

AGENDA
Transit Committee Meeting

June 11, 2026

9:00 AM

Location

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

Transit Committee Membership

Chair

John Dutrey, Mayor
City of Montclair

Acquanetta Warren, Mayor
City of Fontana

Vice Chair

Joe Baca, Jr., Supervisor
County of San Bernardino

Bill Hussey, Mayor
City of Grand Terrace

Art Bishop, Council Member
Town of Apple Valley

Larry McCallon, Council Member
City of Highland

Eunice Ulloa, Mayor
City of Chino

Alan Wapner, Mayor Pro Tem
City of Ontario

Ray Marquez, Vice Mayor
City of Chino Hills

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Frank Navarro, Mayor
City of Colton

Rick Denison, Council Member
Town of Yucca Valley

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

AGENDA

Transit Committee Meeting

June 11, 2026

9:00 AM

Location

SBCTA Office

First Floor Lobby Board Room

1170 W. 3rd Street, San Bernardino, CA 92410

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

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

CALL TO ORDER

(Meeting Chaired by John Dutrey)

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

Public Comment

Brief Comments from the General Public

Possible Conflict of Interest Issues

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

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

Pg. 11

Receive and file Change Order Report.

Presenter: Victor Lopez

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Election of Committee Chair and Vice Chair

Pg. 13

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2027.

Presenter: Victor Lopez

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

Discussion - Transit

4. Fiscal Year 2026/2027 State of Good Repair Program Allocations

Pg. 20

That the Transit Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft resolution.

5. Fiscal Year 2026/2027 Senate Bill 125 Allocations

Pg. 30

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

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.

Presenter: Nancy Strickert

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

6. Fiscal Year 2026/2027 Transit Operator Allocations

Pg. 33

That the Transit Committee recommend 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 is not scheduled for review by any other policy committee or technical advisory committee.

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

Pg. 42

That the Transit Committee recommend 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.

Presenter: Joy Buenafior

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

Discussion - Transportation Programming and Fund Administration

8. Contract No. 26-1003438 for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2024/2025/2026 Pg. 49

That the Transit Committee recommend 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 Audit 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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

9. 2026 Update to the 10-Year Delivery Plan - Valley Transit Programs Pg. 82

Receive report and provide comments 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 is not scheduled for review by any other policy committee or technical advisory committee.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Pg. 88

Acronym List

Pg. 89

Mission Statement

Pg. 92

**The committee will go dark in July.
The next Transit Committee meeting is scheduled for August 13, 2026.**

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility & Language Assistance - The meeting facility is accessible to persons with disabilities. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com and the office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

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

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

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

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

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

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

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

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

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

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

Your cooperation is appreciated!

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

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Revised June 7, 2023

Minute Action

AGENDA ITEM: 1

Date: June 11, 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
7	21-1002662-01	Kleinfelder Construction Services, Inc. <i>Marc McIntyre</i> <i>Scott Hillman</i>	Anser Advisory TRC Engineers, Inc. Guida Surveying, Inc. STC Traffic, Inc. Pacific Rail Enterprises, Inc. AIX Consulting, Inc. RT Engineering Soteria Company, LLC
8	26-1003438	Michael Baker International, Inc. <i>Richard Beck</i>	None

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:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: June 11, 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 is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: June 11, 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

Minute Action

AGENDA ITEM: 3

Date: June 11, 2026

Subject:

Election of Committee Chair and Vice Chair

Recommendation:

Conduct elections for members to serve as Chair and Vice Chair of the San Bernardino County Transportation Authority Transit Committee for terms to end June 30, 2027.

Background:

Terms for the Chair and Vice Chair of each of the San Bernardino County Transportation Authority (SBCTA) policy committees and Metro Valley Study Session expire on June 30, 2026. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SBCTA Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Transit Committee to serve until June 30, 2027. A complete listing of SBCTA policy committees, memberships, and chairs is attached to this item for reference.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

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

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>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)</p> <p>City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.</p> <p>Policy Committee and Board Study Session Chairs are members of this policy committee.</p> <p>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.</p> <p>The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:</p> <ol style="list-style-type: none"> (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. <p>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.</p> <p><u>Meeting Time: Second Wednesday, 9:00 a.m., SBCTA Office</u></p> <p>(Brown Act)</p>	<p><u>West Valley</u> Ray Marquez, Chino Hills (Past President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Curt Hagman, Supervisor</p> <p><u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor (Chair/Vice President)</p> <p><u>Mountain/Desert</u> Art Bishop, Apple Valley (MDC Chair) Josh Pullen, Hesperia Rick Denison, Yucca Valley (Vice Chair/President) Dawn Rowe, Supervisor</p> <p>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.</p>	<p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p> <p>6/30/2026</p>
<p>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.</p> <p>SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.</p> <p>Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>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.</p> <p>* SCRRA Primary Member ** SCRRA Alternate Member</p> <p><u>Meeting Time: Second Thursday, 9:00 a.m., SBCTA Office</u></p> <p>(Brown Act)</p>	<p>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</p>	<p>12/31/2029* (6/30/2026)</p> <p>12/31/2026 (6/30/2026)</p> <p>12/31/2026</p> <p>12/31/2026</p> <p>12/31/2026**</p> <p>12/31/2027</p> <p>12/31/2027</p> <p>12/31/2026</p> <p>12/31/2026**</p> <p>12/31/2029*</p> <p>12/31/2027</p> <p>12/31/2026</p>

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p><u>Meeting Time: Third Friday, 9:30 a.m., MDAQMD Office 14306 Park Avenue, Victorville</u></p> <p>(Brown Act)</p>	<p>Art Bishop, Apple Valley (Chair) Timothy Silva, Barstow (Vice Chair) Daniel Ramos, Adelanto 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</p>	<p>Indeterminate (6/30/2026) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>
<p>Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and six Board members appointed by the Board President.</p> <ul style="list-style-type: none"> - 2 East Valley member - 2 West Valley member - 1 Mountain/Desert member - 1 County member <p>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.</p>	<p>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.</p> <p>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.</p> <p><u>Meeting Time: Second Wednesday, 9:30 a.m., SBCTA Office</u></p> <p>(Brown Act)</p>	<p>Rick Denison, Yucca Valley (President) Joe Baca, Jr., Supervisor (Vice President) Ray Marquez, Chino Hills (Past President) Art Bishop, Apple Valley Frank Navarro, Colton Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario Jesse Armendarez, Supervisor</p>	<p>Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026</p>

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>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.</p> <p><u>Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office</u></p> <p>(Brown Act)</p>	<p>Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)</p>	<p>6/30/2026 6/30/2026</p>

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority</p> <p>Mountain Transit</p> <p>City of Needles Transit Services</p> <p>Omnitrans</p> <p>Victor Valley Transit Authority</p> <p>County of San Bernardino Dept. of Public Works</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services</p> <p>Foothill Aids</p> <p>Anthesis</p> <p>Reach Out Morongo Basin</p> <p>Loma Linda University Health</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2027</p> <p>9/30/2026</p> <p>9/30/2026</p> <p>4/30/2028</p> <p>8/31/2027</p>

Meeting Dates and Time: Quarterly, beginning in March, 2nd Monday of the month, 10:00 a.m., (Location rotates: SBCTA Office)

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>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.</p> <p>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.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) <i>Vacant</i> (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Rick Denison, Ex-Officio Carrie Schindler, Ex-Officio</p>	<p>10/31/2028 06/30/2028 06/30/2028 03/01/2029</p>

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 Directors 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 hoc 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 there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
<p>LA 28 Olympics Ad Hoc On December 3, 2025, the Board approved the establishment of the Ad Hoc Committee.</p>	<p>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.</p>	<p>Daniel Ramos, Adelanto Ray Marquez, Chino Hills Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Jesse Armendarez, County Supervisor</p>

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

<p>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.</p>	<p>To review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026.</p>	<p>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</p>
<p>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).</p>	<p>To provide recommendations to the Board for enhanced frequency service to Montclair via Metrolink or other alternatives. Term ending September 30, 2026.</p>	<p>Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Joe Baca, Rialto Rick Denison, Yucca Valley</p>
<p>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.</p>	<p>To review information and provide input to the Board regarding site selection and other issues regarding the ERCD study.</p>	<p>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</p>

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>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.</p>	<p>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.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p>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.</p>	<p>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.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>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.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>
<p>City/County Manager’s Technical Advisory Committee (CCMTAC)</p> <p>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.</p>	<p>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.</p> <p>The CCMTAC is a Brown Act Committee.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p>CCMTAC Housing Trust Ad Hoc Committee</p> <p>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.</p>	<p>To take a broad look into the housing trust and how it interacts with the Council of Governments.</p>	<p>Jessie Flores, Adelanto Erik Sund, Big Bear Lake Ben Montgomery, Chino Hills Patrick Martinez, Needles John Gillison, Rancho Cucamonga Curtis Yakimow, Yucca Valley</p>

Attachment: SBCTA Policy Committee Membership (12629 : Election of Committee Chair and Vice Chair)

Minute Action

AGENDA ITEM: 4

Date: June 11, 2026

Subject:

Fiscal Year 2026/2027 State of Good Repair Program Allocations

Recommendation:

That the Transit Committee recommend 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

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 11, 2026

Page 2

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.

Transit Committee Agenda Item

June 11, 2026

Page 3

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 Replacement - \$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 is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Nancy Strickert, Multimodal Manager

This page intentionally left blank.

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

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.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 1, 2026.

By: _____
Rick Denison, Board President
San Bernardino County Transportation Authority

ATTEST:

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

Attachment: RESOLUTION 26-011 SGR Funds FY2627 ProjectList (12277 : 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.

- (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

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

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

Minute Action

AGENDA ITEM: 5

Date: June 11, 2026

Subject:

Fiscal Year 2026/2027 Senate Bill 125 Allocations

Recommendation:

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

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.

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.

Entity: San Bernardino County Transportation Authority

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
<i>MBTA</i>	71,400	11.82%	\$ 1,818,782
<i>Mountain Transit</i>	49,671	8.22%	\$ 1,265,276
<i>VVTA</i>	478,459	79.18%	\$ 12,187,852
<i>City of Needles</i>	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
<i>MBTA</i>	70,889	11.60%	\$ 1,784,504
<i>Mountain Transit</i>	49,929	8.17%	\$ 1,256,873
<i>VVTA</i>	485,695	79.45%	\$ 12,226,501
<i>City of Needles</i>	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 Emmission 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

Transit Committee Agenda Item

June 11, 2026

Page 3

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

Responsible Staff:

Nancy Strickert, Multimodal Manager

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: *June 11, 2026*

Subject:

Fiscal Year 2026/2027 Transit Operator Allocations

Recommendation:

That the Transit Committee recommend 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
Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 11, 2026

Page 2

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.

San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 11, 2026

Page 3

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.

San Bernardino County Transportation Authority

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 San Bernardino County Transportation Authority

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.

San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 11, 2026

Page 6

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

Responsible Staff:

Nancy Strickert, Multimodal Manager

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

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 2

Summary of Changes to SRTP Revenue Assumptions for FY 2026/2027¹

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
Amendment²	\$ 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 Mountain Transit has not completed their new SRTP and numbers reflect current apportionment.

³ Needles swapped \$8735 of LCTOP for STA.

Attachment 3

CMAQ Allocation Plan for Transit Operators¹

	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

Minute Action

AGENDA ITEM: 7

Date: June 11, 2026

Subject:

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

Recommendation:

That the Transit Committee recommend 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

Entity: San Bernardino County Transportation Authority

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

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

**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".

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.

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 per diem 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-----

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

KLEINFELDER CONSTRUCTION SERVICES, INC.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Marc McIntyre
Vice President

By: _____
Rick Denison
President, Board of Directors

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 21-1002662-01-PDF (12302 : Contract No. 21-1002662 Amendment No. 1 - Kleinfelder Construction Management Services)

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: 8

Date: June 11, 2026

Subject:

Contract No. 26-1003438 for the Transportation Development Act Triennial Performance Audit for Fiscal Years 2024/2025/2026

Recommendation:

That the Transit Committee recommend 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 Audit 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 Proposal (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.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

June 11, 2026

Page 2

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

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 - Admin in Program 50, Task 0500 Fund Administration, Sub-Task 0502 TDA Administration.

Reviewed By:

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

Responsible Staff:

Brianna Martinez, Management Analyst III

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

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 _____ Committee _____ Item # _____

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

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
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:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	

Parent Contract _____ PM Description _____
 Z-Related Contracts _____

Brianna Martinez _____ Ryan Graham _____
 Project Manager Task Manager

Additional Notes: _____

Attachment: 26-1003438 - CSS (12085 : Contract No. 26-1003438 for the TDA Triennial Performance Audit for FY2024-2026)

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**

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.

- 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

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.

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.

- 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:

- 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.

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

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.

- 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.

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

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.

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

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,

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.

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.

- 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"),

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

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.

- 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.

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.

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.

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-----

DRAFT

Attachment: 26-1003438 (12085 : Contract No. 26-1003438 for the TDA Triennial Performance Audit for FY2024-2026)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**MICHAEL BAKER
INTERNATIONAL, INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Trudi Lim
Senior Vice President

By: _____
Rick Denison
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Richard Beck
Assistant Secretary

By: _____
Julianna K. Tillquist
General Counsel

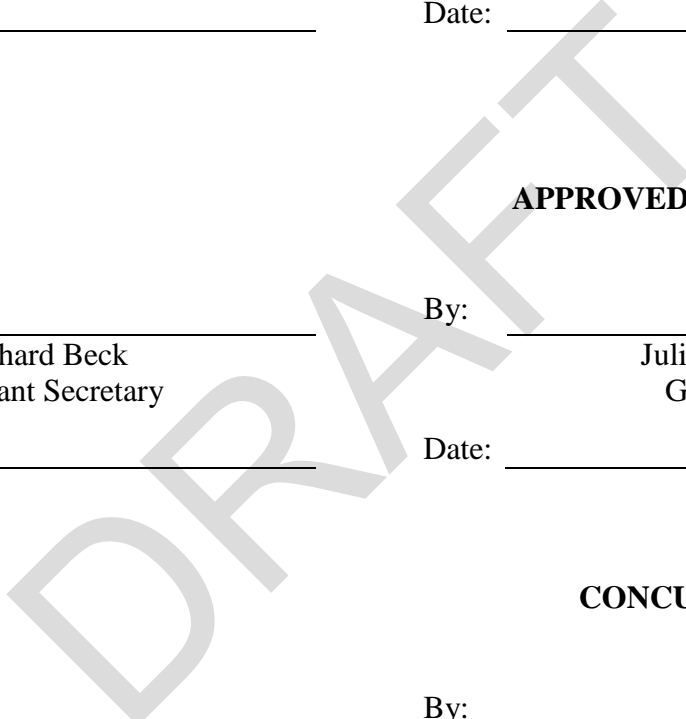
Date: _____

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____



Attachment: 26-1003438 (12085 : Contract No. 26-1003438 for the TDA Triennial Performance Audit for FY2024-2026)

**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.

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.

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.

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)

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 3,436 revenue 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.

EXHIBIT B

COMPENSATION SUMMARY

EXHIBIT "B"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
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;

Minute Action

AGENDA ITEM: 9

Date: *June 11, 2026*

Subject:

2026 Update to the 10-Year Delivery Plan - Valley Transit Programs

Recommendation:

Receive report and provide comments 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

Entity: San Bernardino County Transportation Authority

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

Responsible Staff:

Ryan Graham, Director of Fund Administration

This page intentionally left blank.

Approved
Transit Committee
Date: June 11, 2026

Witnessed By:

Additional Information

TRANSIT COMMITTEE ATTENDANCE RECORD – 2026

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Art Bishop Town of Apple Valley		X	X	X								
Eunice Ulloa City of Chino				X	X							
Ray Marquez City of Chino Hills		X		X	X							
Frank Navarro City of Colton		X	X	X								
Aquanetta Warren City of Fontana		X	X		X							
Bill Hussey City of Grand Terrace		X		X	X							
Larry McCallon City of Highland		X	X	X	X							
John Dutrey City of Montclair		X	X									
Alan Wapner City of Ontario		X	X	X	X							
L. Dennis Michael City of Rancho Cucamonga		X			X							
Rick Denison Town of Yucca Valley		X	X		X							
Joe Baca, Jr. Board of Supervisors		X	X		X							

Communication: Attendance (Additional Information)

X = Member attended meeting Empty box = Member did not attend meeting
 Crossed out box = Not a member at the time Shaded box=The Transit Committee did not meet

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
IIEP	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

Acronym List

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
PA/ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PS&E	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Acronym List

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019