(
870009	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION		LS	1	$76,230.0(
870135A	MODIFYING ELECTRIC SERVICE FOR IRRIGATION		LS	1	$98,181.0(
870620A	TEMPORARY TRAFFIC MONITORING STATION SYSTEM		LS	1	$45,000.0(
871301A	MODIFYING CAMERA SYSTEMS		LS	1	$142,755.0(
871901A	MODIFYING FIBER OPTIC CABLE SYSTEMS		LS	1	$2,261,590.0(
871902A	TOLL INFRASTRUCTURE		LS	1	$2,212,210.0(
871920A	TEMPORARY FIBER OPTIC CABLE SYSTEMS		LS	1	$487,800.0(
872001	TEMPORARY LIGHTING SYSTEMS		LS	1	$565,025.0(
872131	MODIFYING LIGHTING SYSTEMS		LS	1	$3,165,900.0(
872132	MODIFYING SIGN ILLUMINATION SYSTEMS		LS	1	$70,150.0(
872134	MODIFYING RAMP METERING SYSTEMS		LS	1	$1,086,500.0(
872135	MODIFYING TRAFFIC MONITORING STATIONS		LS	1	$220,000.0(
872140A	TEMPORARY RAMP METERING SYSTEMS		LS	1	$641,200.0(
872149A	REMOVING VEHICLE SENSOR NODE		LS	1	$9,620.0(
999990	MOBILIZATION		LS	1	$20,634,703.0(
582003A	RECONSTRUCT BLOCK WALL		LF	58	$40,774.0(
600052A	REMOVE BLOCK WALL		LF	51	$17,595.0(
800401A	RECONSTRUCT FENCE (WROUGHT IRON)		LF	40	$13,760.0(
800402A	RECONSTRUCT FENCE (METAL CLADDING)		LF	63	$17,829.0(
803015	REMOVE WOOD FENCE		LF	1	$698.0(
803021A	REMOVE FENCE (WROUGHT IRON)		LF	34	$2,890.0(
803022A	REMOVE FENCE (METAL CLADDING)		LF	63	$4,599.0(
803110	RECONSTRUCT WOOD FENCE		LF	4.5	$2,313.0(
803140	RECONSTRUCT CHAIN LINK FENCE		LF	93	$15,159.0(
				Subtotal	$213,264,394.0(
				Total	$213,264,394.0(

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ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due and the compensation set forth in this Contract 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 CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of work performed by the CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain such license throughout the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR 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, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

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ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

ARTICLE 11. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

11.1 Definitions. As used in this clause—

Covered area means the geographical area described in the solicitation for this contract.

Deputy Assistant Secretary means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Programs, U.S. Department of Labor, or a designee.

Employer identification number means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

Minority means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

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11.2 If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $ 10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

11.3 If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

11.4 The Contractor shall implement the affirmative action procedures in subparagraphs (1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

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(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph (2) of this clause.

(6) Disseminate the Contractor's equal employment policy by-

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations

11.5 Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause.

11.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

11.7 The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

11.7.1 Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory

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personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

11.7.2 Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

11.7.3 Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

11.7.4 Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

11.7.5 Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph 11.4(2) of this clause.

11.7.6 Disseminate the Contractor's equal employment policy by –

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

11.7.7 Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this

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policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

11.7.8 Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

11.7.9 Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

11.7.10 Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

11.7.11 Validate all tests and other selection requirements where required under 41 CFR 60-3.

11.7.12 Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

11.7.13 Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

11.7.14 Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

11.7.15 Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

11.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

11.8 The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs 11.4(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and

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participant may be asserted as fulfilling one or more of its obligations under subparagraphs 11.4(1) through (16) of this clause, provided the Contractor –

11.8.1 Actively participates in the group;

11.8.2 Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

11.8.3 Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

11.8.4 Makes a good-faith effort to meet its individual goals and timetables; and

11.8.5 Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

11.9 A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of this clause if a particular group is employed in a substantially disparate manner.

11.10 The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts.

11.12 The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause.

11.13 The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph 11.4(1) through (16) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of federal regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

11.14 The Contractor shall designate a responsible official to –

11.14.1 Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

11.14.2 Submit reports as may be required by the Government; and

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11.14.3 Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

11.15 Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR 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 to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 13. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

14.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SBCTA.

14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA or (b) the information was obtained at the time of disclosure

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to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

14.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

14.5 All press releases 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 the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

14.6 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).

14.7 CONTRACTOR, its employees, agents and subcontractors 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 15. TERMINATION

15.1 Termination for Convenience - SBCTA shall have the right at any time without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services 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.

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

15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share

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of the contract cost and a pro rata share of any fixed fee for such Services satisfactorily executed to the date of termination.

15.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field 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.

15.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR 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, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

15.3 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 CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 16. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any 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 provision herein.

ARTICLE 17. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

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Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

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(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide

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the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Per Section PCC § 20104:

(a) (1) This section applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

PCC § 20104.4

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

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(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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ARTICLE 18. INSURANCE

18.1 CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, within 10 days after SBCTA issues a notice of award. Builders Risk coverage must be in place upon delivery of materials or the start of work, whichever occurs first. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR'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:

18.2 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$50,000,000 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.
  - $50,000,000 per occurrence limit for property damage or bodily injury
  - $5,000,000 per occurrence limit for personal injury and advertising injury
  - $50,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01)
- 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.
- This contract includes work in close proximity to an active railroad and Railroad Protective Liability Coverage is required by 3rd party railroads. Therefore the CGL policy shall not exclude coverage of contractual lability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove all such exclusions to the coverage.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR

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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

18.3 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

18.4 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **$5,000,000** 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 CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

18.5 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $2,000,000 per accident
- Bodily Injury by disease - $2,000,000 policy limit/$2,000,000 each employee

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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 CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

18.6 Professional Liability: In the event any contract specifications requires CONTRACTOR to perform professional services, such as but not limited to, architectural, engineering, construction management, surveying, or design, CONTRACTOR shall maintain a Professional Liability policy with limits not less than five million dollars ($5,000,000) per claim and five million ($5,000,000) aggregate. Such policy shall not contain any pollution exclusions.

18.7 Builder's Risk Insurance – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name SBCTA as a loss payee as their interest may appear. If the project does not involve new or major reconstruction, at the option of SBCTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others, with limits equal to the completed value of the project on a full replacement cost basis, with no coinsurance penalty provision. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of

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Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 18 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $250,000.00 per loss. The policy may have sub-limits not less than the following:

Earthquake	$5,000,000.00
Flood	$1,000,000.00

18.8 Contractor's Pollution Liability Insurance - The policy must include the following:

- $5,000,000 per claim or occurrence limits/$10,000,000 in the aggregate
- If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

18.9 Railroad Protective Liability Insurance:

This coverage is only required when it is required by a third-party railroad operator or railroad owner anytime work is performed on or in close proximity to a railroad. CONTRACTOR is to conduct their own investigation of the RRPL requirements and shall meet the coverage and limits dictated by any third-party railroad, but when required, in no event less than outlined below.

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and/or operator with respect to the operations the CONTRACTOR or any of their subcontractors perform on the Property. Minimum Limits: **$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply. If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than $2 million per occurrence, combined single limit. A $6 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims

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made period no shorter than the length of the original policy period plus one year.

- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
    - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

18.10 General Provisions

18.10.1 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.

18.10.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority (SBCTA), California Department of Transportation (Caltrans), California Highway Patrol, City of Ontario, City of Fontana, City of Rialto, City of Colton, San Bernardino County, Union Pacific Railroad (UPRR), and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

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

18.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will pay, and shall require its sub-CONTRACTORS 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 $10,000 or one (1) percent of the

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amount of coverage required under this Contract, whichever is less, the CONTRACTOR 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 CONTRACTOR 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. The Contractor' s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

18.10.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability, Pollution 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 CONTRACTOR's or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

18.10.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor 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, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR 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 CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

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

18.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in

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no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR 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 CONTRACTOR, or any subcontractor 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.

18.10.9 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.

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

18.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

18.10.12 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

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18.10.13 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

18.10.14 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 CONTRACTOR 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.

18.10.15 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR 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 CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority (SBCTA), California Department of Transportation (Caltrans), California Highway Patrol, City of Ontario, City of Fontana, City of Rialto, City of Colton, San Bernardino County, Union Pacific Railroad Company, and their respective officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of and/or allegedly arising out of this Contract, and/or CONTRACTOR's alleged performance related thereto, from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's duties to indemnify, defend, and hold harmless as specified herein apply regardless of the existence (or lack of existence) of any applicable policy of insurance or coverage. To the extent permitted by law, CONTRACTOR's duty to defend and indemnification obligations shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and/or its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent insurance coverage determination, fault determination, and/or allocation of defense costs that may be required by law. Within fourteen (14) days of CONTRACTOR's receipt of a written tender of defense and/or indemnification from any of the Indemnitees, CONTRACTOR shall respond directly in writing accepting the applicable tender or otherwise stating the factual, legal, and contractual basis for any rejection and/or reservation of rights. Responses by CONTRACTOR's insurers (if any) or third-party claims administrator (if any) do not satisfy CONTRACTOR's direct response obligations set forth herein. Defense costs and/or other losses incurred by any Indemnitee due to the failure by CONTRACTOR to accept a tender in accordance with these terms, failure to provide an appropriate defense, and/or failure to appropriately respond to a tender hereunder, may be deducted

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by SBCTA from any payments otherwise due from SBCTA to CONTRACTOR, including but not limited to progress payments and/or retention. SBCTA may elect, at SBCTA's sole and absolute discretion, not to deduct such cost, which shall not serve as a waiver of SBCTA's right to deduct those costs at a later time or to recover them from CONTRACTOR or its insurers as permitted by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 20. OWNERSHIP OF DOCUMENTS

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

ARTICLE 21. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, Federal Highway Administration or Federal Transit Administration, shall at all times have access during normal business hours to CONTRACTOR's operations and products, wherever they are in preparation or progress, and CONTRACTOR 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 rights to require CONTRACTOR to comply with the Contract or to subsequently reject and unsatisfactory Work or products.

ARTICLE 22. INDEPENDENT CONTRACTOR

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

ARTICLE 23. 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 attorney's fees. This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 24. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties

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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 25. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 26. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidders and Special Provisions.

ARTICLE 27. 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 when: (a) upon actual delivery, if delivery is personally made; or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made outside 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. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To CONTRACTOR	**To SBCTA**
611 Anton Boulevard, Suite 1100	**1170 W. 3rd Street, 2nd Floor**
Costa Mesa, CA 92626	**San Bernardino, CA 92410-1715**
Attn: Mark Padien	**Attn: Khalid Bazmi**
Email: mark.padien@atkn.com	**Email: kbazmi@gosbcta.com**
2nd Contact: Keith Butz	**cc: Procurement Manager**
Email: keith.butz@atkn.com	**Email: procurement@gosbcta.com**
Phone: (949) 204-7594	**Phone: (909) 884-8276**

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highway Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

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ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of $41,800 per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 30. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 31. SUBCONTRACTS

31.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR § 635.116).

31.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

31.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

31.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

31. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has ensured that each

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subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 32. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 33. PREVAILING WAGE REQUIREMENTS

33.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

ARTICLE 34. SAFETY

34.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract

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Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

34.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 36. NONSEGREGATED FACILITIES

36.1 As prescribed by 41 CFR 60-1.8, CONTRACTOR must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. CONTRACTOR may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. CONTRACTOR's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated.

36.2 The term "facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. CONTRACTOR shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between. However, nothing in this Article shall prohibit separate facilities necessary to comply with the Americans with Disabilities Act (e.g., disabled parking).

36.3 All subcontracts of $10,000 shall contain the provisions of this Article.

ARTICLE 37. TITLE VI ASSURANCES

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

37.1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

37.2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

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37.3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

37.4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

37.5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

37.5.1 withholding of payments to CONTRACTOR under the Contract within a reasonable period of time, not to exceed 90 days; and/or

37.5.2 cancellation, termination or suspension of the Contract, in whole or in part.

37.6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 38. RECORD OF MATERIALS, SUPPLIES AND LABOR

Intentionally Omitted.

ARTICLE 39. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid

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highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR § 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS
18 U.S.C. § 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than five years or both."

ARTICLE 40. CARGO PREFERENCE ACT (CPA)

CONTRACTOR must comply with the Cargo Preference Act requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract.

ARTICLE 41. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 42. CONFIDENTIALITY

See Article 14.

ARTICLE 43. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

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ARTICLE 44. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

ARTICLE 45. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC sec. 6962), including but not limited to the 40 CFR Part 247. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 46. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in all subcontracts and further agrees to take such action SBCTA may direct as a means of enforcing such requirements.

ARTICLE 47 BUY AMERICA

CONTRACTOR must comply with the Buy America requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract, and must ensure that all subcontracts for Work on this Project contain a provision requiring compliance with such Buy America requirements. CONTRACTOR shall indemnify SBCTA from any loss, liability and expenses arising out of CONTRACTOR's failure to comply with Buy America requirements.

ARTICLE 48. DRUG FREE WORKPLACE

CONTRACTOR will 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

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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 49. LAPM EXHIBIT 12-G – REQUIRED FEDERAL-AID CONTRACT LANGUAGE

CONTRACTOR expressly acknowledges and agrees that the Required Contract Provisions for Federal-Aid Construction Contracts as set forth in LAPM Exhibit 12-G, attached as Exhibit A (which includes FHWA Form - 1273), are expressly incorporated into this Contract by this reference, and further agrees to comply with such provisions in performance under this Contract. CONTRACTOR further agrees to insert LAPM Exhibit 12-G and Form FHWA – 1273 in each subcontract and to require its inclusion in all lower tier subcontracts awarded in connection with this Contract.

ARTICLE 50. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 51. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR 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, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain 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 the CONTRACTOR.

ARTICLE 52. QUALITY ASSURANCE

Quality Assurance will be subject to SBCTA's review and approval.

ARTICLE 53. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 54. EFFECTIVE DATE

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

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

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

GUY F. ATKINSON CONSTRUCTION, LLC

By: _____
Mark Padien
Vice President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

1004388
License Number

52-2234755
Federal Employer Identification Number

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

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EXHIBIT A
LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

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Attachment: 25-1003328 Exhibit A - LAPM Exhibit 12-G Required Federal Aid Contract Language (12677 : Contract No. 25-1003328 Construction

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

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- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

C. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

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contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

~~**D. Termination and Replacement of DBE Subcontractors**~~

~~The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.~~

~~Termination of DBE Subcontractors~~

~~After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:~~

~~a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

~~b. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.~~

~~c. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.~~

~~d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to~~

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perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

e. Listed DBE's work is unsatisfactory and not in compliance with the contract.

f. Listed DBE is ineligible to work on the project because of suspension or debarment.

g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

h. Listed DBE voluntarily withdraws with written notice from the Contract

i. Listed DBE is ineligible to receive credit for the type of work required.

j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

k. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
   - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
   a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Quote for bid item work and description of work to be performed
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Subcontracting Request form
      - Revised Exhibit 15-G: Construction Contract DBE Commitment

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2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

E. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1st tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

F. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

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The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

H. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time

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~~needed to establish or increase a credit line with the material supplier~~

~~A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).~~

~~Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.~~

~~A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.~~

2. BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make

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an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

[Include the Buy America provisions below when required by LAPM Chapter 12]

Buy America Requirements apply to iron or steel, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products

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3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Furnish iron or steel products to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the iron or steel were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

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Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more that the lesser of $1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$X = NC / TA$

where:

X = percent threshold

NC = total value of non-compliant manufactured products and construction material

TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

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This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

~~For projects awarded on or after September 1, 2023:~~

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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35.e

~~The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.~~

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2

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177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

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13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation

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activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Federal Trainee Program Special Provisions
[to be used when applicable]

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of_____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

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The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users

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and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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EXHIBIT B
PREVAILING WAGE RATES

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

"General Decision Number: CA20260026 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
San Bernardino

Building Construction Projects
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
2	01/23/2026
3	05/18/2026

ASBE0005-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS)	$ 56.32	26.52
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS)	$ 39.94	20.65

ASBE0005-002 09/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS)	$ 56.32	26.52
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER *THE WAGE SCALE FOR PREVAILING WAGE PROJECTS PERFORMED IN BLYTHE, CHINA LAKE, DEATH VALLEY, FORT IRWIN, TWENTY-NINE PALMS, NEEDLES AND 1-15 CORRIDOR (BARSTOW TO THE NEVADA STATE LINE) WILL BE THREE DOLLARS ($3.00) ABOVE THE STANDARD SAN BERNARDINO/RIVERSIDE COUNTY HOURLY WAGE RATE	$ 45.53	20.29

BRCA0018-004 06/01/2024

	Rates	Fringes
TILE LAYER	$ 51.82	19.32
TILE FINISHER	$ 37.96	13.77
MARBLE FINISHER	$ 43.38	15.36

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 49.62	15.26
TERRAZZO FINISHER	$ 42.11	14.67

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER: (7) TABLE POWER SAW OPERATOR FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL	$ 52.34	26.18
CARPENTER: (6) SCAFFOLD BUILDER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL	$ 45.37	25.43
CARPENTER: (5) SAWFILER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL	$ 52.34	26.18
CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL	$ 52.37	26.18
CARPENTER: (3) PILEDRIVERMEN/DERRICK BARGEMAN, BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER		

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

(COMMERCIAL) FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL. .....$ 52.37 26.18

CARPENTER: (2) MILLWRIGHT FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.24 26.68

CARPENTER: (1) CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND ACOUSTICAL INSTALLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.24 26.18

CARP0213-002 07/01/2025

	Rates	Fringes
DIVER: (4) ASSISTANT TENDER AMOUNTS IN ""RATES' COLUMN ARE PER DAY	$ 418.96	26.18
DIVER: (3) TENDER AMOUNTS IN ""RATES' COLUMN ARE PER DAY	$ 442.96	26.18
DIVER: (2) STANDBY AMOUNTS IN ""RATES' COLUMN ARE PER DAY	$ 450.96	26.18
DIVER: (1) WET AMOUNTS IN ""RATES' COLUMN ARE PER DAY	$ 901.92	26.18

CARP0213-004 07/01/2025

	Rates	Fringes
DRYWALL (STOCKER/SCRAPPER)	$ 21.45	11.27
DRYWALL (DRYWALL INSTALLER/LATHER)	$ 52.24	26.18

CARP0721-001 07/01/2025

	Rates	Fringes
MODULAR FURNITURE INSTALLER	$ 25.00	13.06

ELEC0440-004 12/31/2024

	Rates	Fringes

COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS AND SYSTEMS WORK SCOPE OF WORK: INSTALLATION, TESTING, SERVICE AND MAINTENANCE OF SYSTEMS UTILIZING THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATIONAL, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEMS, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, FIRE ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS IN COMMERCIAL BUILDINGS. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, CONDUIT SYSTEMS, LINE VOLTAGE WORK, AND ENERGY MANAGEMENT SYSTEMS. DOES NOT COVER WORK PERFORMED AT CHINA LAKE NAVAL ORDNANCE TEST STATION.....$ 45.23 20.47

ELEC0477-002 06/01/2024

	Rates	Fringes
ELECTRICIAN: CABLE SPLICER: $1.50 PER HOUR ABOVE ELECTRICIAN RATE. TUNNEL WORK: 10% ABOVE ELECTRICIAN RATE. ZONE PAY: ZONE A - 80 ROAD MILES FROM POST OFFICE, 455 ORANGE SHOW LANE, SAN BERNARDINO, WILL BE A FREE ZONE FOR ALL CONTRACTORS ZONE B - ANY WORK PERFORMED OUTSIDE ZONE A'S 80 ROAD MILES, SHALL ADD $12.00 PER HOUR TO THE CURRENT WAGE SCALE.....	$ 53.15	29.07

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 40.76	21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 53.30	22.26
LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 70.16	24.71

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....	$ 69.43	38.44

ENGI0012-004 08/01/2025

	Rates	Fringes

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

OPERATOR, POWER EQUIPMENT: (6) BARGE MATE (DREDGING).....$ 61.34 40.95
OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER, DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....$ 60.73 40.95
OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR (STERN WINCH ON DREDGE) (DREDGING).....$ 61.27 40.95
OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)..$ 61.82 40.95
OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER (DREDGING).....$ 61.93 40.95
OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..$ 67.90 40.95

ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7- Tunnel mole boring machine operator PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....	$ 66.91	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....	$ 66.79	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 5- Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....	$ 66.68	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 4-		

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.46 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3- Dinkey locomotive or motorperson (up to and including 10 tons) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.32 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2- Power-driven jumbo form setter operator PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.03 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1- Skiploader (wheel type up to 3/4 yd. without attachment) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 65.25 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 13 Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons).....$ 70.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 12- Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 69.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 11- Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 68.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 10- Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 9 Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 8 Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL, BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU. YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST OPERATOR (3 DRUM) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 6 Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER

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OPERATOR.....$ 66.29 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER HOIST OPERATOR (1 DRUM) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER
OPERATOR.....$ 66.18 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 4- Bridge-type unloader and turntable operator; Helicopter hoist operator PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.96 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 3- A-frame or winch truck operator; Ross carrier operator (jobsite) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.82 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.53 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 1- Engineer oiler; Fork lift operator (includes loed, lull or similar types) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

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LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.
.....$ 64.75 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
25- CONCRETE PUMP OPERATOR-TRUCK MOUNTED;
RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,
OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL
SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND
SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); SPYDER
EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS
PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR. $ 68.08 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
24- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,
OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL
SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK);
RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,
OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL
SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND
SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)
PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.91 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
23- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,
OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL
SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY
WAGON AND SIMILAR TYPES WITH ANY AND ALL
ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50
YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT
OPERATOR, OPERATING WITH THE TANDEM PUSH-PULL
SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25
YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL
BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.79 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP

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22- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 21- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 19- ROTEX CONCRETE BELT OPERATOR (OR SIMILAR TYPES); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS.AND UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS -

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MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 18- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 17- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 50 CU. YDS. STRUCK); TANDEM TRACTOR OPERATOR (OPERATING CRAWLER TYPE TRACTORS IN TANDEM - QUAD 9 AND SIMILAR TYPE) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.08 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 16- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER

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OPERATOR.....$ 66.91 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 15- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE-UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A
CONCRETE MOBILE MIXER OPERATOR.....$ 66.79 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 14- CANAL LINER OPERATOR; CANAL TRIMMER OPERATOR; REMOTE- CONTROL EARTH-MOVING EQUIPMENT OPERATOR (OPERATING A SECOND PIECE OF EQUIPMENT: $1.00 PER HOUR ADDITIONAL); WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS.) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.71 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.68 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 12- AUTO GRADER OPERATOR; AUTOMATIC SLIP FORM OPERATOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 200 CA OR SIMILAR TYPES - WATSON, AUGER 6000 OR SIMILAR TYPES - HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM); HOE RAM OR SIMILAR WITH COMPRESSOR; MASS EXCAVATOR OPERATOR LESS THA 750 CU. YARDS; MECHANICAL FINISHING MACHINE OPERATOR; MOBILE FORM TRAVELER OPERATOR; MOTOR PATROL OPERATOR (MULTI-ENGINE); PIPE MOBILE MACHINE OPERATOR; RUBBER-TIRED EARTH- MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND

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SIMILAR TYPE, OVER 50 CU. YDS. STRUCK);
RUBBER-TIRED SELF- LOADING SCRAPER OPERATOR
(PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR
MORE UNITS) PREMIUM PAY: $10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.58 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER
TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON
3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 900
AUGER OR SIMILAR TYPES-DRILLING DEPTH OF 105'
MAXIMUM); DUAL DRUM MIXER, DYNAMIC COMPACTOR LDC350
(OR SIMILAR TYPES); MONORAIL LOCOMOTIVE OPERATOR
(DIESEL, GAS OR ELECTRIC); MOTOR PATROL-BLADE
OPERATOR (SINGLE ENGINE); MULTIPLE ENGINE TRACTOR
OPERATOR (EUCLID AND SIMILAR TYPE-EXCEPT QUAD 9
CAT.); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR
(SINGLE ENGINE, OVER 50 YDS. STRUCK); PNEUMATIC
PIPE RAMMING TOOL AND SIMILAR TYPES; PRESTRESSED
WRAPPING MACHINE OPERATOR; RUBBER-TIRED
EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE,
OVER 50 YDS. STRUCK); RUBBER TIRED EARTH MOVING
EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID,
CATERPILLAR AND SIMILAR OVER 25 YDS. AND UP TO 50
YDS. STRUCK), TOWER CRANE REPAIRMAN; TRACTOR LOADER
OPERATOR (CRAWLER AND WHEEL TYPE OVER 6-1/2 YDS.);
WOODS MIXER OPERATOR (AND SIMILAR PUGMILL
EQUIPMENT) PREMIUM PAY: $10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.41 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
8- ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING
OR FINISHING); ASPHALT PAVING MACHINE OPERATOR
(BARBER GREENE OR SIMILAR TYPE); ASPHALT-RUBBER
DISTRIBUTION OPERATOR; BACKHOE OPERATOR (UP TO AND
INCLUDING 3/4 YD.), SMALL FORD, CASE OR SIMILAR
TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING
HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER
PLOW OR SIMILAR TYPES) CAST-IN-PLACE PIPE LAYING
MACHINE OPERATOR; COMBINATION MIXER AND COMPRESSOR
OPERATOR (GUNITE WORK); COMPACTOR OPERATOR
(SELF-PROPELLED); CONCRETE MIXER OPERATOR (PAVING);
CRUSHING PLANT OPERATOR; DRILL DOCTOR; DRILLING
MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD
150 BUCKET OR SIMILAR TYPES - WATSON 1500, 2000
2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER
OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM);
ELEVATING GRADER OPERATOR; GRADE CHECKER; GRADALL
OPERATOR; GROUTING MACHINE OPERATOR; HEAVY-DUTY

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

REPAIRMAN; HEAVY EQUIPMENT ROBOTICS OPERATOR; KALAMAZOO BALLISTE REGULATOR OR SIMILAR TYPE; KOLMAN BELT LOADER AND SIMILAR TYPE; LE TOURNEAU BLOB COMPACTOR OR SIMILAR TYPE; LOADER OPERATOR (ATHEY, EUCLID, SIERRA AND SIMILAR TYPES); MOBARK CHIPPER OR SIMILAR; OZZIE PADDER OR SIMILAR TYPES; P.C. SLOT SAW; PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE); PUMPCRETE GUN OPERATOR; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR SIMILAR TYPES) ROCK DRILL OR SIMILAR TYPES; ROTARY DRILL OPERATOR (EXCLUDING CAISSON TYPE); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE UP TO AND INCLUDING 25 YDS. STRUCK); RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE-JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT); SELF- PROPELLED CURB AND GUTTER MACHINE OPERATOR; SHUTTLE BUGGY; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 1-1/2 YDS. UP TO AND INCLUDING 6-1/2 YDS.); SOIL REMEDIATION PLANT OPERATOR; SURFACE HEATERS AND PLANER OPERATOR; TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR; TRACTOR OPERATOR (ANY TYPE LARGER THAN D-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR-BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR SINGLE ENGINE); TRACTOR OPERATOR (BOOM ATTACHMENTS), TRAVELING PIPE WRAPPING, CLEANING AND BENDNG MACHINE OPERATOR; TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH CAPACITY, MANUFACTURER'S RATING); TRENCHING MACHINE WITH ROAD MINER ATTACHMENT (OVER 6 FT DEPTH CAPACITY): ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM MECHANIC; WATER PULL (COMPACTION) OPERATOR PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER; CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE); DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45' MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED), JACKSON TRACK MAINTAINER, OR SIMILAR TYPE; KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE OR ASPHALT); MECHANICAL FINISHER OPERATOR

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(CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH), RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED TAR PIPELINING MACHINE OPERATOR; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER, TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P. FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM); ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON   WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 4- ASPHALT PLANT FIREMAN; BACKHOE OPERATOR (MINI-MAX OR SIMILAR TYPE); BORING MACHINE OPERATOR; BOXMAN OR MIXERMAN (ASPHALT OR CONCRETE); CHIP SPREADING MACHINE OPERATOR; CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR; CONCRETE PUMP OPERATOR (SMALL PORTABLE);DIRECT PUSH OPERATOR (GEOPROBE OR SIMILAR TYPES) DRILLING MACHINE OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER ECONOMATIC OR SIMILAR TYPES - HUGHES 100 OR 200 OR SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM); EQUIPMENT GREASER (GREASE TRUCK); GUARD RAIL POST DRIVER OPERATOR; HIGHLINE CABLEWAY SIGNALMAN; HYDRA-HAMMER-AERO STOMPER; MICRO TUNNELING (ABOVE GROUND TUNNEL); POWER CONCRETE CURING MACHINE OPERATOR; POWER CONCRETE SAW OPERATOR; POWER-DRIVEN JUMBO FORM SETTER OPERATOR; POWER SWEEPER OPERATOR; ROCK WHEEL SAW/TRENCHER; ROLLER OPERATOR (COMPACTING); SCREED OPERATOR (ASPHALT OR CONCRETE); TRENCHING MACHINE OPERATOR (UP TO 6 FT.); VACUUM OR MUCH TRUCK PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 3- ASPHALT-RUBBER BLEND OPERATOR; BOBCAT OR SIMILAR TYPE (SKID STEER); EQUIPMENT GREASER (RACK); FORD FERGUSON (WITH DRAGTYPE ATTACHMENTS); HELICOPTER RADIOMAN (GROUND); STATIONARY PIPE WRAPPING AND CLEANING MACHINE OPERATOR PREMIUM PAY: $10.00 PER

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HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 64.67 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK OPERATOR);COIL TUBING RIG OPERATOR, CONCRETE MIXER OPERATOR-SKIP TYPE; CONVEYOR OPERATOR; FIREMAN; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES OVER 5 TONS; HYDROSTATIC PUMP OPERATOR; OILER CRUSHER (ASPHALT OR CONCRETE PLANT); PETROMAT LAYDOWN MACHINE; PJU SIDE DUM JACK; SCREENING AND CONVEYOR MACHINE OPERATOR (OR SIMILAR TYPES); SKIPLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT ATTACHMENT); TAR POT FIREMAN; TEMPORARY HEATING PLANT OPERATOR; TRENCHING MACHINE OILER PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 64.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 1- BARGEMAN; BRAKEMAN; COMPRESSOR OPERATOR; DITCH WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT; ELEVATOR OPERATOR-INSIDE; ENGINEER OILER; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES UNDER 5 TONS; GENERATOR OPERATOR; GENERATOR, PUMP OR COMPRESSOR PLANT OPERATOR; PUMP OPERATOR; SIGNALMAN; SWITCHMAN PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 63.40 33.20

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL)	$ 50.70	35.15
IRONWORKER (FENCE ERECTOR)	$ 45.78	26.51

LABO0300-005 07/01/2025

	Rates	Fringes
ASBESTOS REMOVAL LABORER SCOPE OF WORK: INCLUDES SITE MOBILIZATION, INITIAL SITE CLEANUP, SITE		

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

PREPARATION, REMOVAL OF ASBESTOS-CONTAINING
MATERIAL AND TOXIC WASTE, ENCAPSULATION, ENCLOSURE
AND DISPOSAL OF ASBESTOS- CONTAINING MATERIALS AND
TOXIC WASTE BY HAND OR WITH EQUIPMENT OR MACHINERY;
SCAFFOLDING, FABRICATION OF TEMPORARY WOODEN
BARRIERS AND ASSEMBLY OF DECONTAMINATION STATIONS...$ 46.48 25.93

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER, GUNITE: GROUP 3 REBOUNDMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE.....	$ 51.39	23.77
LABORER, GUNITE: GROUP 2 GUNMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE.....	$ 54.93	23.77
LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE.....	$ 55.88	23.77

LABO0783-002 07/01/2025

	Rates	Fringes

DRAFT

Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER;
SANDBLASTER; SHAFT AND RAISE WORK.....$ 55.07 25.74
LABORER, TUNNEL: GROUP 3: BLASTER, DRILLER, POWDER
PERSON; CHEMICAL GROUT JET PERSON; CHERRY PICKER
PERSON; GROUT GUN PERSON; GROUT MIXER PERSON; GROUT
PUMP PERSON; JACKLEG MINER; JUMBO PERSON; KEMPER
AND OTHER PNEUMATIC CONCRETE PLACER OPERATOR;
MINER, TUNNEL (HAND OR MACHINE); NOZZLE PERSON;
OPERATING OF TROWELING AND/OR GROUTING MACHINES;
POWDER PERSON (PRIMER HOUSE); PRIMER PERSON;
SANDBLASTER; SHOTCRETE PERSON; STEEL FORM RAISER
AND SETTER; TIMBER PERSON, RETIMBER PERSON, WOOD OR
STEEL; TUNNEL CONCRETE FINISHER .....$ 54.38 25.74
LABORER, TUNNEL: GROUP 2: CHUCKTENDER, CABLETENDER;
LOADING AND UNLOADING AGITATOR CARS; VIBRATOR
PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT
DRILLER); BULL GANG MUCKER, TRACK PERSON;
CONCRETE CREW, INCLUDING RODDER AND SPREADER .....$ 53.92 25.74
LABORER, TUNNEL: GROUP 1: BATCH PLANT LABORER;
CHANGEHOUSE PERSON; DUMP PERSON; DUMP PERSON
(OUTSIDE); SWAMPER (BRAKE PERSON AND SWITCH PERSON
ON TUNNEL WORK); TUNNEL MATERIALS HANDLING PERSON;
NIPPER; POT TENDER, USING MASTIC OR OTHER MATERIALS
(FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION,
SHOTCRETE, ETC.) .....$ 53.60 25.74
LABORER GROUP 5: BLASTER POWDER, ALL WORK OF
LOADING HOLES, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; DRILLER:
ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER
CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY
AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT
REGARD TO THE FORM OF MOTIVE POWER; TOXIC WASTE
REMOVAL .....$ 49.48 25.95
LABORER GROUP 4: ASPHALT RAKER, LUTE PERSON,
IRONER, ASPHALT DUMP PERSON, AND ASPHALT SPREADER
BOXES (ALL TYPES); CONCRETE CORE CUTTER (WALLS,
FLOORS OR CEILINGS), GRINDER OR SANDER; CONCRETE
SAW PERSON, CUTTING WALLS OR FLAT WORK, SCORING OLD
OR NEW CONCRETE; CRIBBER, SHORER, LAGGING, SHEETING
AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER;
HEAD ROCK SLINGER; LABORER, ASPHALT- RUBBER
DISTRIBUTOR BOOT PERSON; LASER BEAM IN CONNECTION
WITH LABORERS' WORK; OVERSIZE CONCRETE VIBRATOR
OPERATOR, 70 LBS. AND OVER; PIPELAYER PERFORMING
ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE
FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL
COMPLETION OF OPERATION, INCLUDING ANY AND ALL
FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC
OR NON-METALLIC, CONDUIT AND ANY OTHER STATIONARY
TYPE OF TUBULAR DEVICE USED FOR THE CONVEYING OF
ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE,
SOLID GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND
WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH
THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE
AND STRIPPING OF SAME; PREFABRICATED MANHOLE
INSTALLER; SANDBLASTER (NOZZLE PERSON), WATER
BLASTING, PORTA SHOT-BLAST.....$ 49.13 25.95
LABORER GROUP 3: BUGGYMOBILE PERSON; CONCRETE
CUTTING TORCH; CONCRETE PILE CUTTER; DRILLER,
JACKHAMMER, 2-1/2 FT. DRILL STEEL OR LONGER;
DRI-PAK-IT MACHINE; GAS, OIL AND/OR WATER PIPELINE
WRAPPER, 6-IN. PIPE AND OVER, BY ANY METHOD, INSIDE
AND OUT; HIGH SCALER (INCLUDING DRILLING OF SAME);
HYDRO SEEDER AND SIMILAR TYPE; IMPACT WRENCH

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

MULTI-PLATE; KETTLE PERSON, POT PERSON AND WORKERS APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME CAUSTIC AND SIMILAR TYPE MATERIALS (""APPLYING"" MEANS APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH MATERIALS FOR PIPE WRAPPING AND WATERPROOFING); OPERATOR OF PNEUMATIC, GAS, ELECTRIC TOOLS, VIBRATING MACHINE, PAVEMENT BREAKER, AIR BLASTING, COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT SEPARATELY CLASSIFIED HEREIN; PIPELAYER'S BACKUP PERSON, COATING, GROUTING, MAKING OF JOINTS, SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER GASKET JOINTS, POINTING AND ANY AND ALL OTHER SERVICES; ROCK SLINGER; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; STEEL HEADERBOARD AND GUIDELINE SETTER; TAMPER, BARKO, WACKER AND SIMILAR TYPE; TRENCHING MACHINE, HAND-PROPELLED.....$ 47.58 25.95

LABORER GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER (ON 1 YD. OR LARGER MIXER AND HANDLING BULK CEMENT); CESSPOOL DIGGER AND INSTALLER; CHUCKTENDER; CHUTE HANDLER, POURING CONCRETE, THE HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS, CURBS, GUTTERS AND SIDEWALKS; CONCRETE CURER, IMPERVIOUS MEMBRANE AND FORM OILER; CUTTING TORCH OPERATOR (DEMOLITION); FINE GRADER, HIGHWAYS AND STREET PAVING, AIRPORT, RUNWAYS AND SIMILAR TYPE HEAVY CONSTRUCTION; GAS, OIL AND/OR WATER PIPELINE WRAPPER - POT TENDER AND FORM PERSON; GUINEA CHASER; HEADERBOARD PERSON - ASPHALT; LABORER, PACKING ROD STEEL AND PANS; MEMBRANE VAPOR BARRIER INSTALLER; POWER BROOM SWEEPER (SMALL); RIPRAP STONEPAVER, PLACING STONE OR WET SACKED CONCRETE; ROTO SCRAPER AND TILLER; SANDBLASTER (POT TENDER); SEPTIC TANK DIGGER AND INSTALLER(LEAD); TANK SCALER AND CLEANER; TREE CLIMBER, FALLER, CHAIN SAW OPERATOR, PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDER; UNDERGROUND LABORER, INCLUDING CAISSON BELLOWER.....$ 47.03 25.95

LABORER GROUP 1: CLEANING AND HANDLING OF PANEL FORMS; CONCRETE SCREEDING FOR ROUGH STRIKE-OFF; CONCRETE, WATER CURING; DEMOLITION LABORER, THE CLEANING OF BRICK IF PERFORMED BY A WORKER PERFORMING ANY OTHER PHASE OF DEMOLITION WORK, AND THE CLEANING OF LUMBER; FIRE WATCHER, LIMBER, BRUSH LOADER, PILER AND DEBRIS HANDLER; FLAG PERSON; GAS, OIL AND/OR WATER PIPELINE LABORER; LABORER, ASPHALT-RUBBER MATERIAL LOADER; LABORER, GENERAL OR CONSTRUCTION; LABORER, GENERAL CLEAN-UP; LABORER, LANDSCAPING; LABORER, JETTING; LABORER, TEMPORARY WATER AND AIR LINES; MATERIAL HOSE OPERATOR (WALLS, SLABS, FLOORS AND DECKS); PLUGGING, FILLING OF SHEE BOLT HOLES; DRY PACKING OF CONCRETE; RAILROAD MAINTENANCE, REPAIR TRACK PERSON AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS; RIGGING AND SIGNALING; SCALER; SLIP FORM RAISER; TAR AND MORTAR; TOOL CRIB OR TOOL HOUSE LABORER; TRAFFIC CONTROL BY ANY METHOD; WINDOW CLEANER; WIRE MESH PULLING - ALL CONCRETE POURING OPERATIONS.....$ 46.48 25.95

LABO0783-005 11/01/2025

	Rates	Fringes
BRICK TENDER.....$	42.60	22.13

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

LABO1184-001 07/01/2025

	Rates	Fringes
LABORERS:, STRIPING/SLURRY SEAL: GROUP 4 STRIPER: LAYOUT AND APPLICATION OF TRAFFIC STRIPES AND MARKINGS; HOT THERMO PLASTIC; TAPE TRAFFIC STRIPES AND MARKINGS, INCLUDING TRAFFIC CONTROL; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT	$ 54.35	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 3 TRAFFIC DELINEATING DEVICE APPLICATOR: LAYOUT AND APPLICATION OF PAVEMENT MARKERS, DELINEATING SIGNS, RUMBLE AND TRAFFIC BARS, ADHESIVES, GUIDE MARKERS, OTHER TRAFFIC DELINEATING DEVICES INCLUDING TRAFFIC CONTROL. THIS CATEGORY INCLUDES ALL TRAFFIC RELATED SURFACE PREPARATION (SANDBLASTING, WATERBLASTING, GRINDING) AS PART OF THE APPLICATION PROCESS. TRAFFIC PROTECTIVE DELINEATING SYSTEM INSTALLER: REMOVES, RELOCATES, INSTALLS, PERMANENTLY AFFIXED ROADSIDE AND PARKING DELINEATION BARRICADES, FENCING, CABLE ANCHOR, GUARD RAIL, REFERENCE SIGNS, MONUMENT MARKERS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; POWER BROOM SWEEPER	$ 52.61	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC SURFACE ABRASIVE BLASTER; POT TENDER - REMOVAL OF ALL TRAFFIC LINES AND MARKINGS BY ANY METHOD (SANDBLASTING, WATERBLASTING, GRINDING, ETC.) AND PREPARATION OF SURFACE FOR COATINGS. TRAFFIC CONTROL PERSON: CONTROLLING AND DIRECTING TRAFFIC THROUGH BOTH CONVENTIONAL AND MOVING LANE CLOSURES; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT	$ 50.60	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 1 PROTECTIVE COATING, PAVEMENT SEALING, INCLUDING REPAIR AND FILLING OF CRACKS BY ANY METHOD ON ANY SURFACE IN PARKING LOTS, GAME COURTS AND PLAYGROUNDS; CARSTOPS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; EQUIPMENT REPAIR TECHNICIAN	$ 49.30	23.97
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4) ELECTRONIC TRACKING LOCATOR	$ 51.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3) HORIZONTAL DIRECTIONAL DRILL OPERATOR	$ 49.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2) VEHICLE OPERATOR/HAULER	$ 48.11	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1) DRILLING CREW LABORER	$ 47.94	20.86

LABO1414-003 08/06/2025

	Rates	Fringes
LABORER: PLASTER TENDER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - $3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY, NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB	$ 48.72	25.97
LABORER: PLASTER CLEAN-UP LABORER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - $3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY,		

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB.....$ 46.17 25.97

PAIN0036-001 07/01/2023

	Rates	Fringes
PAINTERS: INCLUDING LEAD ABATEMENT: (2) ALL OTHER WORK	$ 38.52	18.64

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER FOOTNOTE: ADDITIONAL $1.25 PER HOUR FOR WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP ADDITIONAL $1.25 PER HOUR FOR WORK ON THE OUTSIDE OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED CONTRIVANCE, FROM THE GROUND UP.....	$ 53.05	30.64

PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 45.15	19.43

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 ADDITIONAL PER HOUR.....	$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	$ 47.70	27.07

PLUM0016-002 09/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER: WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK.....	$ 44.29	24.16
PLUMBER, PIPEFITTER, STEAMFITTER : ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK.....	$ 61.73	26.81
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT FORT IRWIN ARMY BASE).....	$ 72.23	26.81
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT EDWARDS AFB).....	$ 68.73	26.81
PLUMBER, PIPEFITTER, STEAMFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANTS, STORES AND COMMERCIAL BUILDINGS, NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE)	$ 59.85	25.83
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT MARINE CORPS LOGISTIC BASE AT NEBO, MARINE CORPS LOGISTIC BASE AT YERMO AND TWENTY-NINE PALMS MARINE BASE)....$	68.73	26.81

PLUM0345-001 09/01/2025

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

	Rates	Fringes
PLUMBER (SEWER & STORM DRAIN WORK)	$ 48.84	23.58
PLUMBER (LANDSCAPE/IRRIGATION FITTER)	$ 44.75	26.20

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE $1.75 PER HOUR ""PITCH PREMIUM"" PAY	$ 52.63	20.73

SFCA0669-009 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (DOES NOT INCLUDE THE NORTHERN PART OF THE CITY OF CHINO, OR THE CITIES OF MONTCLAIR AND ONTARIO)	$ 50.79	29.80

SFCA0709-004 09/01/2025

	Rates	Fringes
SPRINKLER FITTER: FIRE (THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO)	$ 58.60	33.65

SHEE0105-003 01/01/2025

	Rates	Fringes
SHEET METAL WORKER: (1) COMMERCIAL - NEW CONSTRUCTION AND REMODEL WORK (LOS ANGELES (SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES)AND CATALINA ISLAND, INYO, KERN (NORTHEAST PART, EAST OF HWY 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES)	$ 59.31	30.43

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]	$ 44.05	35.69
TRUCK DRIVER GROUP 11 WATER PULL - TWIN ENGINE; WATER PULL - TWIN ENGINE WITH ATTACHMENTS; WINCH TRUCK DRIVER - $1.25 ADDITIONAL WHEN OPERATING WINCH OR SIMILAR SPECIAL ATTACHMENTS WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]	$ 43.62	35.69
TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH ATTACHMENT WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL		

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 43.12 35.69

TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.82 35.69

TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.62 35.69

TRUCK DRIVER GROUP 7.....$ 42.37 35.69

TRUCK DRIVER GROUP 6 TRANSIT MIX TRUCK, 3 YDS. OR MORE; DUMPCRETE TRUCK, 6-1/2 YDS. WATER LEVEL AND OVER; VEHICLE OR COMBINATION OF VEHICLES - 4 OR MORE AXLES; OIL SPREADER TRUCK; DUMP TRUCK, 16 YDS. TO 25 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...$ 42.12 35.69

TRUCK DRIVER GROUP 5 WATER TRUCK, 3 OR MORE AXLES; TRUCK GREASER AND TIRE PERSON ($0.50 ADDITIONAL FOR TIRE PERSON); PIPELINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK AND PLASTIC FUSION, LIMITED TO PIPELINE AND UTILITY WORK; SLURRY TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.09 35.69

TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK, UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.06 35.69

TRUCK DRIVER GROUP 3 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 3 AXLES; BOOT PERSON; CEMENT MASON DISTRIBUTION TRUCK; FUEL TRUCK DRIVER; WATER TRUCK - 2 AXLE; DUMP TRUCK, LESS THAN 16 YDS. WATER LEVEL; EROSION CONTROL DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER,

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BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION,
VANDENBERG AFB].....$ 41.87 35.69
TRUCK DRIVER GROUP 2 DRIVER OF VEHICLE OR
COMBINATION OF VEHICLES - 2 AXLES; TRAFFIC CONTROL
PILOT CAR EXCLUDING MOVING HEAVY EQUIPMENT PERMIT
LOAD; TRUCK MOUNTED BROOM WORK ON ALL MILITARY
BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL.
[29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE,
EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN,
MARINE CORPS LOGISTICS BASE AT NEBO & YERMO,
MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT,
POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...$ 41.74 35.69
TRUCK DRIVER GROUP 1 TRUCK DRIVER WORK ON ALL
MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR
ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS,
CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY,
FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO &
YERMO, MOUNTAIN WARFARE TRAINING CENTER,
BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION,
VANDENBERG AFB].....$ 41.59 35.69

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

State Adopted Rate Identifiers

The ?SA? identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

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Washington, DC 20210.

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END OF GENERAL DECISION"

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Attachment: 25-1003328 Exhibit B - Prevailing Wage Rates (12677 : Contract No. 25-1003328 Construction of I-10 Freight & Express Lane

Minute Action

AGENDA ITEM: 36

Date: July 1, 2026

Subject:
SBCOG Programs and Projects Update

Recommendation:
Receive an update on the San Bernardino Council of Governments Programs and Projects.

Background:
Fiscal Year 2025/2026 was the first year that the San Bernardino Council of Governments (SBCOG) operated at full budget and capacity. Staff worked to implement the priorities and goals of the Board of Directors (Board) as established in the SBCOG 5-Year Work Plan.

The programs and project options selected for the work plan were informed through comprehensive outreach including, initial discussions with the SBCOG Board Ad Hoc, targeted coordination and collaboration over five subregional meetings held with subsets of City and County Managers, and research on programs offered by sister agencies including the Western Riverside Council of Governments and the San Gabriel Valley Council of Governments. The subregional meetings were held in the West Valley, East Valley, Mountain, Victor Valley, and Desert Regions. Lastly, the Work Plan was reviewed by the Board.

Updates on the programs and projects are as follows:

Homeless Strategic Plan

The Homeless Strategic Plan kicked off in January of 2026 and is currently in the data gathering and analysis phase. Staff and the consultant team are working to create a regional strategy plan for the population of persons who experience homelessness within the County with prioritized programs and targeted strategies. The plan will include an inventory of existing resources, law enforcement options, nonprofit organization support, and create strategies to plan and prioritize shelter placement for individuals experiencing homelessness. Additionally, the program will identify and prioritize funding opportunities to support the identified strategies across the region. The full plan will be completed in November 2028.

San Bernardino Regional Housing Trust

The San Bernardino Regional Housing Trust (SBRHT) planning has been ongoing since 2021. The SBRHT launched as a new Joint Powers Authority in May 2026 and held its first board meeting on May 13, 2026. Among the items the board considered were the allocation of funding to two pilot projects with grant funds received by SBCOG through the Regional Early Action Planning 2.0 program.

Small Business Initiatives:

Regional Vendor & Procurement Fairs
The program creates networking opportunities for small business owners countywide to connect with other vendors and consumers to enhance visibility and boost sales. It includes collaboration with member agencies and partners to host in-person vendor and procurement fairs customized for subregions with varying locations throughout the county.

Small Business Academy
The program creates a regionally recognized small business certification that individual jurisdictions may opt into so as to support small businesses in applying and bidding for a government contract. Amongst the SBCOG members, many of the cities and towns' bidding platforms are used with varying registration requirements, they do not have a main point of contact for procurement and purchasing, which is cumbersome for small businesses and may deter them from successfully contracting with the local governments. This program allows participating businesses to capitalize on opportunities in government and private-sector procurement through a more equitable process.

Vendor Registration Dashboard
This program will establish a hub or dashboard for public access to public procurements and a site that promotes local, small business service providers for the benefit of SBCOG's member jurisdictions. The dashboard will be a pilot project to explore a simpler, shared intake approach across participating member agencies.

Street Vendor Toolkit

Street vendor regulation varies from jurisdiction to jurisdiction in the County, which can be difficult for street vendors to navigate the complexity of the permitting process when operating in different jurisdictions. This program will analyze and create best practices on regulations and ordinances to create a menu of options for jurisdictions to implement to create consistency across the region and encourage street vendors to operate in compliance. The Toolkit also identifies options for local agencies to utilize for the purposes of compliance and enforcement.

Evacuation and Resilience Center Design Study

The Evacuation and Resilience Center Design (ERCD) Study identifies high-risk areas across the County and develop strategies to improve evacuation access, strengthen energy resilience, and plan community resilience centers that serve residents year-round. Key components of the ERCD Study include: mapping and identification or high-hazard communities, planning resilience center locations with up to 30% conceptual design for resilience centers in up to five communities, an evaluation of microgrid and backup power options to support operations during outages, and an identification of non-capacity network improvements such as contraflow, shoulder use, and signal timing to improve evacuation safety and operations.

Regional Early Action Planning 2.0 grant:

Housing Infill on Public and Private Lands Program
The Housing Infill on Public and Private Lands program provides a comprehensive inventory and analysis of all surplus properties within the County to identify suitable sites for housing development. The project will identify sites that could accommodate housing at a variety of affordability levels, with focus on workforce housing for educators. An implementation guide detailing best practices with a guide for navigating the Surplus Lands Act (SLA) as well as a non-SLA path for utilizing public land for the purposes of affordable housing. Additionally, the project will include implementable actions to provide member jurisdictions with direction on how to develop sites with residential uses. Finally, the pilot project with the City of Needles will utilize the implementation guide to demonstrate the streamlined process of predevelopment activities related to publicly owned surplus land.

Subregional Partnership (SRP) Program
The SRP focuses on implementing approved and compliant housing elements in order to invest in early actions that will accelerate infill development facilitating housing supply, choice, and affordability. The goal is to affirmatively further fair housing while reducing vehicle miles traveled across the region. The program will provide member jurisdictions with technical assistance and materials to adopt and implement. Additionally, webinars and technical training will be available to facilitate and accelerate affordable housing projects. Finally, the project assists with outreach and engagements to all community members, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing. Program funding is available to member jurisdictions interested in technical assistance.

CAD to CAD

This program, focused on connecting computer aided dispatch (CAD) systems, would implement data sharing across boundaries to improve emergency services. To create a unified system and maximize public safety, this program would leverage the existing Inland Empire Public Safety Operations Platform and connect neighboring Emergency Communication Centers and other cooperating agencies through a cloud-hosted communications system interface.

Inland Regional Energy Network

Inland Regional Energy Network **(**I-REN) is authorized by the California Public Utilities Commission to provide energy efficiency programs in the Inland Empire related to Codes & Standards, Public Sector, and Workforce Education and Training (WE&T). As of May 2026, I-REN is assisting 20 public agencies with 34 energy efficiency projects throughout San Bernardino County. These projects are estimated to receive $3.6 million in incentive dollars and result in over $8.5 million in electrical bill savings. There are also seven agencies working with I-REN on solar, battery storage, and electric vehicle charging options for their sites. In the WE&T programming, I-REN has been able to grow the I-REN Energy Fellowship program from 14 fellows in 2025 to 32 fellows in 2026 and is estimated to have more than 40 fellows for the 2027 cycle. San Bernardino County Department of Workforce Development has placed 58 individuals into energy career training pathways over the past six months using supplemental funding from I-REN. The EcoHero K-6 program has been able to provide 25 presentations to 14 schools across the Inland Empire with 5 of those schools having a direct connection to Career Technical Education programs within the local high school. The 14 schools on average also have a 91% CalEnviroScreen rating which is nearly 30% higher than the state average and 17% higher than the regional average.

In September, SBCOG will bring back an update to the SBCOG 5-Year Work Plan to include initiatives that were not yet ready to be considered when the Board adopted the first work plan in December 2024. A contingency list of projects will be recommended as cost savings are identified in the current projects and as outside fund sources are sought. The projects include the list of the Smart County Master Plan projects and an Interagency Fire Fuels Management Plan.

Grant Administration

In May 2025, San Bernardino County Transportation Authority (SBCTA)/SBCOG established a Grant Team Framework to provide a structured and proactive approach to identifying, applying for, and managing grant opportunities for its departments and member agencies. The grant analyst and consultant team provides grant writing and technical support to all SBCTA/SBCOG Member Agencies, ensuring that grants align with local projects and regional plans to secure funding.

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

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors due to the nature of the update which pertains to all member jurisdictions.

Responsible Staff:
Monique Reza-Arellano, Director of Council of Governments

Approved
Board of Directors
Date: July 1, 2026

Witnessed By:

San Bernardino Council of Governments Programs Update

Board of Directors
July 1, 2026

sb cog
San Bernardino Council of Governments

1

San Bernardino Regional Housing Trust

SAN BERNARDINO
REGIONAL HOUSING TRUST

- 15 Agencies Adopted JPA
- First Board Meeting May 13, 2026
- $1.85 Million to Allocate to Pilot Project

2

Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

Regional Homelessness Strategic Plan

- Kicked off January 2026
- Current Phase:
  - Existing Condition Analysis
  - Existing Fund Sources
  - Existing Programs Offered
  - Inventory of Available Resources
- Next Phase Fall 2026:
  - Profiles of Populations in Jurisdictions
  - Multi-Jurisdictional Strategies
- Plan to be Complete in November 2028

3

Small Business Initiatives



Regional Vendor & Procurement Events

Direct connections between businesses and agency staff across county subregions



Small Business Academy (Pilot)

Six-week pilot preparing businesses to compete for contracts



Vendor Registration Dashboard (Pilot)

Explore a simpler, shared intake approach across participating jurisdictions

CSUSB

RANDALL W. LEWIS Center for Entrepreneurship CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

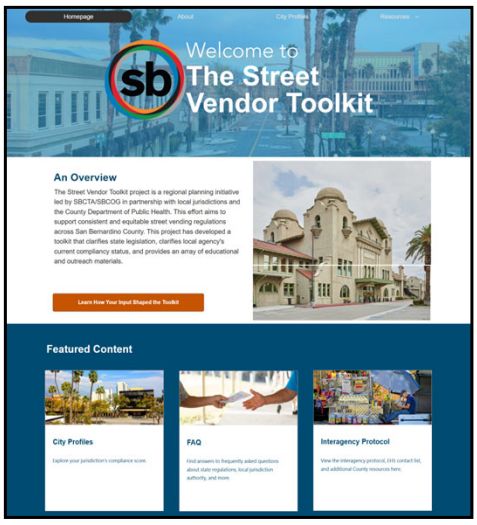
America's SBDC California

4

Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

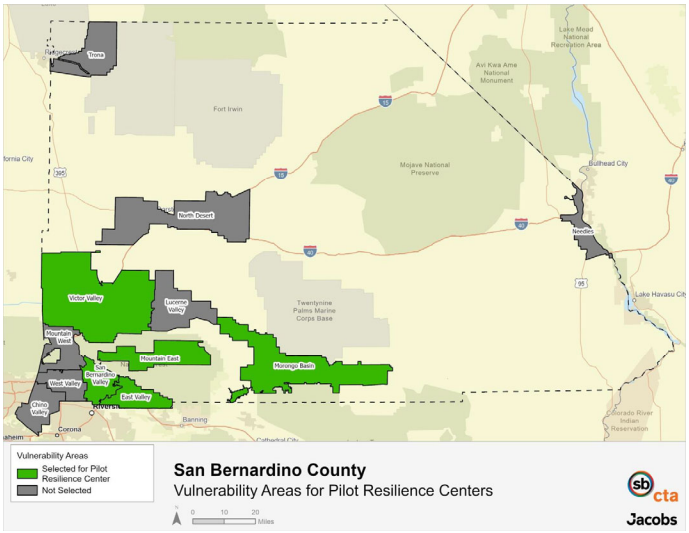
Street Vendor Toolkit

- FAQ page
- Overview of Bills
- Model Ordinance
- Agency Profiles & Assessments
- Interagency Protocol *(in progress)*



5

Evacuation and Resilience Center Design (ERCD) Study



- Identify up to five (5) communities & develop conceptual designs for a Resilience Center
- Evaluate microgrid options to support Resilience Center operations
- Identify non-capacity network enhancements
- Identify grants & funding mechanisms for implementation

6

Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

Regional Early Action Planning (REAP) 2.0 Grant Housing Infill on Public and Private Lands (HIPP)

- Local sites assessment of public lands
- Guide for local agencies and school districts
- Two (2) implementation tracks:
  - Surplus Lands Act (SLA)
  - Non-SLA

7

Regional Early Action Planning (REAP) 2.0 Grant Subregional Partnership Program (SRP)

- Jurisdictional support for 6th Cycle Housing Element implementation
- Providing technical assistance for 11 member agencies
- Projects include:
  - Pre-approved ADU plans and ADU guidebook
  - Bonus ADU program
  - Objective Design Standards
  - Pro-housing designation readiness assessment and application
  - Subdivision code update
  - Inclusionary Housing Ordinance Feasibility Study
  - Rezoning
  - Streamlining development standards
- Anticipated city council approval on projects between May and December 2026

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Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

CAD to CAD

- Program aims to establish a fully integrated and interoperable dispatch system among EMS, regional and local fire and law enforcement, and other agencies
- CAD to CAD assessment project is scheduled to be completed by June 30, 2026
- The final report will include:
  - A comprehensive assessment of management of the current system including financial costs
  - Lessons learned
  - Recommendations for future agencies and partners
  - Future technical applications and next steps

9

I-REN



- **Public Sector**
  - 20 agencies with 34 projects
  - $3.6 million in incentives - $8.5 million in energy savings
  - 2 BIG checks – Colton Joint Unified School District ($220,872.80) & San Bernardino Community College District ($92,905.56 now, $139,358.34 in 2027)
- **Workforce Education & Training**
  - Fellowship
    - 32 current Fellows finishing in September - 11 in SB County
    - Up to 47 Fellows starting in October - 16 in SB County
  - Workforce Development Partnership
    - 58 current participants in SB County
  - EcoHero
    - 25 presentations at 14 schools
    - 91% average CalEnviroScreen
    - 5 schools feed into High Schools with an Energy Career Technical Education



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Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

Grant Administration

Program Impact

- **$46M+** in grant funding secured over the past year

Recent Grant Awards

- Highland/Redlands Regional Connector
  - **$3M** MSRC Award
  - **$2M** CPF through Rep. Aguilar
- Town of Apple Valley Safe Routes
  - **$9.9M** SS4A Award
- SBCSS Mobility Education
  - **$1.6M** SS4A Award

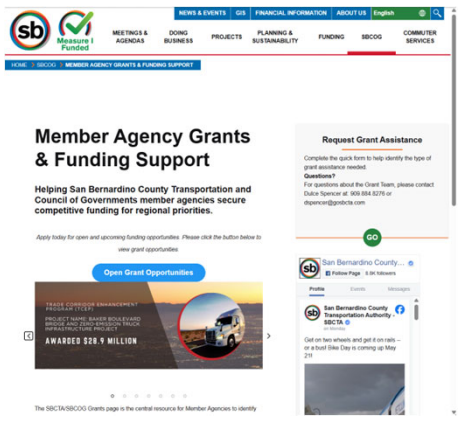


11

Grant Administration

Grant Support

- **FY 25-26 Sustainable Transportation Planning (STP)**
  - 360 for SB 960
  - Advanced Signal & Transit Technology for San Bernardino Valley
- **FY26 Safe Streets for All (SS4A)**
  - Student Active:360 - Traffic Garden
- **Active Transportation Program Cycle 8 (ATP)**
  - Student Active:360
  - City of San Bernardino - Electric Avenue Multi-Path Trail
  - County of San Bernardino - 3 Safe Routes to School Projects
- **Program Update**
  - Member Agency Grant Website
  - Grant Support Request Form & Program Guidelines
  - Bi-Monthly Grant Opportunity Distribution



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Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)



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Attachment: SBCOG Programs and Projects Update - PDF (12624 : SBCOG Programs and Projects Update)

ADDITIONAL INFORMATION

Communication: Additional Information (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2026

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors												
Jesse Armendarez Board of Supervisors		X	X	X	X	X						
Dawn Rowe Board of Supervisors	X		X	X	X	X						
Curt Hagman Board of Supervisors	X	X	X	X	X	X						
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X						
Daniel Ramos City of Adelanto	X	X	X	X	*	X						
Art Bishop Town of Apple Valley	X	X	X	X	X							
Tim Silva City of Barstow		X	X	X	X	X						
Rick Herrick City of Big Bear Lake	X	X	*	X	X	X						
Eunice Ulloa City of Chino	X	*	*	X	X	X						
Ray Marquez City of Chino Hills		X	X	X	X	X						
Frank Navarro City of Colton	X	X	X	X	X	X						
Acquanetta Warren City of Fontana	X	X	X	X	X	X						
Bill Hussey City of Grand Terrace	X	X	X	X	X	X						
Josh Pullen City of Hesperia	X	X	X	X		X						
Larry McCallon City of Highland	X	X	X		X	X						

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

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2026

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Ron Dailey City of Loma Linda		*	X	X	*	X						
John Dutrey City of Montclair	X	X	X	X	X	X						
Janet Jernigan City of Needles	X	X	X	X	X	X						
Alan Wapner City of Ontario	X	X	*	X	X	X						
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	*	X						
Mario Saucedo City of Redlands	X	X	X	X	X	X						
Joe Baca City of Rialto	X	X	X	X	X	X						
Helen Tran City of San Bernardino	X			X	X	X						
Daniel L. Mintz City of Twentynine Palms	X	X	X	X	X							
Rudy Zuniga City of Upland	X	X	X	X	X	X						
Bob Harriman City of Victorville	X	X	X	X	X	X						
Judy Woolsey City of Yucaipa	X	X	X	X	X	X						
Rick Denison Town of Yucca Valley	X	X	X	X	X	X						
Catalino Pining Ex-Official Member	X	X	X	X	X	X						

Communication: Attendance (Additional Information)

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

Acronym List

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

Communication: Acronym List (Additional Information)

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

Communication: Acronym List (Additional Information)

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, May 21, 2026. The following is a summary of the meeting.

MSRC Chair and Vice Chair Elected

Annually, the MSRC elects its Chair and Vice Chair. Councilmember Larry McCallon of the City of Highland was re-elected as MSRC Chair for a one-year term. Councilmember McCallon represents the San Bernardino County Transportation Authority on the MSRC.

Mayor Brian Berkson of the City of Jurupa was re-elected as MSRC Vice Chair for a one-year term. Mayor Berkson represents the Riverside County Transportation Commission on the MSRC.

Contract Modification Requests

The MSRC considered one contract modification request and took the following actions: Los Angeles County Metropolitan Transportation Authority (LA Metro), Contract #MS14057 to implement signal synchronization, modified scope and payment schedule.

Partnership with Penske Truck Leasing Under South Coast AQMD Carl Moyer Program

The MSRC previously partnered with Penske Truck Leasing in seeking funding under the South Coast AQMD Carl Moyer Program. The MSRC allocated $17,980,000 towards the project. In December 2024, the South Coast AQMD Board approved a Carl Moyer award to Penske for portions of the project; other portions were placed on a backup list. In subsequent actions, the MSRC had de-obligated a total of $11,016,238. This item provided an update on the status. Taking into consideration projects which will not proceed, and releasing funding previously reserved as contingency, the MSRC de-obligated an additional $6,613,630. A total of $350,132 remains allocated.

Supplemental Regional Rail Service to Support 2028 Olympic and Paralympic Games

The 2028 Olympic and Paralympic Games are anticipated to generate unprecedented regional travel demand. The rail network operated by Southern California Regional Rail Authority (Metrolink) will serve the games by providing high-capacity connections between communities throughout Southern California and Games venues, regional transfer hubs, and connecting transit systems. Metrolink proposed a temporary service expansion to support the Games, improving service frequency and extending operating hours, with an associated funding request of $12,500,000 for operational costs. The proposed funding would supplement prior MSRC allocations awarded through Los Angeles County Metropolitan Transportation Authority and Riverside County Transportation Commission. The MSRC will revisit this request at a future meeting.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

MSRC Work Program Development Updates

MSRC staff provided updates related to MSRC Work Program development and reported on available unallocated funding. Various options were presented for consideration, of which the MSRC might choose one or a combination. The first option involved reserving funds towards potential backup lists from the MSRC's currently open solicitations; the second was to partner with South Coast AQMD; the third related to two candidate Work Program concepts to support cities and counties subject to CARB's Advanced Clean Fleets regulation. The MSRC discussed various merits and potential challenges associated with the candidate concepts and directed that the MSRC-TAC continue development work on the program to support cities and counties. The MSRC also approved a funding allocation of $5,000,000 to partner with South Coast AQMD on the Transportation Electrification for Municipalities project to deploy zero emission municipal vehicles in the South Coast AQMD region.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011/12 to the present.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	H. Tran	H. Tran		
District 8 (Rialto, Fontana)	A. Warren	A. Warren		
District 9 (Rancho Cucamonga, Upland, Montclair)	J. Dutrey			J. Dutrey
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Denison		R. Denison	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	D. Ramos		D. Ramos	
San Bernardino County	C. Hagman			C. Hagman
† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
†† Community of Concern Appointee				G. Reyes
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Judy Woolsey Joe Baca	Carmen Hernandez Art Bishop Brian Johsz	L. Dennis Michael

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † SBCTA Regional Council Representative serves a two-year term from the date of appointment. †† Community of Concern appointee, appointed by the County Regional Council representative for a two-year term.

Stipend Summary

SCAG Regional Council members receive a $150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $150 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives of SCAG Committees (Committee Membership)

SBCTA/SBCOG Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/27 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26 12/31/26 12/31/27
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of $100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

SBCTA/SBCOG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC)	Jarrod Manuel, Chino Hills	President	SBCTA is the appointing authority for a City employee from one of the 16 eligible cities, to serve as "*a representative of the cities from each county within the south coast district*." On March 5, 2025 the Board delegated the process to occur at CCMTAC and appointing authority to the Board President. The term of this appointment is two-years. The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.	03/31/27
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Judy Woolsey, Primary Helen Tran, Alternate	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. The OWOW meets on the 4th Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	06/30/29
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of $120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of $100 per day from SCRRA for participation.	12/31/29 12/31/26 12/31/26 12/31/29
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/26
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	L. Dennis Michael, Rancho Cucamonga	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of $100,000, Contract Task Orders in excess of $500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. Meeting Time: Second Wednesday, 9:00 a.m., SBCTA Office (Brown Act)	West Valley Ray Marquez, Chino Hills (Past President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Curt Hagman, Supervisor East Valley Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor (Chair/Vice President) Mountain/Desert Art Bishop, Apple Valley (MDC Chair) Josh Pullen, Hesperia Rick Denison, Yucca Valley (Vice Chair/President) Dawn Rowe, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member Meeting Time: Second Thursday, 9:00 a.m., SBCTA Office (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	12/31/2029* (6/30/202 12/31/2026 (6/30/2027 12/31/2026 12/31/2026 12/31/2026** 12/31/2027 12/31/2027 12/31/2026 12/31/2026** 12/31/2029* 12/31/2027 12/31/2026

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. Meeting Time: Third Friday, 9:30 a.m., MDAQMD Office 14306 Park Avenue, Victorville (Brown Act)	Timothy Silva, Barstow (Chair) Daniel Ramos, Adelanto (Vice Chair) Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Bob Harriman, Victorville Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and six Board members appointed by the Board President. - 2 East Valley member - 2 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. Meeting Time: Second Wednesday, 9:30 a.m., SBCTA Office (Brown Act)	Joe Baca, Jr., Supervisor (President) Daniel Ramos, Adelanto (Vice President) Rick Denison, Yucca Valley (Past President) Art Bishop, Apple Valley Frank Navarro, Colton Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario Jesse Armendarez, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office (Brown Act)	Board of Directors Jesse Armendarez, Supervisor (Chair) Acquanetta Warren, Fontana (Vice Chair)	 6/30/2027 6/30/2027

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids Anthesis Reach Out Morongo Basin Loma Linda University Health	 On-going On-going On-going On-going On-going On-going 5/31/2027 9/30/2026 9/30/2026 4/30/2028 8/31/2027

Meeting Dates and Time: Quarterly, beginning in March, 2nd Monday of the month, 10:00 a.m., (Location rotates: SBCTA Office)

Communication: Committee Membership (Committee Membership)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows: A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)	Cole Jackson (A) *Vacant* (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Joe Baca Jr., Ex-Officio Carrie Schindler, Ex-Officio	10/31/2028 06/30/2028 06/30/2028 03/01/2029

SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Director may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad ho committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if ther is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
LA 28 Olympics Ad Hoc On December 3, 2025, the Board approved the establishment of the Ad Hoc Committee.	To look at the possible impacts, from a transportation perspective, and funding for the LA 28 Olympics and Paralympic Games, with a term ending December 31, 2026.	Daniel Ramos, Adelanto Ray Marquez, Chino Hills Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Jesse Armendarez, County Supervisor

Communication: Committee Membership (Committee Membership)

Measure I 3.0 Ad Hoc Committee On May 7, 2025, the Board approved the establishment of this ad hoc committee of the SBCTA Board, with a term through December 31, 2026.	To review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026.	Daniel Ramos, Adelanto Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Ray Marquez, Chino Hills Bill Hussey, Grand Terrace John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Helen Tran, San Bernardino Curt Hagman, County Supervisor
Enhanced Frequency Service Ad Hoc Committee On September 3, 2025, the Board approved the establishment of this ad hoc committee of the SBCTA Board (term date was not provided; therefore, an initial one-year will be applied).	To provide recommendations to the Board for enhanced frequency service to Montclair via Metrolink or other alternatives. Term ending September 30, 2026.	Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Joe Baca, Rialto Rick Denison, Yucca Valley
Evacuation and Resilience Center Design (ERCD) Ad Hoc Committee On January 7, 2026, the Board approved the establishment of this ad hoc committee, with a term through December 31, 2026.	To review information and provide input to the Board regarding site selection and other issues regarding the ERCD study.	Daniel Ramos, Adelanto Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Ray Marquez, Chino Hills Bill Hussey, Grand Terrace Rick Denison, Yucca Valley Dawn Rowe, County Supervisor

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of eacl month at 1:30 PM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).

Communication: Committee Membership (Committee Membership)

Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.
City/County Manager's Technical Advisory Committee (CCMTAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Council of Governments (formerly known as San Bernardino Associated Governments). The primary role of the committee is to provide a forum for the chief executives of SBCOG's member agencies to become informed about and discuss issues facing SBCOG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCMTAC is a Brown Act Committee.	Meets bimonthly on the first Thursday of th month at 10:00 AM, at SBCTA.
CCMTAC Housing Trust Ad Hoc Committee On March 6, 2025, the CCM TAC approved the establishment of this ad hoc to be comprised of CCM TAC members, with a term through July 31, 2026.	To take a broad look into the housing trust and how it interacts with the Council of Governments.	Jessie Flores, Adelanto Erik Sund, Big Bear Lake Ben Montgomery, Chino Hills Patrick Martinez, Needles John Gillison, Rancho Cucamonga Curtis Yakimow, Yucca Valley

Communication: Committee Membership (Committee Membership)

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San Bernardino County Transportation Authority

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

Communication: Mission Statement (Mission Statement)