

**AGENDA**  
**SPECIAL MEETING**  
**Board of Directors Metro Valley Study Session**

**April 16, 2026**

**\*\*\*Start Time: 9:40 AM\*\*\***

**Location**

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

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:**

**Hesperia City Council Chambers**  
**9700 Seventh Avenue**  
**Hesperia, CA 92345**

***Board of Directors***

**Valley Representatives**

**Study Session Chair**

Helen Tran, Mayor  
*City of San Bernardino*

**Study Session Vice-Chair**

Jesse Armendarez, Supervisor  
*Second District*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Vice Mayor  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Bill Hussey, Mayor  
*City of Grand Terrace*

Larry McCallon, Council Member  
*City of Highland*

Ronald Dailey, Mayor Pro Tem  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Mario Saucedo, Mayor  
*City of Redlands*

Joe Baca, Mayor  
*City of Rialto*

Rudy Zuniga, Council Member  
*City of Upland*

Judy Woolsey, Council Member  
*City of Yucaipa*

**Mountain/Desert Representatives**

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Council Member  
*Town of Apple Valley*

Timothy Silva, Mayor  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Josh Pullen, Mayor Pro Tem  
*City of Hesperia*

Janet Jernigan, Mayor  
*City of Needles*

Daniel Mintz, Sr., Mayor  
*City of Twentynine Palms*

Bob Harriman, Mayor Pro Tem  
*City of Victorville*

Rick Denison, Council Member  
*Town of Yucca Valley*

**County Board of Supervisors**

Paul Cook, *First District*

Curt Hagman, *Fourth District*

Dawn Rowe, *Third District*

Joe Baca, Jr., *Fifth District*

*Ex-Officio Member – Catalino Pining, Caltrans*  
*Carrie Schindler, Executive Director*  
*Julianna Tillquist, General Counsel*

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

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

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

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

**CALL TO ORDER**

(Meeting Chaired by Helen Tran)

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

**Public Comment**

**Brief Comments from the General Public**

**Possible Conflict of Interest Issues**

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

**1. Information Relative to Possible Conflict of Interest**

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

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

## INFORMATIONAL ITEMS

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

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

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Receive and file Change Order Report.

**Presenter: Kristi Lynn Harris**

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

## DISCUSSION ITEMS

### **Discussion - Administrative Matters**

#### **3. Metro Valley Study Session Review of Task and General Overview by Region**

Pg. 16

Review the proposed task and budgetary information to be included in the Fiscal Year 2026/2027 Budget, and provide direction as appropriate.

**Presenter: Lisa Lazzar**

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

### **Discussion - Project Delivery**

#### **4. Award Contract 26-1003402 for Express Lanes Tree Mitigation Project on Interstate 15**

Pg. 72

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

A. Award Contract No. 26-1003402 to David Evans and Associates, Inc., for Final Design and Construction Support for the Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road in the not-to-exceed amount of \$1,671,197.54, for a five-year term ending March 31, 2031, to be funded with Measure I Valley Freeway Projects Program.

B. Approve a contingency budget of \$167,120 for Contract No. 26-1003402, which would be released by the Department Director as necessary in compliance with SBCTA's Contracting and Procurement Policy No. 11000 VIII.B.6, to be funded with Measure I Valley Freeway Projects Program.

**Presenter: Jeffery Hill**

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

#### **5. Release Request for Proposals No. 26-1003431 for On-Call Environmental Services**

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

Authorize the release of Request for Proposals No. 26-1003431 for On-Call Environmental Services in support of the Project Delivery Program.

**Presenter: Tracy Escobedo**

Agenda Item No. 5 (cont.)

**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 RFP.**

**6. Interstate 215 Palm Avenue Interchange Project - Cooperative Agreement with the City of San Bernardino, Budget Amendment, and Release of RFP** Pg. 122

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

A. Approve Cooperative Agreement No. 25-1003341 with the City of San Bernardino (City) for the Interstate 215 (I-215) Palm Avenue Interchange Project, committing funding and participation for the delivery of the Project Initiation Document (PID), Project Approval and Environmental Document (PA/ED), and Plans, Specifications, and Estimates (PS&E) phases only, for an estimated total funding of \$7,300,000, consisting of \$2,927,600 in City funds and \$4,372,400 of Measure I Valley Freeway Interchange Program funds, and approve an exception to SBCTA Policy No. VFI-3, which commits SBCTA to the timely funding of the project through construction.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget to add Sub-Task No. 0865, I-215 Palm Avenue Interchange Project, under Task No. 0830, Interchange Projects, in the amount of \$57,000 to be funded with \$28,935 of Measure I Valley Freeway Interchange Program funds and \$28,065 of City funds.

C. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003456 for Design and Environmental Professional Services for the PID and PA/ED phases of the I-215 Palm Avenue Interchange Project to be funded with City and Measure I Valley Freeway Interchange Program funds, subject to approval as to form by SBCTA General Counsel.

**Presenter: Paul Melocoton**

**This item 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.**

**7. Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for Interstate 10 Contract 1 Landscape Project** Pg. 173

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

Approve Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, to augment the scope of work, increase the contract amount by \$272,834.70 for a new not-to-exceed amount of \$1,672,845.54, and extend the contract expiration date to December 31, 2029, to be funded by Measure I Valley Freeway Program.

**Presenter: Juan Lizarde**

**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 draft amendment.**

## **Discussion - Transportation Programming and Fund Administration**

### **8. Interstate 10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454**

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

Approve Contract No. 26-1003454, a Term Loan Agreement with San Bernardino County (County) developed for the Interstate 10/Cedar Avenue Interchange Project as directed by the Board on April 1, 2026, in an amount not-to-exceed \$13,995,381, to be funded with \$3,261,142 of the County's Major Street – Arterial Sub-Program funds and with \$10,734,239 of Valley Freeway Interchange Program funds, which contains a provision that a \$2,750 loan fee for Lender's additional costs of administering the Term Loan will be paid by the County upon execution of the agreement and a deposit of \$19,887,619 will be paid by the County, including invoices previously paid, prior to any loan draws.

**Presenter: Andrea Zureick**

**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 agreement.**

### **9. Measure I Valley Major Street Program - Arterial Sub-Program Allocation Planning for Fiscal Year 2026/2027**

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2026/2027 Budget: Valley Major Street Program - Arterial Sub-Program for \$35,858,427.73.

**Presenter: Nohemi Moran**

**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  
Acronym List  
Mission Statement

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**The Metro Valley Study Session will be cancelled for May 14, 2026 due to a conflict with City/County Conference. The next regular scheduled meeting of the Metro Valley Study Session will be held on June 11, 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](mailto:clerkoftheboard@gosbcta.com) and the office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](mailto:clerkoftheboard@gosbcta.com). La oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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/](http://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. 3<sup>rd</sup> Street, 1<sup>st</sup> 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](mailto: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:** April 16, 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
4	26-1003402	David Evans and Associates, Inc. <i>Gabriel Rodriguez</i> <i>Kim S. Rhodes</i>	ICF Environmental, Inc. LIN Consulting Monument Group Delta Consultants, Inc., an NV5 Company Helix Environmental
7	23-1002903-01	EXP U.S. Services, Inc. <i>Ivan Dvorak</i> <i>Hae-Jin (Pricilla) Ahn</i>	Michael Baker International Epic Land Solutions, Inc.

**Financial Impact:**

This item has no direct impact on the budget.

**Reviewed By:**

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

**Responsible Staff:**

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026

Witnessed By:

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

## *Minute Action*

AGENDA ITEM: 2

**Date:** *April 16, 2026*

**Subject:**

Project Delivery Contract Change Orders to On-Going Contracts

**Recommendation:**

Receive and file Change Order Report.

**Background:**

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery and Express Lanes has 12 on-going construction contracts, of which three have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on March 12, 2026. The CCOs are listed below:

A. Contract No. 19-1002196 with Security Paving Company, Inc., for the State Route (SR) 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

B. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project: There are no newly executed CCOs since last report.

C. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: There are no newly executed CCOs since last report.

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

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

F. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

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

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

- 1) CCO 32.1: Electrical modifications. (\$165,696.04)
- 2) CCO 72.1: Crane standby time. (\$45,000)
- 3) CCO 81: Additional contract time. (\$2,750,579.68)
- 4) CCO 82: Break-in-place method of bridge demolition. (\$35,000)

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

- 1) CCO 12: Drainage modifications. (\$66,664.11)
- 2) CCO 20: Landscaping rock blanket. (\$45,000)
- 3) CCO 22: Interconnect conduit installation. (\$7,500)

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

April 16, 2026

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

- 1) CCO 2.2: Dispute Resolution Board. (\$25,000)
- 2) CCO 17.1: Unanticipated obstructions. (\$50,000)
- 3) CCO 19: Upgrade to traffic-rated pull box. (\$9,870.42)
- 4) CCO 20: Restaging at the northbound on-ramp. (\$62,965.50)
- 5) CCO 21: Barrier rail modifications. (\$14,987)
- 6) CCO 22: Kaymaz parking lot changes (\$29,000)
- 7) CCO 24: Quantity adjustment for bid item 97. (\$7,200)
- 8) CCO 25: Drainage system backfill. (\$4,000)

K. Contract No. 23-1003032 with Skanska-Coffman a Joint Venture, for the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1: There are no newly executed CCOs since last report.

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

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0814 SR-210 Waterman, Sub-Task No. 0897 I-10 Cedar, and Sub-Task No. 0853 I-215 University Parkway.

**Reviewed By:**

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

**Responsible Staff:**

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

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Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026  
Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,716,074.61
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$148,949.52
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,302,350.48
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	\$17,271,234.20
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$34,097,765.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
	CCO Total	\$3,965,315.76
	Approved Contingency	\$5,896,500.00
	Remaining Contingency	\$1,931,184.24
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	\$1,263,019.95
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$2,468,233.05
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
	CCO Total	\$19,763,910.60
	Approved Contingency	\$29,230,000.00
	Remaining Contingency	\$9,466,089.40

Attachment: 46531 (version 1) (12456 : Project Delivery Contract Change Orders to On-Going Contracts)

<b>Project Delivery Contracts Executed Change Orders</b>		
<b>Number</b>	<b>Description</b>	<b>Amount</b>
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
	CCO Total	(\$221,026.87)
	Approved Contingency	\$900,661.70
	Remaining Contingency	\$1,121,688.57
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
32.1	Electrical modifications.	\$165,696.04
72.1	Crane standby time.	\$45,000.00
81	Additional contract time.	\$2,750,579.68
82	Break-in-place method of bridge demolition.	\$35,000.00
	CCO Total	\$5,950,854.12
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$2,147,545.88
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
12	Drainage modifications.	\$66,664.11
20	Landscaping rock blanket.	\$45,000.00
22	Interconnect conduit installation.	\$7,500.00
	CCO Total	\$351,267.50
	Approved Contingency	\$778,576.63
	Remaining Contingency	\$427,309.13
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
2.2	Dispute Resolution Board.	\$25,000.00
17.1	Unanticipated obstructions.	\$50,000.00
19	Upgrade to traffic-rated pull box.	\$9,870.42
20	Restaging at the northbound on-ramp.	\$62,965.50
21	Barrier rail modification.	\$14,987.00
22	Kaymaz parking lot changes.	\$29,000.00
24	Quantity adjustment for bid item 97.	\$7,200.00
25	Drainage system backfill.	\$4,000.00
	CCO Total	\$440,079.89
	Approved Contingency	\$1,129,988.00
	Remaining Contingency	\$689,908.11

Attachment: 46531 (version 1) (12456 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
	CCO Total	\$582,362.19
	Approved Contingency	\$42,785,330.00
	Remaining Contingency	\$42,202,967.81
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	\$1,546,647.90
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,015,274.10

Attachment: 46531 (version 1) (12456 : Project Delivery Contract Change Orders to On-Going Contracts)

## *Minute Action*

AGENDA ITEM: 3

**Date:** *April 16, 2026*

**Subject:**

Metro Valley Study Session Review of Task and General Overview by Region

**Recommendation:**

Review the proposed task and budgetary information to be included in the Fiscal Year 2026/2027 Budget, and provide direction as appropriate.

**Background:**

The budget overview presentation provides general information for each major program for the Valley and Mountain/Desert areas. This presentation provides a general overview of the objectives included in the Fiscal Year 2026/2027 Budget for the following programs:

- General Government
- Council of Governments
- Environment & Energy Conservation
- Commuter and Motorist Assistance
- Regional and Subregional Planning
- Fund Administration
- Transit and Rail
- Major Projects (Highway and Roadway)
- Express Lanes
- Debt Service

Estimated revenues and detailed budgetary information for the various tasks to be included in the proposed Fiscal Year 2026/2027 Budget are also included with this item as well as presented at the General Policy Committee, Transit Committee, and Mountain/Desert Policy Committee meetings.

The purpose of reviewing tasks is to gain input on the appropriateness of the type and scope of the work effort required to achieve the mission of improving the quality of life and mobility in San Bernardino County. Narrative descriptions and detailed budget information are provided to gauge alignment with the San Bernardino County Transportation Authority (SBCTA) mission. Budget amounts, fund types, and narratives are preliminary pending review and feedback by the SBCTA policy committees.

Explanations for major variances from the previous year's budget are included in the Work Elements section for each task.

- Budgetary changes for the Measure I Program Management Task are mainly due to a variance of cost related to program management fees and payroll expenses in Fiscal Year 2026/2027.
- Budgetary changes for the Freeway Projects Task are due primarily to projects in design and continuing to move through construction.

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

## Board of Directors Metro Valley Study Session Agenda Item

April 16, 2026

Page 2

- Budgetary changes for the Express Lanes Project Development Task are attributed to the commencement of toll system implementation for the Interstate 15 (I-15) Express Lanes this year.
- Budgetary changes for the Interchange Projects Task include a reduction in funding for the State Route (SR) 210 Baseline, SR 210 Waterman Avenue, and Interstate 215 (I-215) University Parkway interchange projects as they near completion. The budget reflects the ongoing expenditures for the Interstate 10 (I-10) Mt. Vernon and I-10 Cedar interchange projects. In addition, the budget includes environmental development work on the I-215 Palm and SR 210 Del Rosa Avenue interchange projects.
- There are no budgeted projects in the Grade Separation Projects Task this year.
- Budgetary changes for the Arterial Projects Task are largely due to the completion of the construction of the Mount Vernon Viaduct.
- Budgetary changes for the Express Lanes Operation Task are primarily driven by higher overall transaction and violation processing costs associated with the growing volume of Express Lanes trips. Additionally, the budget includes funding for the potential deployment of an Automated Occupancy Detection system, pending the results of the pilot program.

The following tasks are presented for committee review:

Task	Major Project Delivery Program	Manager	Proposed Budget
0815	Measure I Program Management	Harris	\$ 4,680,385
0820	Freeway Projects	Harris	\$ 526,368,230
0821	Express Lanes Project Development	Chu	\$ 5,051,547
0830	Interchange Projects	Harris	\$ 67,799,585
0840	Grade Separation Projects	Harris	\$ 0
0860	Arterial Projects	Harris	\$ 12,456,529
0870	Active Transportation Program Projects	Harris	\$ 7,200,000
Task	Express Lanes Operation Program	Manager	Proposed Budget
0750	Express Lanes Operation	Chu	\$ 21,432,567

The following list of sub-tasks provides proposed budget by project:

Major Projects Delivery Sub-Tasks		Proposed Budget
<b>0820</b>	<b>Freeway Projects:</b>	
0816	Tree Mitigation	\$ 650,000
0821	I-10 Corridor Contract 2	\$ 200,043,000
0823	I-10 Corridor Contract 1	\$ 76,595,717
0831	I-15 Corridor Contract 1	\$ 183,684,968
0838	I-215 Corridor Segment 5 Landscape	\$ 3,060,137
0839	I-215 Bi-County Landscape	\$ 2,905,000
0840	I-215 Barton Road Interchange	\$ 135,000
0844	US 395 Widening Phase 2	\$ 48,080,408
0854	I-10 Eastbound Truck Climbing Lane Project	\$ 10,000
0857	I-15 Cajon Pass Northbound Corridor Freight Project	\$ 5,834,000

San Bernardino Council of Governments

San Bernardino County Transportation Authority

0859	SR 18 Median Widening and Reprofilng	\$ 4,920,000
0887	SR 210 Lane Addition	\$ 450,000
<b>0830</b>	<b>Interchange Projects:</b>	
0803	SR 210 Base Line Interchange	\$ 214,000
0808	I-10 Wildwood Interchange	\$ 20,000
0814	SR 210 Waterman Interchange	\$ 810,576
0853	I-215 University Parkway Interchange	\$ 320,000
0864	SR 210 Del Rosa Avenue Interchange	\$ 650,000
0865	I-215 Palm Avenue Interchange	\$ 1,050,000
0893	SR 60 Central Avenue Interchange	\$ 253,510
0895	I-10 Alabama Street Interchange	\$ 74,000
0897	I-10 Cedar Avenue Interchange	\$ 27,744,998
0898	I-10 Mount Vernon Avenue Interchange	\$ 36,662,501

Major Projects Delivery Sub-Tasks		Proposed Budget
<b>0860</b>	<b>Arterial Projects:</b>	
0701	Valley Signal Coordination/Emerging Technology	\$ 295,000
0810	Metrolink Active Transportation Project Improvements Phase 2*	\$ 22,250
0813	North First Avenue Bridges Over Mojave River & Overflow	\$ 50,000
0827	Mount Vernon Avenue Viaduct	\$ 3,439,279
0860	SR 62 Sage Ave to Airway Ave Town of Yucca Valley	\$ 650,000
0861	Zero Emission Truck Charging Station in Baker	\$ 8,000,000
<b>0870</b>	<b>Active Transportation Projects:</b>	
8001	Highland/Redlands Regional Gap Connector	\$ 7,200,000

\*Because Metro ATP Phase 2 is in the punchlist and entering the closeout phase, the decision was made to keep it under task 0810 instead of transferring it to the new ATP task 0870

Program, task, and sub-task narratives with additional information are included with this agenda item. In May 2026, in conjunction with the Budget Workshop, staff will present anticipated levels of revenue from all sources, staffing, and program-level budgets.

**Financial Impact:**

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The tasks under the purview of the Board of Directors Metro Valley Study Session will be part of the overall budget adoption which establishes the financial and policy direction for the next fiscal year.

**Reviewed By:**

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

**Responsible Staff:**

Lisa Lazzar, Chief Financial Officer

Approved  
 Board of Directors Metro Valley Study Session  
 Date: April 16, 2026  
 Witnessed By:

### Project Delivery Program Budget

#### Description

The Project Delivery Program is responsible for the development and construction of major freeway, interchange, bridge, and corridor projects. The program is funded by an array of funding sources including Measure I, Federal, State, and local funds. The Fiscal Year 2026/2027 budget of \$623.6 million is for the preparation, management, and construction of major projects.

#### Objectives

The Project Delivery team will continue the delivery, management, and construction of major freeway, interchange, bridge, and corridor projects. In doing so, the staff will assist in meeting SBCTA’s commitment to deliver the transportation projects as described in the Measure I Transportation Transactions and Use Tax Ordinance approved in 1989 and renewed in 2004 by the San Bernardino County voters. The Project Delivery Program for Fiscal Year 2026/2027 includes:

- 11 Freeway/Highway Projects, including five in the landscape phase or close-out
- 10 Interchange Projects, including five in the landscape phase or close-out
- 6 Miscellaneous Projects, including two in close-out
- 1 Active Transportation Project in the construction phase

In addition, to enhance project delivery and maximize the utilization of funds, staff will continue to maintain and improve the Project Control System.

#### Performance/Workload Indicators

	2023/2024 Actual	2024/2025 Actual	2025/2026 Revised Budget	2026/2027 Budget
Project Approval/Environmental Document	1	0	0	3
Start Construction	3	5	5	3
Open to Traffic	1	5	5	1
Project Control System	YES	YES	YES	YES

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery

### Task 0815 Measure I Program Management

#### Purpose

Manage the Project Delivery Program.

#### Accomplishments

Management of the Project Delivery Program resulted in furthering the development of roadway and highway projects leading to the completion of numerous transportation enhancements. Individual project accomplishments can be found in the task-specific narratives.

Project Delivery Program Controls activities continued including: 1) Project Delivery's monthly tracking of the electronic construction file uploads, has proven effective in ensuring documents are uploaded in a timely manner and following the retention policy; 2) project costs are reconciled yearly which helps project closeouts and Construction in Progress (CIP) reporting; 3) completed the bi-annual contract review and after reviewing more than 290 contracts, none were found to be out of compliance; and 4) utilization and maintenance of the Project Control System (PCS) to support Project Delivery management of project schedules, contracts, and funding, for reconciliation, documentation, and internal and external reporting. Also, the PCS provided support to Project Delivery, Fund Administration, and Finance staff to serve as a tool for the updating and monitoring of the 10-Year Delivery Plan and the preparation of the Fiscal Year Budget.

Project Delivery, in concert with the Planning department, initiated the development of potential candidate Cycle 5 Trade Corridor Enhancement Program (TCEP) projects, namely the Interstate 15 Cajon Pass Northbound Truck Climbing Lane Project and the State Route 18 Median Widening and Reprofiling Project. The team provides ongoing support for reporting on budgets and schedules as required for these grant pursuits.

#### Work Elements

1. Project Delivery: Perform tasks related to the project development and construction management of SBCTA-managed projects as described by the task-specific narratives.
2. Project Controls: Collect and maintain all pertinent budget, cost, and schedule information on each project. Track project risks, goals, accomplishments, and action items. This work element includes regular updates to detailed project cost estimates commensurate with the level of project development and project scheduling, and development of and regular updates to detailed project schedules. Overall, these activities serve to maintain and enhance PCS monitoring and reporting on the status of the budget, cost, and schedule and to forecast performance trends of each project under the Project Delivery Program. In addition, the use of this integrated system allows the creation of different funding scenarios for the identification of the optimum funding plan.
3. Consultant Selection and Management: Administer the ongoing consultant activities. For new contracts, analyze bid/cost proposals against independent cost estimates and negotiate contracts that are fair, reasonable, and in the best interest of SBCTA. Coordinate indirect cost review as a practice to ensure appropriate hourly rates.
4. Contract Management and Invoicing: Perform routine contract management and review invoicing for compliance with contract terms. Utilize contract controls to track consultant expenditures and budgets in coordination with the PCS and Finance Department. Verify the validity of each agreement.
5. Conduct Quality Assurance/Quality Control (QA/QC) reviews and peer reviews to ensure that SBCTA products and deliverables meet quality standards and maintain a database of QA/QC reviews.
6. Other Program Activities: Other activities include document controls and archiving for records retention purposes; project database maintenance; implementation of program procedures and requirements; participation in the development of programming strategies for all available Federal and State funds; provide input into the development of State regulations and SBCTA policies; and execute project close-out of completed projects.
7. Provide program and project management services that result in the efficient delivery of transportation improvement projects.
8. Partner with the San Bernardino County School District to inform local students interactively about careers in transportation.

## Project Delivery

### Task 0815 Measure I Program Management

9. Participate in Ad Hoc Committees, as needed, and implement approved recommendations.

Budgetary changes are mainly due to a variance of cost related to program management fees and payroll expenses in Fiscal Year 2026/2027.

#### Contract Information – Project Delivery Program\*

- a. Existing Contracts
  - i. 20-1002357, Program Management, Amount Budgeted \$1,200,000.\*
  - ii. 20-1002377, On-Call Environmental Services, Amount Budgeted \$10,000.\*
  - iii. 21-1002555, Legal Services, Amount Budgeted \$30,000.\*
  - iv. 16-1001474, Legal Services, Amount Budgeted \$10,000.\*
  - v. 21-1002472, Incident Management Services, Amount Budgeted \$1,000.\*
  - vi. 23-1002995, Public Outreach Service, Amount Budgeted \$20,000.\*
  - vii. 25-1003245, Disadvantaged Business Enterprise Services, Amount Budgeted \$2,000.\*
  
- b. New Contracts
  - i. 26-1003376, Program Management, Amount Budgeted \$400,000, Total Estimated Contract Amount TBD.\*
  - ii. 26-1003431, On-Call Environmental Services, Amount Budgeted \$30,000, Total Estimated Contract Amount \$5,000,000.\*

\* Contracts that can be utilized on multiple sub-tasks within the Program.

#### Manager

Kristi Harris, Director of Project Delivery and Express Lanes

## Project Delivery

Task 0815 Measure I Program Management

	2023/2024	2024/2025	2025/2026	2026/2027
Expenditures	Actual	Actual	Revised Budget	Budget
Regular Full-Time Employees	1,376,073	1,336,129	1,349,231	1,530,351
Fringe Allocation-General	1,223,950	951,498	847,181	755,534
Professional Services	3,425	72,397	118,000	118,000
Consulting Services	3,275	-	-	-
Program Management Fees	1,664,079	1,899,049	1,520,000	2,060,000
Legal Fees	5,225	26,720	40,500	40,500
Dues/Memberships	180	180	-	-
Training/Registration	1,029	3,172	50,000	50,000
Postage	-	-	1,000	1,000
Travel Expense - Employee	813	-	12,000	12,000
Travel Expense-Mileage-Employee	550	493	7,000	7,000
Advertising	-	943	500	500
Public Information Activities	-	-	20,000	20,000
Printing - External	-	-	1,000	1,000
Bank Charges	200	-	1,000	1,000
Meeting Expense	1,850	1,087	1,000	1,000
Office Equip/Software-Inventorial	-	-	-	2,500
Computer Hardware and Software	-	-	80,000	80,000
<b>Total Expenditures</b>	<b>4,280,649</b>	<b>4,291,667</b>	<b>4,048,412</b>	<b>4,680,385</b>
<b>Funding Sources</b>				
MSI Valley Fund-Freeway Projects				1,961,428
MSI Valley Fund-Fwy Interchange				1,886,432
MSI Valley Fund-Grade Separations				25,500
MSI Victor Valley Fund-Major Local Hwy				298,370
MSI North Desert Fund-Major Local Hwy				20,000
MSI Morongo Basin Fund-Major Local Hwy				225,808
MSI Cajon Pass Fund				262,847
<b>Total Funding Sources</b>				<b>4,680,385</b>

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery

### Task 0820 Freeway Projects

#### Purpose

The Freeway Projects Program includes the development and construction of freeway/highway improvements that enhance mobility, reduce traffic congestion, and improve safety. These enhancements are achieved by the construction of a variety of lane additions including general-purpose lanes, truck climbing lanes, carpool lanes, express lanes, and ancillary improvements.

#### Accomplishments

Transportation revenues coupled with grant awards continue to translate into significant enhancements to our local freeways. The landscape construction for the first three phases of Interstate 215 (I-215) widening through the City of San Bernardino is complete including the Establish Existing Planting (EEP) phase. The next two landscape segments along the I-215 corridor (Bi-County and Segment 5) were awarded for construction with construction to begin in early 2026. The State Route (SR) 210 Lane Addition project in the cities of Highland, San Bernardino, and Redlands started construction in early 2020, was completed in the summer of 2023, and is currently in the EEP phase. Construction of the Interstate 10 (I-10) Contract 1 is nearly complete with landscaping work underway. Revenue commencement was achieved in August 2024. In addition, a work package for the next phases of the I-10 Corridor, east of Interstate 15 (I-15), has been identified. To expedite project delivery, the I-10 Contract 2 Project will be delivered as one design contract, divided into two construction segments: Segment 2A – I-15 to Sierra Avenue and Segment 2B – Sierra Avenue to Pepper Avenue. Both segments' environmental revalidations were completed in April 2025. A construction contract for Segment 2A was awarded in January 2026, and construction began in the spring of 2026. Segment 2B achieved the Ready to List (RTL) milestone in December 2025 and an Invitation for Bids was released in March 2026, with construction to begin in summer 2026. The I-15 Corridor Express Lanes improvements from SR 60 to SR 210 received environmental approval in late 2018. The final design of the Contract 1 portion from Cantu Galleano Ranch Road to north of Foothill Boulevard was completed in October 2023, and the construction contract was awarded in January 2025. Construction of the I-10 Eastbound Truck Climbing Lane Project started in 2024 and was completed in August 2025. The design and right of way activities for US 395 Widening Phase 2 Project from I-15 to Palmdale Road began in late 2023 and were completed in May 2025. The construction contract award was awarded in November 2025 with construction beginning in spring 2026. In Fiscal Year 2025/2026, procurement activities began for preliminary engineering activities for the I-15 Cajon Pass Northbound Corridor Freight Project and the SR 18 Median Widening and Reprofiling Project.

#### Work Elements

The budget for Fiscal Year 2026/2027 incorporates the closeout of I-10 Corridor Contract 1 design-build contract and the ongoing I-10 Corridor Contract 2, I-15 Corridor Contract 1, and US 395 Widening Phase 2, which are some of SBCTA's largest projects requiring significant budget allocated to the Freeway Projects task. In addition, the budget for the design and construction of the other projects referenced above are also included.

Budgetary changes are due primarily to projects in design and continuing to move through construction.

#### Contract Information – Freeway Projects Program\*

- a. Existing Contracts
  - i. 20-1002377, Environmental Services, Amount Budgeted \$68,000.\*
  - ii. 21-1002555, Legal Services, Amount Budgeted \$555,000.\*
  - iii. 20-1002357, Program Management Services, Amount Budgeted \$1,557,000.\*
  - iv. 23-1002995, Public Outreach Services, Amount Budgeted \$10,000.\*
  - v. 25-1003322, Consulting Services, Amount Budgeted \$14,000.\*

## Project Delivery

- b. New Contracts
- i. 26-1003376, Program Management, Amount Budgeted \$519,000, Total Estimated Contract Amount TBD.\*
  - ii. 26-1003431, On-Call Environmental Services, Amount Budgeted \$204,000, Total Estimated Contract Amount \$5,000,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

### Manager

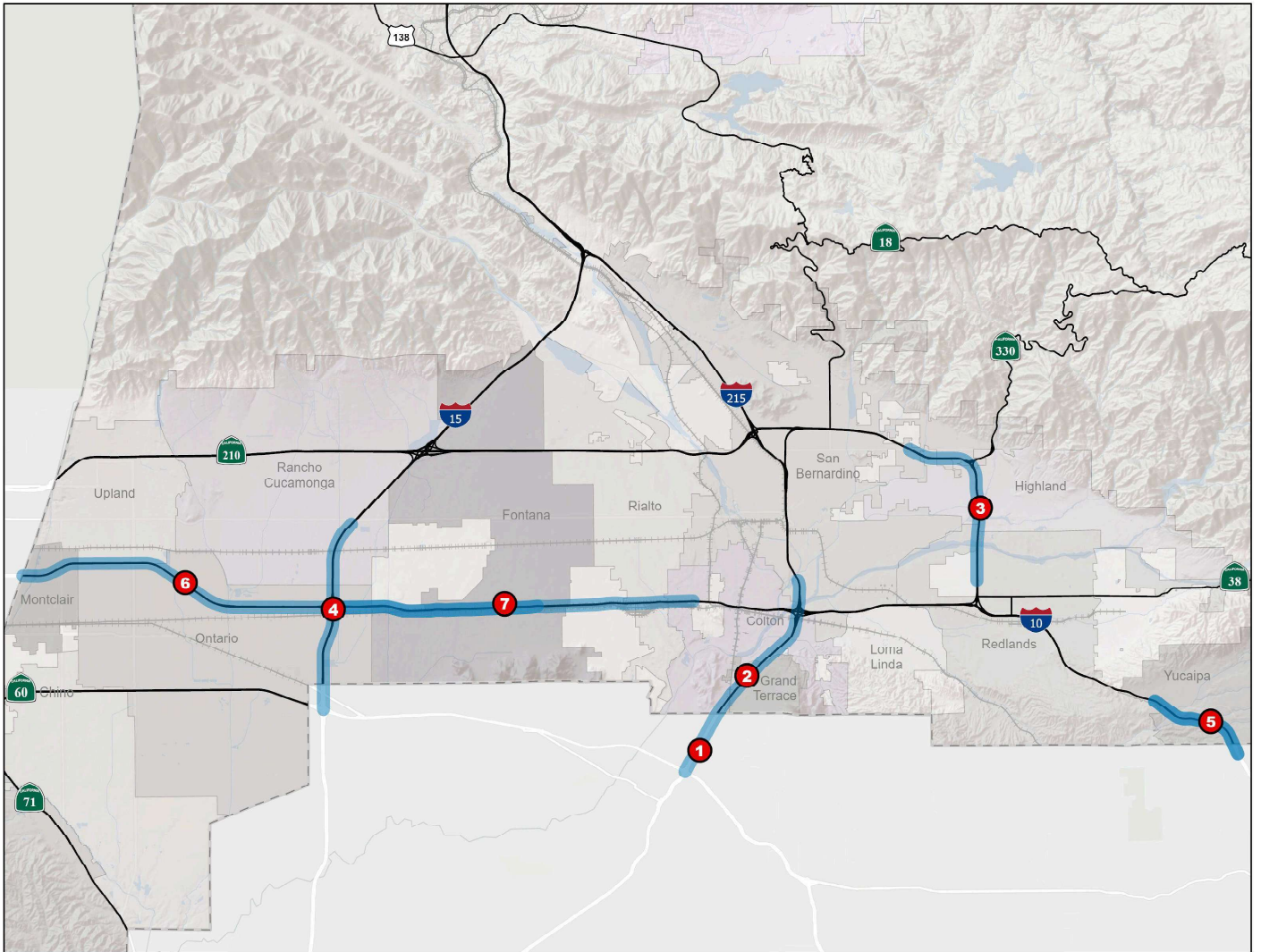
Kristi Harris, Director of Project Delivery and Express Lanes

Expenditures	2023/2024	2024/2025	2025/2026	2026/2027
	Actual	Actual	Revised Budget	Budget
Regular Full-Time Employees	-	54,563	-	-
Fringe Allocation-General	-	38,856	-	-
Professional Services	30,738,880	25,773,945	23,903,719	3,027,500
Consulting Services	12,261,597	7,679,721	40,351,015	19,518,532
Program Management Fees	2,292,641	2,191,304	2,491,808	1,976,000
Legal Fees	1,977,714	2,658,044	15,148,000	13,055,000
Construction Capital	83,645,515	100,947,098	243,227,332	431,122,170
Construction Support	717,895	6,476,991	10,481,478	36,639,360
Utilities Capital	3,121,216	620,811	5,550,000	13,621,634
Right of Way Capital	932,724	7,320,697	11,003,744	6,166,534
Property Insurance	11,473	1,544	-	-
Postage	124	707	6,500	1,000
Advertising	1,242	-	18,000	15,500
Public Information Activities	883,168	614,386	464,173	499,000
Meeting Expense	803	48	-	-
Office Equip/Software-Inventorial	780	198	-	-
Consulting Services	-	-	-	216,000
Construction Support	-	-	-	510,000
Total Expenditures	<u>136,585,772</u>	<u>154,378,913</u>	<u>352,645,769</u>	<u>526,368,230</u>

### Funding Sources

Surface Transportation Program	60,345,813
Congestion Mitigation and Air Quality	29,450,000
Project National and Regional Significance	600,137
Federal Repurposed Earmarks	280,000
Highway Infrastructure Program	1,235,330
Federal One-time Awards	6,891,818
Regional Improvement Program	45,391,508
State Highway Operations & Protection Program	8,654,086
Local Partnership Program-Formula-SB1	8,436,600
Trade Corridor Enhancement Program	106,828,722
MSI Valley Fund-Freeway Projects	169,848,056
MSI Valley Fund-Fwy Interchange	6,870,000
MSI Valley Fund-Arterials	1,930,000
MSI Victor Valley Fund-Major Local Hwy	11,081,919
MSI Cajon Pass Fund	5,834,000
MSI 1990-Valley Fund-Major Projects	100,000
Local Projects Fund	3,990,241
Valley Freeway Projects Bond Fund	57,874,000
I-15 Express Lanes Contract 1	726,000
Total Funding Sources	<u>526,368,230</u>

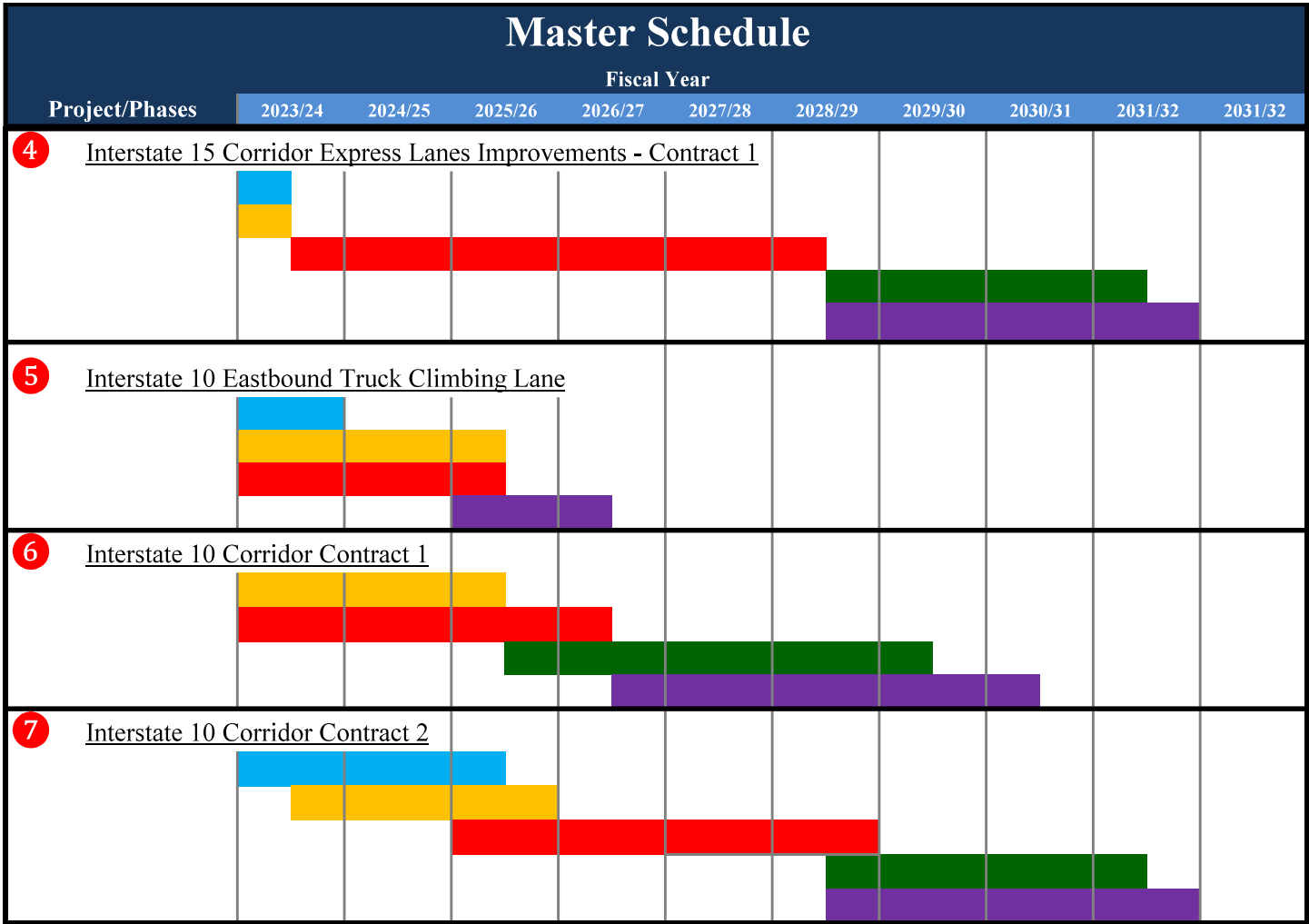
### Project Delivery Freeway Projects Valley Subarea



Project/Phases		Fiscal Year											
		2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2031/32		
1	Interstate 215 Landscape Bi-County & Segment 5	PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
		PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
		PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
2	Interstate 215 Barton Road Interchange	PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
		PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
3	State Route 210 Lane Addition	PA/ED		PS&E		ROW		Cons		Landscape		Closeout	
		PA/ED		PS&E		ROW		Cons		Landscape		Closeout	

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Freeway Projects  
Valley Subarea**



Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Freeway Projects  
Valley Subarea**

**1** Project **Interstate 215 Landscape Bi-County & Segment 5 (0839 Bi-County & 0838 Segment 5)**

**Description**

**Bi-County** - Close the gap between carpool lanes north of Orange Show Road in San Bernardino and south of the SR 60 /SR 91/I-215 interchange in Riverside, to encourage ridesharing and improve the efficiency, safety, and operations of traffic. The remaining task is in close-out and corridor landscaping. Current phase: Landscape.

**Segment 5** - The addition of a high-occupancy vehicle and mixed flow lane in each direction on I-215 through the City of San Bernardino to relieve congestion and accommodate future traffic demand. Current Phase: Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$16,559,036	\$6,989,784	\$5,965,137	\$3,604,115

**Contracts Information**

- a. Existing Contracts
  - i. 19-1002005, Environmental and Design Professional Services, Amount Budgeted \$150,000.
  - ii. 21-1002534, Construction Management Services, Amount Budgeted \$300,000.
  - iii. 16-1001378, Construction Management Services, Amount Budgeted \$350,000.
  - iv. 24-1003062, Construction Capital, Amount Budgeted \$5,060,137.

**2** Project **Interstate 215 Barton Road Interchange (0840)**

**Description**

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Final close-out is contingent on the sale of excess parcels. Current Phase: Right-of-Way and Close-out.

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$102,359,033	\$102,224,033	\$135,000	\$0

\*An additional \$18 million is not going through SBCTA's books but is included in Cost to Date.

**Contract Information**

- a. Existing Contracts
  - i. 20-1002278, Environmental Right-of-Way Remediation, Amount Budgeted \$5,000.
  - ii. 15-1001294, Construction Capital, Amount Budgeted \$100,000.

**Project Delivery  
Freeway Projects  
Valley Subarea**

**3 Project State Route 210 Lane Addition (0887)**

**Description**

Add one mixed flow lane in each direction and conduct pavement rehabilitation between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands to relieve existing congestion and accommodate future demands. Current Phase: Landscape.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$162,636,300	\$162,166,300	\$450,000	\$20,000

**Contract Information**

- a. Existing Contracts
- i. 22-1002663, Construction Management Services EEP, Amount Budgeted \$24,000.
  - ii. 23-1002917, EEP, Amount Budgeted \$150,000.

**4 Project Interstate 15 Corridor Express Lanes Improvements Contract 1 (0831)**

**Description**

Add two express lanes in each direction along the I-15 corridor connecting to Riverside County Transportation Commission's Express Lane facility from south of Cantu Galleano Ranch Road in Riverside County to north of Foothill Boulevard. The project includes auxiliary lanes and other operational improvements along the corridor. Current Phase: Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$537,602,021	\$277,438,481	\$183,684,968	\$76,478,572

**Contract Information**

- a. Existing Contracts
- i. 22-1002266, Design Services, Amount Budgeted \$1,080,000.
  - ii. 22-1002757, Construction Management Services, Amount Budgeted \$10,200,000.
  - iii. 23-1002939, Construction and Maintenance Agreement Vina Vista Overhead, Amount Budgeted \$50,000.
  - iv. 23-1002940, Construction and Maintenance Agreement Mission Blvd Overhead, Amount Budgeted \$15,000.
  - v. 23-1002944, Construction Support, Amount Budgeted \$180,000.
  - vi. 23-1003032, Construction Capital, Amount Budgeted \$169,582,358.

**Project Delivery  
Freeway Projects  
Valley Subarea**

**5 Project Interstate 10 Eastbound Truck Climbing Lane (0854)**

**Description**

Improve traffic operations and safety along eastbound I-10 by constructing a dedicated truck climbing lane for slower-moving vehicles from near the 16<sup>th</sup> Street Bridge to the Riverside County Line. Current phase: Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$36,073,704	\$36,063,704	\$10,000	\$0

**6 Project Interstate 10 Corridor Contract 1 (0823)**

**Description**

Mitigate traffic congestion and accommodate future traffic on the I-10 Corridor from the Los Angeles/San Bernardino County border to I-15. The project extends through the cities of Montclair, Upland, and Ontario, approximately 10 miles. Current Phase: Construction, Landscape, and Close-out.

Total Estimated Cost*	Costs to Date	Proposed Budget**	Future Costs**
\$963,043,000	\$852,596,952	\$76,595,717	\$33,850,331

\*Total Estimated Costs incorporate added State Highway Operations & Protection Program (SHOPP) pavement rehabilitation work, three corridor interchanges, and one arterial improvement project.

\*\*Proposed Budget and Future Costs include Landscaping, Change Orders, Deficient Items, and withholds for Stop Payment Notices.

**Contract Information**

- a. Existing Contracts
  - i. 16-1001530, Project Management/Construction Management Services, Amount Budgeted \$1,987,000.
  - ii. 17-1001599, Design-Build Capital Construction Contract, Amount Budgeted \$36,953,241.
  - iii. 17-1001617, Design-Build Capital Construction Contract, Amount Budgeted \$6,500,000.
  - iv. 21-1002472, Professional Services, Amount Budgeted \$10,000.
  - v. 23-1002903, Landscape Design, Amount Budgeted \$230,000.
  - vi. 23-1002956, Legal Advisor Services, Amount Budgeted \$12,500,000.
  - vii. 22-1002707, Landscape Construction Management Services, Amount Budgeted \$760,000.
  - viii. 24-1003144, Landscape Construction Capital Contract, Amount Budgeted \$8,250,000.

**Local Funding Source Detail**

- i. City of Montclair - \$1,990,241.
- ii. Utility Reimbursements - \$2,000,000.

Note: Sub-Task 0823 costs are budgeted for all work specific to the I-10 Corridor Contract 1 Project and the balance of I-10 Corridor costs are included in Sub-Tasks 0821, 0855, and 0856. Sub-Task 0823 incorporates the I-10 Monte Vista Avenue Interchange, I-10 Euclid Avenue Interchange, I-10 Vineyard Avenue Interchange, and I-10 4<sup>th</sup> Street Arterial Improvement Projects. The cities of Ontario and Upland have also provided local contributions to the project for interchanges and arterials in their cities.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Freeway Projects  
Valley Subarea**

**7 Project Interstate 10 Corridor Contract 2 (0821)**

**Description**

Mitigate traffic congestion and accommodate future traffic on the I-10 Corridor from I-15 to Pepper Avenue. The project extends through the cities of Fontana, Ontario, Rialto, and Colton, approximately 11 miles. This project is being split into two construction contracts, i.e. Contract 2A and Contract 2B, for delivery. Current Phase: Construction.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$899,281,089	\$91,787,231	\$200,043,000	\$607,450,858

\*An additional \$6.0 million for PS&E Oversight is not going through SBCTA books and is not included in Costs to Date.

**Contract Information**

- a. Existing Contracts
  - i. 22-1002722, Final Design Services, Amount Budgeted \$590,000.
  - ii. 23-1002935, Right-of-Way Oversight, Amount Budgeted \$50,000.
  - iii. 23-1002960, Construction Management, Amount Budgeted \$25,000,000.
  - iv. 25-1003211, Railroad Construction and Maintenance Agreement, Amount Budgeted \$80,000.
  - v. 25-1003324, Railroad Temporary Encroachment Agreement, Amount Budgeted \$20,000.
  - vi. 25-1003269, Contract 2A Construction Capital, Amount Budgeted \$103,050,000.
- b. New Contracts
  - i. 25-1003328, Contract 2B Construction Capital, Amount Budgeted \$68,000,000, Total Estimated Contract Amount \$356,800,000.

**8 Project Express Lanes Tree Mitigation (0816)**

**Description**

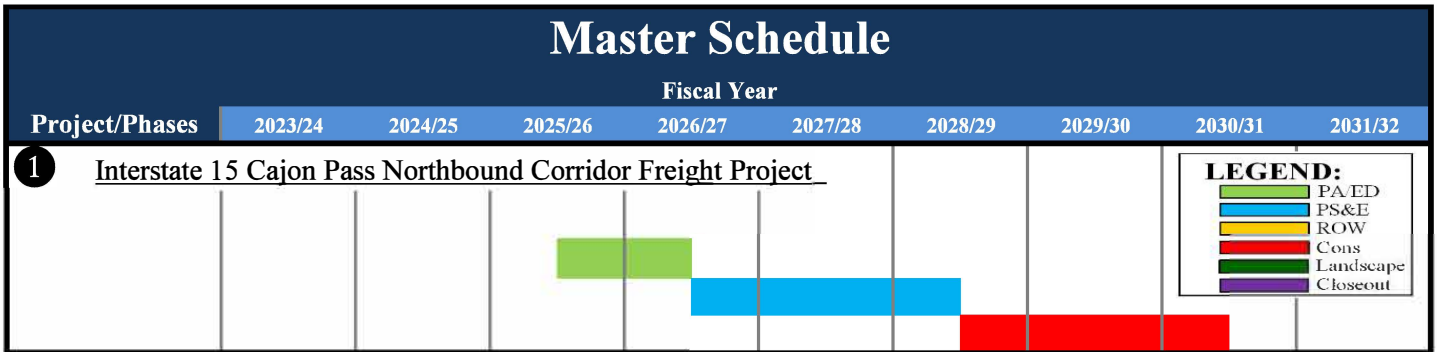
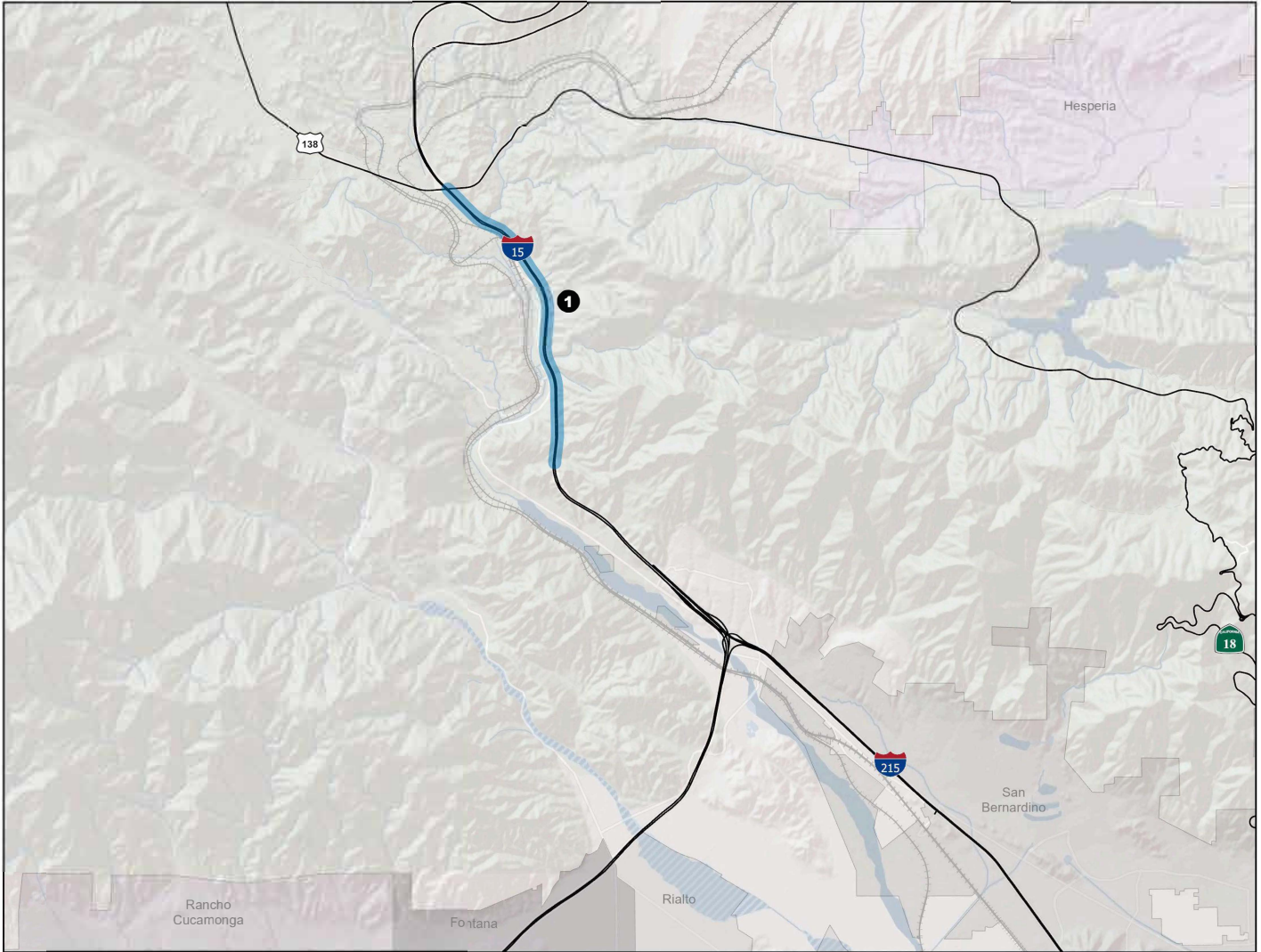
Plant mature trees along the express lanes on the I-15 corridor connecting to Riverside County Transportation Commission's Express Lane facility from south of Cantu Galleano Ranch Road in Riverside County to north of Foothill Boulevard. The I-10 Express Lanes Corridor Projects, Contracts 1 and 2, will remove more trees than can be replaced within the project limits, so Caltrans recommended that SBCTA utilize the I-15 Express Lanes Corridor to accommodate additional tree planting toward the 2:1 replacement ratio. Current Phase: Design.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$8,000,000	\$50,000	\$650,000	\$7,300,000

**Contract Information**

- a. Existing Contracts
  - i. 26-1003402, Final Design Services, Amount Budgeted \$600,000.

**Project Delivery  
Freeway Projects  
Cajon Pass**



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**Project Delivery  
Freeway Projects  
Cajon Pass**

**1 Project Interstate 15 Cajon Pass Northbound Corridor Freight Project (0857)**

**Description**

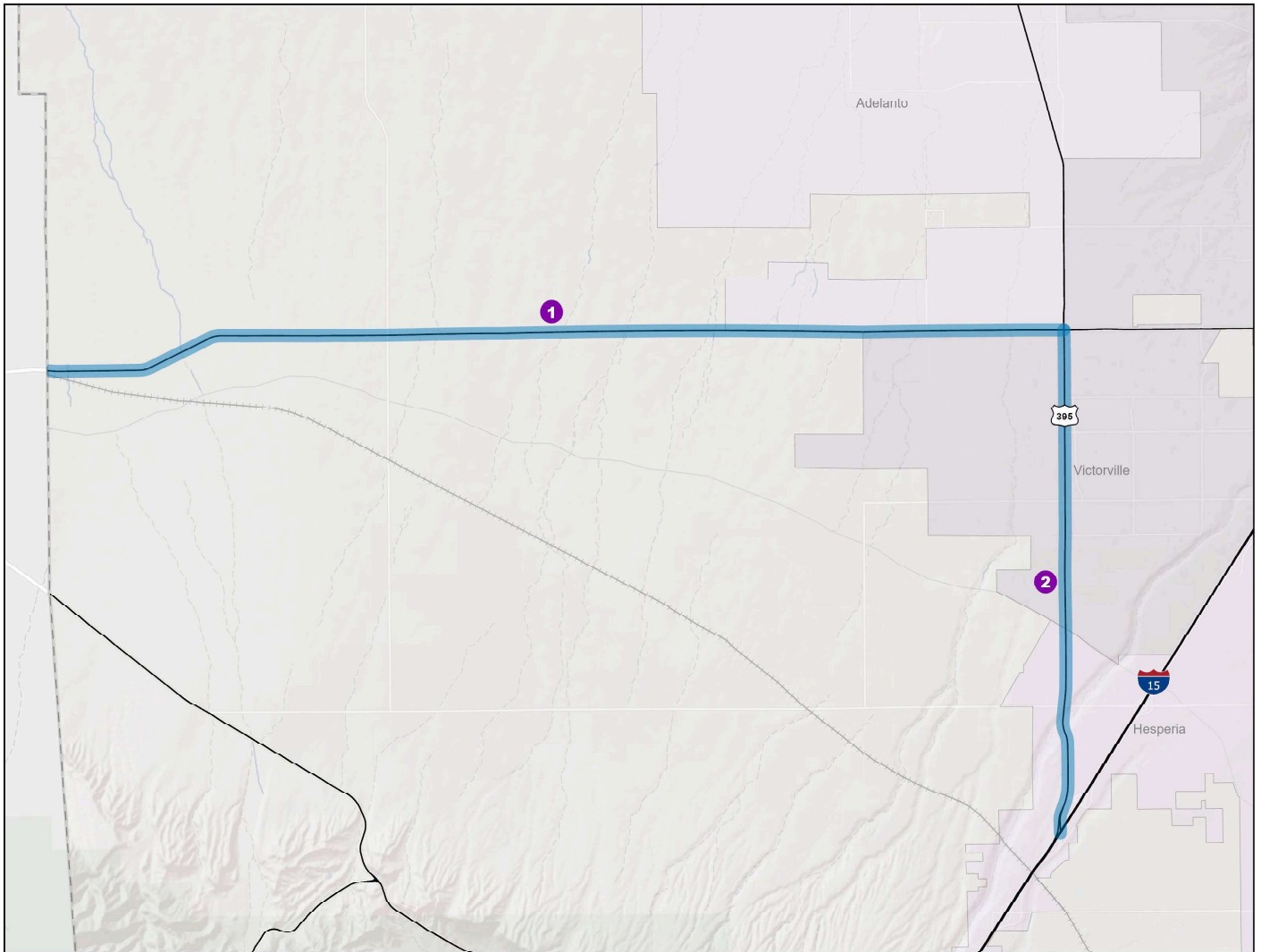
Extend the truck climbing lane on I-15 northbound from 2.7 miles north of Kenwood Avenue to SR 138 northbound exit ramp, approximately 3.4 miles. Current Phase: Environmental.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$109,473,000	\$1,081,459	\$5,834,000	\$102,557,541

**Contract Information**

- a. Existing Contracts
  - i. 25-1003243, Planning and Environmental Services, Amount Budgeted \$4,000,000.
  - ii. 25-1003299, Planning Oversight, Amount Budgeted \$50,000.
- b. New Contracts
  - i. RFP, Environmental Consultant Contract, Amount Budgeted 1,500,000, Total Estimated Contract Amount \$4,250,000.

**Project Delivery  
Freeway Projects  
High Desert Subarea**



Project/Phases		Fiscal Year											
		2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2031/32		
1	SR-18 Median Widening and Reprofiting												
2	US 395 Widening Phase 2												

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**Project Delivery  
Freeway Projects  
High Desert Subarea**

**1 Project SR 18 Median Widening and Reprofiling (0859)**

**Description**

Widen SR 18 to provide a striped median and left-turn or right-turn lanes at intersections from 3.4 miles west of the Los Angeles County Line to US 395 in the cities of Victorville and Adelanto to improve the east-west multi-modal mobility, safety, and operations along the SR 18 Corridor. Current Phase: Environmental.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$232,000,000	\$3,052,384	\$4,920,000	\$224,027,616

**Contract Information**

- a. Existing Contracts
- i. 25-1003240, Preliminary Design and Environmental Services, Amount Budgeted \$4,800,000.

**2 Project US 395 Widening Phase 2 (0844)**

**Description**

Widen US 395 to four lanes and improve intersections from 0.4 miles north of I-15 Junction to SR 18 (SR 18/Palmdale Road) in the cities of Hesperia and Victorville to accommodate existing and future traffic. Current Phase: Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$95,441,667	\$32,283,235	\$48,080,408	\$15,078,023

**Contract Information**

- a. Existing Contracts
- i. 22-1002775, Design Services, Amount Budgeted \$150,000.
  - ii. 23-1002844, Right-of-Way, Amount Budgeted \$662,000.
  - iii. 24-1003120, Construction Management, Amount Budgeted \$4,549,200.
  - iv. 25-1003266, Construction Capital, Amount Budgeted \$27,205,685.
  - v. 25-1003267, SCE Utility Agreement, Amount Budgeted \$1,881,534.
  - vi. 25-1003274, Hesperia Utility Agreement, Amount Budgeted \$2,270,000.
  - vii. 25-1003296, Southwest Gas Utility Agreement, Amount Budgeted \$125,000.
  - viii. 25-1003301, Victorville Utility Agreement, Amount Budgeted \$7,791,990.

## Project Delivery

**Task** 0821 Express Lanes Project Development

### Purpose

Management of Express Lanes Project Development for Express Lanes implementation.

### Accomplishments

New express lanes facilities are currently under development and construction which requires ongoing coordination to ensure future express lanes facilities and extensions seamlessly integrate into existing express lanes operations. Express Lanes Project Development activities include toll collection system final design and civil design coordination for Interstate 15 (I-15) Corridor Contract 1 and Interstate 10 (I-10) Corridor Contract 2 (completed in Fiscal Year 2025/2026). Toll collection system implementation is planned to begin in early 2027 in coordination with construction of I-15 Corridor Contract 1. Early construction coordination for tolling infrastructure will also begin for I-10 Corridor Contract 2.

### Work Elements

Ongoing tasks to manage express lanes project development include:

1. Effective management of express lanes consultant support and staff.
2. Collaborate with Project Delivery team on the design and construction of express lanes facilities and expansions.
3. Collaborate with Planning, Fund Administration, and Finance on funding plans associated with project development activities for future express lanes facilities including development and submittal of grant applications.
4. Coordinate with neighboring counties (Riverside and Los Angeles) on express lanes facilities connections and operations strategies.
5. Plan for future express lanes facilities and expansions.
6. Update business rules and operation procedures to include future express lanes facilities.
7. Manage and implement an express lanes toll collection system for new express lanes facilities.
8. Manage cash advances between Measure I Freeway Fund and future I-15 Express Lanes revenue for costs incurred within Riverside County.

The budget increase is attributed to the commencement of toll system implementation for the I-15 Express Lanes this year.

### Product

1. I-15 Corridor Contract 1 Express Lanes Toll Collection System implementation.
2. I-10 Corridor Contract 2 Express Lanes Toll Collection System implementation.

### Contract Information – Express Lanes Project Development Program

- a. Existing Contracts
  - i. 23-1002943, I-15 Express Lanes Riverside County Express Lanes System Modification Services, Amount Budgeted \$2,000,000.
  - ii. 23-1002944, Express Lanes Support Services, Amount Budgeted \$800,000.
  - iii. 26-1003359, I-10 and I-15 Corridor Traffic and Revenue Services, Amount Budgeted \$100,000.
  - iv. 17-1001617, Express Lanes Toll Service Provider I-15 Contract 1 Implementation and I-10 Contract 2 Design and Implementation, Amount Budgeted \$1,900,000.
  - v. 23-1002995, I-15 Express Lanes Public Outreach Services, Amount Budgeted \$50,000.

### Manager

Philip Chu, Deputy Director of Express Lanes

**Project Delivery**

**Task** 0821 Express Lanes Project Development

	2023/2024	2024/2025	2025/2026	2026/2027
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Regular Full-Time Employees	174,368	544	17,230	110,495
Fringe Allocation-General	155,092	387	10,818	54,552
Professional Services	-	-	600,289	100,000
Consulting Services	-	250,855	1,549,711	4,730,000
Maintenance-Toll Services Systems	132,444	(132,444)	-	-
Construction Support	111,325	-	-	-
Dues/Memberships	-	-	1,000	1,000
Training/Registration	72	650	1,000	1,000
Postage	26	-	500	500
Travel Expense - Employee	157	542	1,000	1,000
Travel Expense-Mileage-Employee	223	130	1,000	1,000
Advertising	308	-	500	500
Public Information Activities	-	-	-	50,000
Printing - Internal	-	-	500	500
Other Service Charges	368	-	500,000	-
Office Expense	20,050	3,700	1,000	1,000
Meeting Expense	871	348	100,000	-
<b>Total Expenditures</b>	<b>595,303</b>	<b>124,711</b>	<b>2,784,548</b>	<b>5,051,547</b>
<b>Funding Sources</b>				
MSI Valley Fund-Freeway Projects				5,051,547
<b>Total Funding Sources</b>				<b>5,051,547</b>

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery

### Task 0830 Interchange Projects

#### Purpose

The Interchange Projects Program develops and constructs freeway interchange improvements that mitigate existing traffic congestion, accommodate future traffic, and enhance safety. The improvements range from ramp widening to complete interchange replacement.

#### Accomplishments

The State Route (SR) 210 at Base Line interchange project and SR 60 at Central Avenue interchange project have completed construction and are currently in the Establish Existing Planting (EEP) phase. Construction is complete on the Interstate 10 (I-10) Alabama Street interchange project and it entered the EEP phase in the summer of 2024. Construction is anticipated to be completed in the spring of 2027 on the first phase of the I-10 Cedar Avenue interchange. A construction contract for the Interstate 215 (I-215) University Parkway interchange was awarded in July 2024 and construction began in November 2024 with the schedule showing April 2026 completion. Construction began on the SR 210 Waterman Avenue interchange in December 2024 and substantially completed in November 2025, the project is currently in the Plant Establishment phase. Design and right-of-way work has been completed on the I-10 Mount Vernon Avenue interchange project with a construction contract awarded in January 2026. Project development coordination with the City of Yucaipa continues on the I-10 Wildwood Canyon Road interchange. The I-10 Monte Vista Avenue, I-10 Euclid Avenue, and I-10 Vineyard Avenue interchanges were improved as part of the I-10 Corridor Contract 1 Project.

The budgetary changes for Fiscal Year 2026/2027 include a reduction in funding for the SR 210 Baseline, SR 210 Waterman Avenue, and I-215 University Parkway interchange projects as they near completion. The budget reflects the ongoing expenditures for the I-10 Mt. Vernon and I-10 Cedar interchange projects. In addition, the budget includes environmental development work on the I-215 Palm and SR 210 Del Rosa Avenue interchange projects.

#### Contract Information – Interchange Projects Program\*

- a. Existing Contracts
  - i. 20-1002377, Preliminary Design and Environmental Services, Amount Budgeted \$11,000.\*
  - ii. 20-1002357, Program Management Services, Amount Budgeted \$165,000.\*
  - iii. 23-1002995, Public Outreach Services, Amount Budgeted \$13,000.\*
  - iv. 21-1002555, Legal Services, Amount Budgeted \$420,000.\*
  - v. 22-1002768, Disadvantaged Business Enterprise Services, Amount Budgeted \$3,550.\*
  - vi. 22-1002769, Labor Compliance Services, Amount Budgeted \$20,000.\*
  - vii. 21-1002472, Third Party Administration, Amount Budgeted \$2,000.\*
  - viii. 23-1002832, Labor Compliance Services, Amount Budgeted \$2,000.\*
- b. New Contracts
  - i. 26-1003376, Program Management, Amount Budgeted \$55,000, Total Estimated Contract Amount TBD.\*
  - ii. 26-1003431, On-Call Environmental Services, Amount Budgeted \$34,000, Total Estimated Contract Amount \$5,000,000.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

#### Local Funding Source Detail

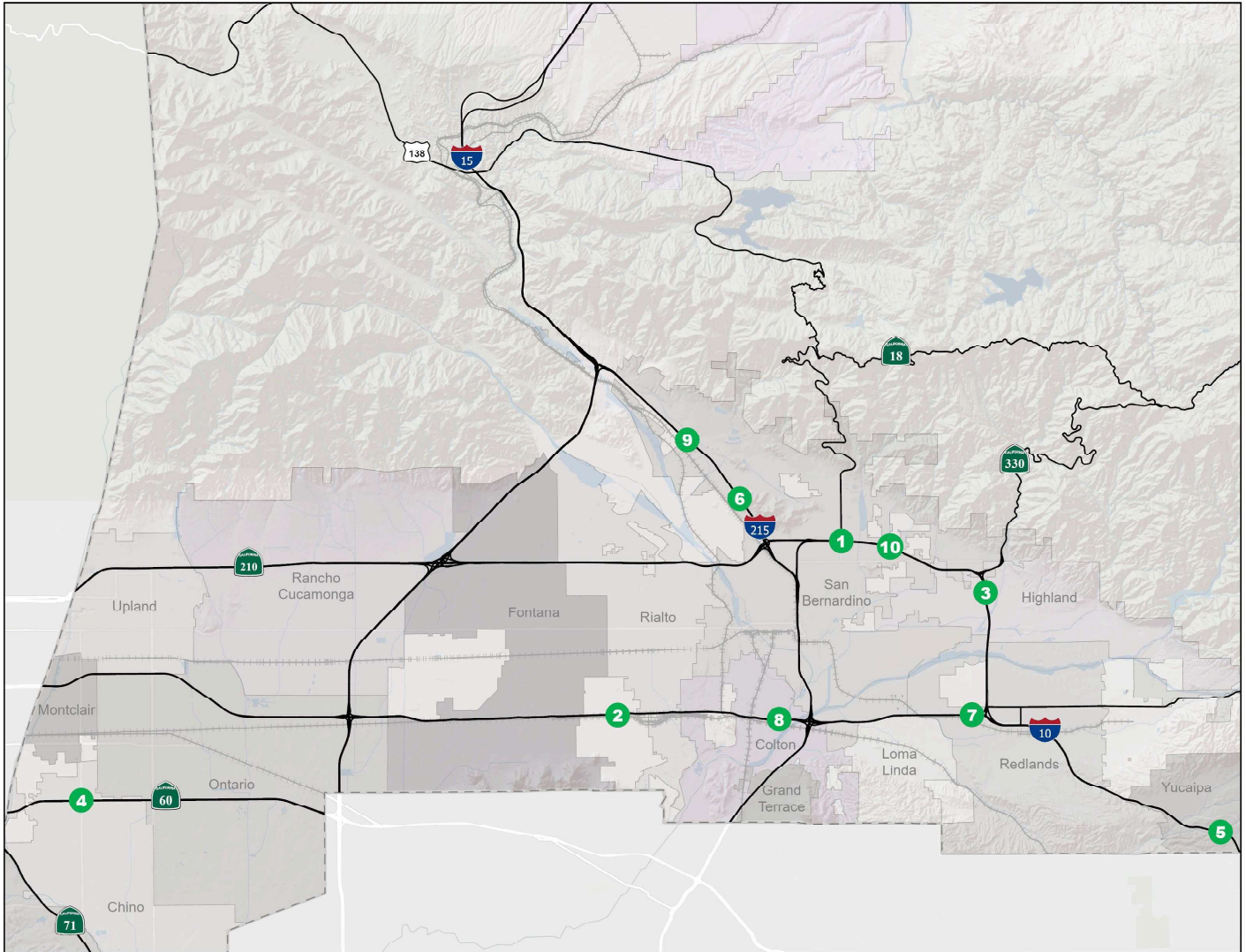
The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

## Project Delivery

Task 0830 Interchange Projects

	2023/2024	2024/2025	2025/2026	2026/2027
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Professional Services	724,122	459,435	3,349,800	4,582,550
Consulting Services	4,320,932	2,842,713	3,947,000	2,640,000
Program Management Fees	423,447	222,348	301,638	320,000
Legal Fees	453,231	488,779	566,000	477,000
Construction Capital	27,905,264	22,964,515	71,294,571	55,369,534
Construction Support	29,019	1,379,892	1,087,806	66,000
Utilities Capital	1,889,605	(831,077)	2,066,900	2,436,501
Right of Way Capital	886,834	1,032,518	4,080,100	1,655,000
Postage	108	27	5,000	5,000
Advertising	946	246	10,550	10,000
Public Information Activities	61,655	153,905	286,000	238,000
Contributions/Subsidies	(11,400)	553,469	163,894	-
<b>Total Expenditures</b>	<b>36,683,762</b>	<b>29,266,768</b>	<b>87,159,259</b>	<b>67,799,585</b>
<b>Funding Sources</b>				
Public Utilities Commission				2,180,000
MSI Valley Fund-Fwy Interchange				11,470,571
Local Projects Fund				10,190,140
Valley Fwy Interchange Bond Fund				43,958,874
<b>Total Funding Sources</b>				<b>67,799,585</b>

## Project Delivery Interchange Projects Valley Subarea



Project/Phases		Fiscal Year													
		2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2030/31	2031/32				
1	State Route 210 Waterman Avenue Interchange	PA/ED		PS&E			ROW		Cons		Landscape		Closeout		
2	Interstate 10 Cedar Avenue Interchange	ROW					Cons					Landscape		Closeout	

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Interchange Projects  
Valley Subarea**

<b>Master Schedule</b>										
Project/Phases	Fiscal Year									
	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2030/31	2031/32
3 State Route 210 Base Line Interchange	Yellow, Red, Green	Yellow	Yellow		Green	Purple				
4 State Route 60 Central Avenue Interchange	Yellow, Red, Green	Yellow	Yellow		Green	Purple	Purple			
5 Interstate 10 Wildwood Interchange	Light Green	Light Green		Blue	Blue	Blue	Yellow	Yellow	Red	Red
6 Interstate 215 University Parkway Interchange	Blue	Blue	Yellow	Yellow	Yellow	Red	Red	Purple		
7 Interstate 10 Alabama Street Interchange	Green	Green	Green	Green	Green	Purple	Purple			
8 Interstate 10 Mount Vernon Avenue Interchange	Blue	Blue	Yellow	Yellow	Yellow	Red	Red	Green	Green	Purple
9 Interstate 215 Palm Avenue Interchange				Light Green	Light Green	Light Green	Blue	Blue		
10 State Route 210 Del Rosa Avenue Interchange				Light Green	Light Green	Blue	Blue	Yellow	Yellow	Red

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Interchange Projects  
Valley Subarea**

**1 Project State Route 210 Waterman Avenue Interchange (0814)**

**Description**

Reconstruct westbound on ramp and ramp intersections as part of improvements to the existing interchange to relieve existing congestion and accommodate future traffic. Current Phase: Landscape and Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$9,810,000	\$8,601,270	\$810,576	\$398,154

**Contract Information**

- a. Existing Contracts
- i. 24-1003027, Construction Contract, Amount Budgeted \$778,576.
  - ii. 22-1002705, Construction Management Services, Amount Budgeted \$30,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$149,161.

**2 Project Interstate 10 Cedar Avenue Interchange (0897)**

**Description**

Reconstruct interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Right-of-Way, Construction, and Landscape.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$132,812,000	\$77,284,615	\$27,744,998	\$27,782,387

\*An additional \$7.75 million is not going through SBCTA books and is not included in Costs to Date.

**Contract Information**

- a. Existing Contracts
- i. 20-1002342, Construction Management Services, Amount Budgeted \$2,600,000.
  - ii. 22-1002784, Construction Capital, Amount Budgeted \$22,924,998.
  - iii. 22-1002804, Railroad Right-of-Way Capital and Construction Support Services, Amount Budgeted \$180,000.
  - iv. 24-1003121, Construction Legal Support Services, Amount Budgeted \$57,000.
  - v. 21-1002501, Utility Agreement, Amount Budgeted \$150,000.
  - vi. 21-1002512, Utility Agreement, Amount Budgeted \$500,000.
  - vii. 22-1002728, Utility Agreement, Amount Budgeted \$250,000.
  - viii. 22-1002759, Utility Agreement, Amount Budgeted \$380,000.

**Local Funding Source Detail**

- i. San Bernardino County - \$7,185,499.

**Project Delivery  
Interchange Projects  
Valley Subarea**

**3 Project State Route 210 Base Line Interchange (0803)**

**Description**

Improve the interchange to relieve existing congestion and accommodate future traffic demands. Current Phase: Landscape.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$30,231,389	\$29,434,427	\$214,000	\$582,962

**Contract Information**

- a. Existing Contracts
  - i. 22-1002663, Construction Management Services EEP, Amount Budgeted \$60,000.
  - ii. 23-1002917, EEP, Amount Budgeted \$100,000.

**Local Funding Source Detail**

- i. City of Highland - \$89,666.

**4 Project State Route 60 Central Avenue Interchange (0893)**

**Description**

Reconstruct the interchange and widen SR 60 Central Avenue Bridge in the City of Chino to relieve existing congestion and accommodate future traffic demands. Current Phase: Landscape.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$37,737,414	\$35,582,799	\$253,510	\$1,901,105

**Contract Information**

- a. Existing Contracts
  - i. 24-1003176, EEP, Amount Budgeted \$180,000.
  - ii. 22-1002707, Construction Management Services EEP, Amount Budgeted \$52,960.

**Local Funding Source Detail**

- i. City of Chino - \$151,140.

**5 Project Interstate 10 Wildwood Interchange (0808)**

**Description**

This project is led by the City of Yucaipa and entails construction of a new interchange in phases to relieve existing congestion and accommodate future traffic. Current Phase: Environmental.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$115,281,000	\$1,605,301	\$20,000	\$8,335,699

\*An additional \$105.3 million is not going through SBCTA books and is not included in Cost to Date. The Project is part of the interchange phasing program with a maximum MSI contribution of \$5 million with the required DIF match.

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**Project Delivery  
Interchange Projects  
Valley Subarea**

**6 Project Interstate 215 University Parkway Interchange (0853)**

**Description**

Reconstruct the existing interchange with a Diverging Diamond Interchange configuration to improve local traffic operations and freeway access for the City of San Bernardino. Current Phase: Right-of-Way, Landscape, and Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$25,817,000	\$23,093,936	\$320,000	\$2,403,064

**Contract Information**

- a. Existing Contracts
  - i. 22-1002705, Construction Management Services, Amount Budgeted \$30,000.
  - ii. 23-1002955, Construction Contract, Amount Budgeted \$250,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$70,270.

**7 Project Interstate 10 Alabama Street Interchange (0895)**

**Description**

Reconstruct the existing interchange to relieve existing congestion and accommodate future traffic in the City of Redlands. Current Phase: Landscape.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$13,566,923	\$13,134,718	\$74,000	\$358,205

**Contract Information**

- a. Existing Contract
  - i. 22-1002707, CTO 9, EEP Construction Management Services, Amount Budgeted \$20,000.
  - ii. 24-1003059, EEP Capital, Amount Budgeted \$50,000.

**Local Funding Source Detail**

- i. City of Redlands - \$38,360.

Project Delivery  
Interchange Projects  
Valley Subarea

8 Project Interstate 10 Mount Vernon Avenue Interchange (0898)

Description

Reconstruct the bridge and improve local intersection to relieve existing congestion and to meet future traffic demands in the City of Colton. Current Phase: Right-of-Way and Construction.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$89,233,000	\$25,640,996	\$ 36,662,501	\$26,929,503

Contract Information

- a. Existing Contracts
  - i. 18-1001869, Preliminary Design, Environmental Services, and Final Design Services, Amount Budgeted \$175,000.
  - ii. 23-1002845, Construction Management Services, Amount Budgeted \$2,750,000.
  - iii. 24-1003149, Utility Agreement, Amount Budgeted \$540,000.
  - iv. 24-1003148, Utility Agreement, Amount Budgeted \$9,500.
  - v. 24-1003150, Utility Agreement, Amount Budgeted \$500,000.
  - vi. 24-1003154, Utility Agreement, Amount Budgeted \$42,800.
  - vii. 24-1003141, Construction Capital, Amount Budgeted \$30,000,000.

Local Funding Source Detail

- i. City of Colton - \$1,852,244.

9 Project Interstate 215 Palm Avenue Interchange (0865)

Description

The project will reconstruct the existing interchange at Interstate 215 and Palm Avenue to address existing traffic congestion and to improve freeway access for the area. The Total Estimated Cost is only for environmental and final design costs. Current Phase: Environmental.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$7,300,000	\$0	\$1,050,000	\$6,250,000

Contract Information

- a. New Contracts
  - i. RFP, Environmental and Engineering Services, Amount Budgeted \$1,000,000, Total Estimated Contract Amount \$2,800,000.

Local Funding Source Detail

- i. City of San Bernardino - \$407,000.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Interchange Projects  
Valley Subarea**

**10 Project State Route 210 Del Rosa Avenue Interchange (0864)**

**Description**

The project will reconstruct the existing interchange at State Route 210 and Del Rosa Avenue to address existing traffic congestion and to improve freeway access for the area. Current Phase: Environmental.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$40,360,000	\$0	\$650,000	\$39,710,000

**Contract Information**

- a. New Contracts
  - i. RFP, Environmental and Engineering Services, Amount Budgeted \$600,000, Total Estimated Contract Amount \$1,900,000.

**Local Funding Source Detail**

- i. City of San Bernardino - \$246,800.

**Project Delivery**

**Task** 0840 Grade Separation Projects

**Purpose**

The Grade Separation Projects Program includes the development and construction of railroad grade separation projects that improve mobility, reduce traffic congestion, and improve safety. Safety benefits include both eliminating the risk associated with vehicles crossing the railroad tracks and improved response time for emergency responders.

**Accomplishments**

Measure I revenue supplemented by Trade Corridor Improvement Funds (TCIF) provided an opportunity to deliver several much-needed grade separation projects. The Hunts Lane, Palm Avenue, North Milliken Avenue, Lenwood Road, Glen Helen Parkway Phase 1 and 2, South Milliken Avenue, Vineyard Avenue, Laurel Avenue, and Monte Vista grade separations are completed.

There are currently no Grade Separation projects budgeted. This task is presented for consistency and potential future projects.

**Manager**

Kristi Harris, Director of Project Delivery and Express Lanes

	2023/2024	2024/2025	2025/2026	2026/2027
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Professional Services	6,712	20,609	-	-
Program Management Fees	1,622	15,489	24,000	-
Legal Fees	249,086	399,018	163,000	-
Construction Capital	-	-	3,311,000	-
Postage	-	-	30,000	-
Total Expenditures	257,420	435,116	3,528,000	-
 <b>Funding Sources</b>				
MSI Valley Fund-Grade Separations				-
Local Projects Fund				-
Total Funding Sources				-

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery

**Task** 0860 Arterial Projects

### Purpose

Enhance circulation, safety, and flow of traffic on arterial streets.

### Accomplishments

Construction of all four tiers of the Valley Signal Coordination Program has been completed and re-timing of many of the corridors has been completed. While the operation and maintenance of the systems have been turned over to the local agencies, SBCTA continues to provide on-call specialized traffic signal coordination services through a consultant contract to assist the local agencies in operating and maintaining the systems. Phase 2 of the Metrolink Active Transportation Program (ATP) Improvements Project was completed in March 2025. Construction of the Mount Vernon Viaduct was completed for beneficial use in August 2025. SBCTA partnered with San Bernardino County on a Trade Corridor Enhancement Program (TCEP) grant application for the Baker Boulevard bridge replacement and a zero emission truck charging station in the community of Baker, which was awarded in June 2025. SBCTA will be responsible for coordinating with the vendor on the installation of the truck charging station. SBCTA awarded a consultant contract to begin the environmental phase of the SR 62 Widening from Sage Avenue to Airway Avenue project in the Town of Yucca Valley in August 2025.

Budgetary changes are largely due to the completion of the construction of the Mount Vernon Viaduct.

### Contract Information – Arterial Projects Program\*

- a. Existing Contracts
  - i. 20-1002357, Program Management Services, Amount Budgeted \$49,000.\*
  - ii. 21-1002555, Legal Services, Amount Budgeted \$18,000.\*
- b. New Contracts
  - i. 26-1003376, Program Management, Amount Budgeted \$16,000, Total Estimated Contract Amount TBD.\*

\* Contracts that are utilized on multiple sub-tasks within the Program.

### Local Funding Source Detail

The local funding source detail is specific to the individual sub-tasks and is included in the sub-tasks narratives.

### Manager

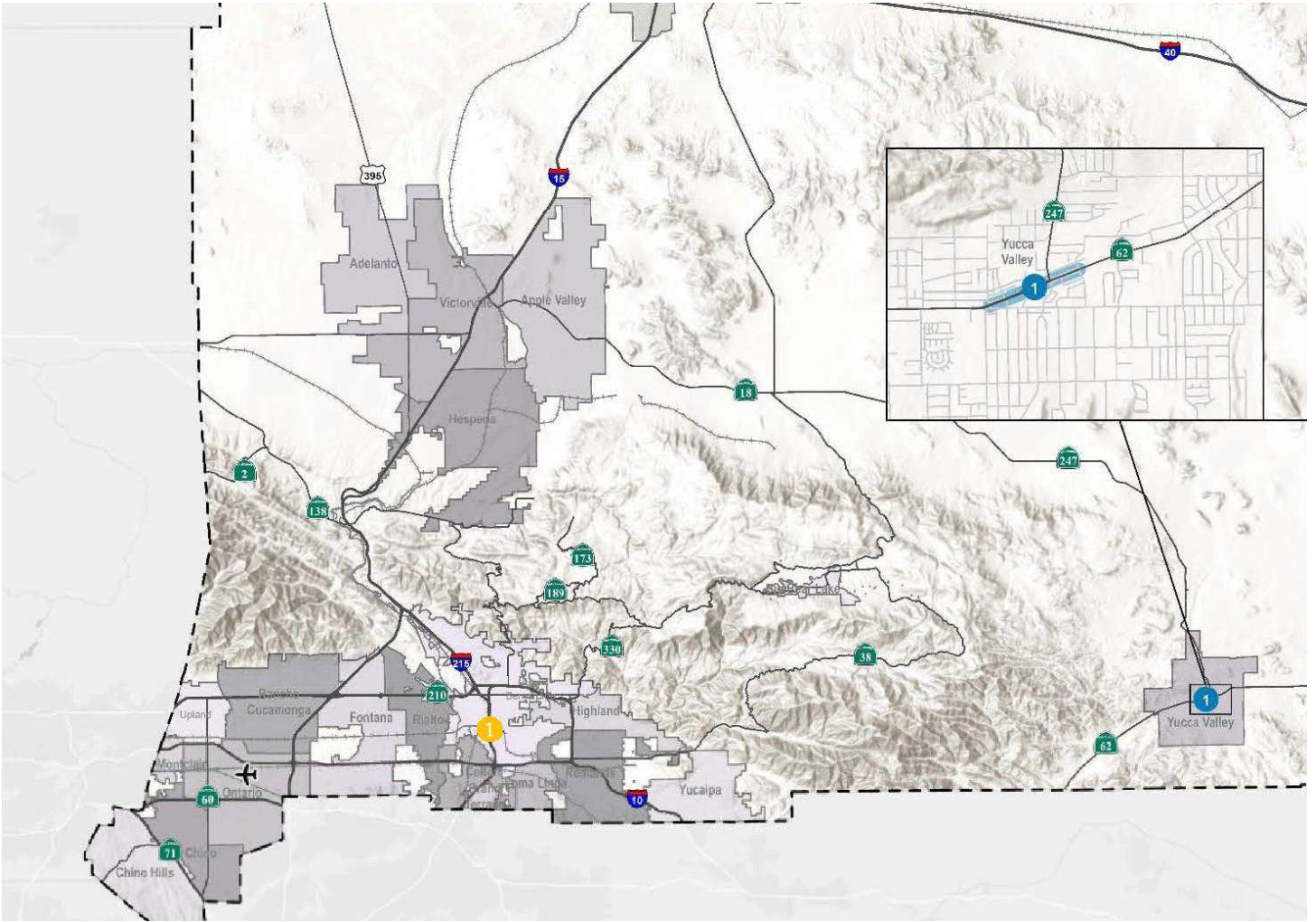
Kristi Harris, Director of Project Delivery and Express Lanes

## Project Delivery

Task 0860 Arterial Projects

	2023/2024	2024/2025	2025/2026	2026/2027
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Regular Full-Time Employees	417	3,531	4,158	-
Fringe Allocation-General	371	2,515	2,611	-
Professional Services	630,453	503,833	1,561,000	902,250
Consulting Services	32,755	-	2,220,038	-
Program Management Fees	332,735	446,172	230,000	115,000
Legal Fees	124,714	70,328	70,437	18,000
Construction Capital	58,389,937	48,664,197	16,902,604	10,200,000
Construction Support	119,815	856,129	108,000	-
Utilities Capital	(188,383)	1,029,912	130,000	-
Right of Way Capital	3,268,503	(44,799)	1,719,981	1,221,279
Postage	9	-	-	-
Advertising	246	-	-	-
Public Information Activities	114,798	118,763	125,000	-
In-kind Contribution	2,500,000	5,000,000	-	-
Commercial Paper Interest	47,282	34,517	-	-
Meeting Expense	106	-	-	-
<b>Total Expenditures</b>	<b>65,373,758</b>	<b>56,685,099</b>	<b>23,073,829</b>	<b>12,456,529</b>
<b>Funding Sources</b>				
Highway Bridge Program				2,845,259
Trade Corridor Enhancement Program				8,000,000
MSI Valley Fund-Arterials				12,168
MSI Valley Fund-Traffic Management System				265,000
MSI North Desert Fund-Major Local Hwy				50,000
MSI Morongo Basin Fund-Traffic Management System				600,000
Local Projects Fund				684,102
<b>Total Funding Sources</b>				<b>12,456,529</b>

## Project Delivery Arterial Projects



		Fiscal Year									
		2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
1	Mount Vernon Avenue Viaduct		PA/ED PS&E ROW Cons Landscape Closeout								
	State Route 62 Widening from Sage Avenue to Airway Avenue										

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery Arterial Projects

### ① Project **Mount Vernon Avenue Viaduct (0827)**

#### Description

Replace bridge on Mount Vernon Avenue Viaduct over the Burlington Northern Santa Fe Railroad (BNSF) Railway tracks and Intermodal Yard in the City of San Bernardino. Current Phase: Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
<b>\$237,950,000</b>	<b>\$226,679,434</b>	<b>\$3,439,279</b>	<b>\$7,831,287</b>

#### Contract Information

- a. Existing Contracts
  - i. 18-1001966, Design-Build Services, Amount Budgeted \$2,000,000.
  - ii. 23-1002971, Construction Management Services, Amount Budgeted \$200,000.

#### Local Funding Source Detail

- i. BNSF - \$576,020.
- ii. City of San Bernardino - \$5,832.

### ② Project **Valley Smart Signal Coordination (0701)**

#### Description

Improve the flow of traffic on the San Bernardino Valley arterial streets by coordinating traffic signals. Current Phase: On-call support services and On-going Smart County initiatives.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
<b>\$21,434,871</b>	<b>\$16,252,010</b>	<b>\$295,000</b>	<b>\$4,887,861</b>

\*Total Estimated Cost includes the incorporation of a five-year monitoring and mitigation plan approved at the January 2017 Board meeting.

#### Contract Information

- a. Existing Contracts
  - i. 22-1002761, San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) On-Call Support CONFIRE CAD-to-CAD Assessment, and Remote Connectivity Analysis, Amount Budgeted \$280,000.

Note: The project consists of 1,200 locations throughout the San Bernardino Valley. This project is not location-specific and covers various jurisdictions. Not included on a map or master schedule.

#### Local Funding Source Detail

- i. San Bernardino County - \$30,000.

**Project Delivery  
Arterial Projects**

③ **Project**      **Metrolink ATP Improvements Phase 2 (0810)**

**Description**

Construct pedestrian and bicycle accessibility improvements to improve access to various Metrolink stations. Current Phase: Close-out.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$10,236,723	\$10,214,473	\$22,250	\$0

**Contract Information**

- a. Existing Contracts
  - i. 20-1002388, Professional Services, Amount Budgeted \$22,250.

Note: This project is not location specific and covers various jurisdictions. Not included on a map or master schedule.

**Local Funding Source Detail**

- i. City of Montclair - \$13,500.
- ii. City of Upland - \$8,750.

④ **Project**      **North First Avenue Bridges over Mojave River & Overflow (0813)**

**Description**

This project, located in the City of Barstow, will replace existing bridges on North First Avenue over the Mojave River and its Overflow. Sub-task budget to provide project management for the City. Current Phase: Design.\*

Total Estimated Cost	Costs to Date*	Proposed Budget	Future Costs
\$89,895,000	\$0	\$50,000	\$87,245,000

\*The city is currently leading the Design phase, and their expenses are not going through SBCTA books and are not included in Costs to Date.

Note: Currently, there is not a cooperative agreement with the City of Barstow. The subtask budget is for potential requests from the city for on-call management support similar to that provided for North First Avenue over BNSF. This subtask is not included on a map or master schedule.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery  
Arterial Projects**

**⑤ Project Zero Emission Truck Charging Station in Baker (0861)**

**Description**

The project includes the installation of six Gen-3 1.25MW Chargers and two Gen-2 1.2MW Chargers, all containing eight MCS dispensers and 10 CSS dispensers capable of charging 32,321 trucks per year. Amenities at the charging station will include bathrooms and security features. Current Phase: Construction.

Total Estimated Cost*	Costs To Date	Proposed Budget	Future Costs
\$15,061,150	\$2,000,000	\$8,000,000	\$500,000

\*Total Estimated Cost reflects WattEV’s match portion of \$4.5 million.

**Contract Information**

- a. Existing Contract
  - i. 26-1003380, Zero Emission Truck Charging Station in Baker, Amount Budgeted \$8,000,000, Total Estimated Contract Amount \$10,542,805.

Note: The project consists of an installation of the WattEV zero emission truck charging station in Baker with WattEV operating and maintaining the facility for five years. Not included on a map or master schedule.

**① Project State Route 62 Widening from Sage Avenue to Airway Avenue (0860)**

**Description**

Add one channelization lane in each direction on SR 62 from Sage Avenue to Airway Avenue, in the Town of Yucca Valley, to improve operational efficiency and address congestion. Current Phase: Environmental.

Total Estimated Cost	Costs to Date	Proposed Budget	Future Costs
\$41,700,000	\$28,302	\$650,000	\$41,021,698

**Contracts Information**

- a. Existing Contracts
  - i. 25-1002357, Preliminary Design and Environmental Services, Amount Budgeted \$600,000.

**Local Funding Source Detail**

- i. Town of Yucca Valley \$50,000.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery**

**Task 0870 Active Transportation Program Projects**

**Purpose**

The Active Transportation Program Projects Program is intended to increase the use of active modes of transportation by achieving the following goals: Increase the proportion of trips accomplished by biking and walking; Increase safety and mobility for non-motorized users; Advance active transportation efforts to achieve Greenhouse Gas reduction goals; Enhance public health; Ensure disadvantaged communities fully share in the benefits of the program; and Provide a broad spectrum of projects to benefit many types of active transportation users.

**Accomplishments**

Orange Street has a high number of bicycle users and has several bicycle/pedestrian accidents including one pedestrian fatality. The Highland/Redlands Regional Gap Connector Project proposes to close a gap along Orange Street connecting bicycle lanes in the cities of Redlands and Highland by constructing a separate bicycle lane along Orange Street, including two wood truss bridges over Plunge Creek and an un-named creek. Providing a separate bicycle lane will enhance safety for motorized and non-motorized vehicles and pedestrians. The project would achieve the accomplishment of constructing bicycle lanes along Orange Street from Domestic Avenue to Greenspot Road, a length of approximately 1.6 miles, connecting existing bicycle lanes in the cities of Redlands and Highland. It is anticipated that the project will be ready to list in June 2026 with construction beginning in late 2026.

**Manager**

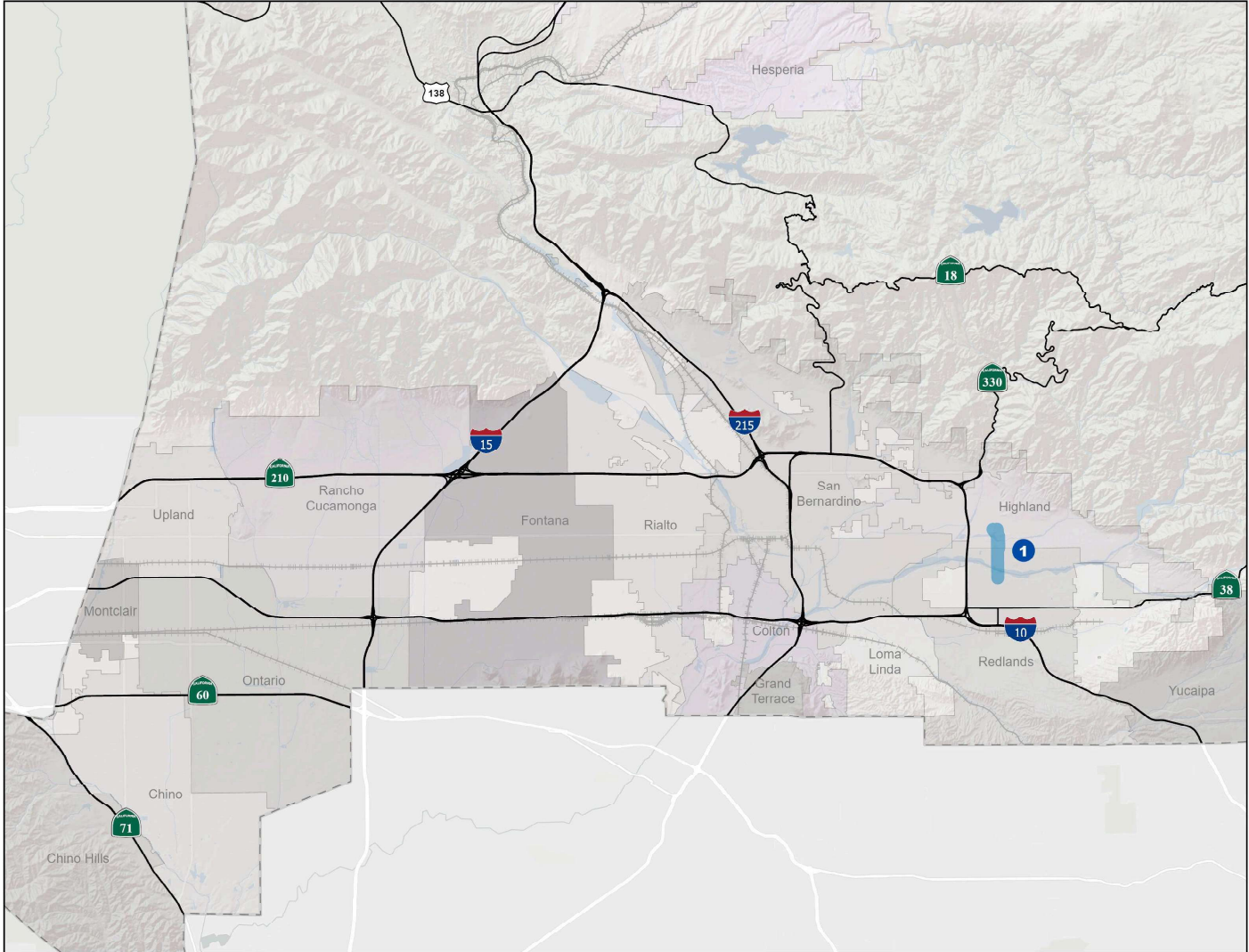
Kristi Harris, Director of Project Delivery and Express Lanes

	2023/2024	2024/2025	2025/2026	2026/2027
<b>Expenditures</b>	<b>Actual</b>	<b>Actual</b>	<b>Revised Budget</b>	<b>Budget</b>
Professional Services	-	-	9,000,000	90,000
Construction Capital	-	-	-	7,110,000
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>9,000,000</b>	<b>7,200,000</b>
<b>Funding Sources</b>				
Federal One-time Awards				2,700,000
SCAQMD/Mobile Source Review Committee				2,400,000
MSI Valley Fund-Arterials				1,400,000
Local Projects Fund				700,000
<b>Total Funding Sources</b>				<b>7,200,000</b>

NOTE: New Task created in Fiscal Year 2025/2026 budget. It does not include prior year history.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Project Delivery Active Transportation Program Projects Valley Subarea



Project/Phases		Fiscal Year											
		2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33		
1	Highland/Redlands Regional Gap Connector	PA/ED		PS&E		ROW		Cons		Landscape		Closeout	

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

**Project Delivery**  
**Active Transportation Program Projects**  
**Valley Subarea**

- ① Project Highland/Redlands Regional Gap Connector (8001)

Description

The San Bernardino County Transportation Authority (SBCTA) and the cities of Highland and Redlands jointly plan to improve the non-motorized transportation network by constructing regional bikeways and walkways. The project will be a regional gap connection project, connecting non-motorized facilities in the City of Redlands to the City of Highland. Bicycle and pedestrian improvement will be constructed along 1.65 continuous miles of streets and easements in the cities of Highland and Redlands from Domestic Avenue (Southern California Easement) to Greenspot Road. Work will include pavement widening, curb and gutter, curb access ramps, sidewalks, pavement repairs including slurry seal, Class I, II, and III bikeways/pedestrian paths, bicycle/pedestrian bridges, bike racks, bollards, bike signals, in-road bicycle detection, pedestrian heads, sharrows (shared lane markings), enhanced crosswalks, warning beacons, roadway and bikeway signage, lighting, and speed feedback signs. SBCTA, in cooperation with the cities of Highland and Redlands, will lead the environmental mitigation effort and be responsible for the advertising, award, and administration of the contracts for the construction phase of the project. Current Phase: Construction.

Total Estimated Cost*	Costs to Date	Proposed Budget	Future Costs
\$9,000,000	\$300,000	\$7,200,000	\$1,500,000

\*Construction phase costs only.

Contract Information

- a. Existing Contracts
  - i. 25-1003335, Construction Management, Amount Budgeted \$700,000.
- b. New Contracts
  - i. IFB, Construction Capital, Amount Budgeted \$5,500,000, Total Estimated Contract Amount \$6,000,000.

Local Funding Source Detail

- i. City of Highland - \$340,000.
- ii. City of Redlands - \$360,000.

## Express Lanes Budget

### Description

The Project Delivery and Express Lanes Department is responsible for the development, management, and operation of the San Bernardino (SB) Express Lanes. In addition to operations and maintenance, the department responsibilities include express lanes system design, implementation, violations enforcement, customer service, public education, marketing, outreach, as well as traffic and incident management.

The Project Delivery and Express Lanes Department provides direct oversight to the roadside express lanes Toll Service Provider (TSP) and the back office customer service center and administers contracts with the California Highway Patrol (CHP) for express lanes enforcement, California Department of Transportation (Caltrans) for facility maintenance, and vendors to provide express lanes Freeway Service Patrol (FSP). The department also supports express lanes project development by providing comprehensive input to the express lanes concept of operations, design, contractor procurements, agency agreements, public outreach, express lanes policies, and business rules.

The Finance Department is responsible for the financial accounting of the express lanes activities relating to the Interstate 10 (I-10) and Interstate 15 (I-15) Express Lanes.

### Objectives

The Express Lanes team is responsible for monitoring and reporting on express lanes operations, performance, transactions, and related expenditures and revenues.

1. Operate the I-10 Express Lanes Contract 1 segment based on express lanes policy and business rules approved by the Board and incorporated into the SBCTA Transportation Infrastructure Finance and Innovation Act (TIFIA) agreement financial assumptions. Ensure express lanes revenue is sufficient to support operations, maintenance, and debt services.
2. Maintain the I-10 Express Lanes Contract 1 segment consistent with the guidelines in the I-10 Express Lanes Toll Facility Agreement with Caltrans.
3. Provide effective communication of express lanes operations to the Board, Caltrans, the United States Department of Transportation, the Federal Highway Administration, and bondholders.
4. Maintain financial stability through proactive management that will allow the SB Express Lanes to offer dependable, predictable, and safe travel alternatives in San Bernardino County.
5. Assist in the accounting, budgeting, establishment of policies and procedures, and TIFIA loan reporting/compliance for the I-10 Express Lanes Contract 1.

### Performance/Workload Indicators

	2023/2024 Actual	2024/2025 Actual	2025/2026 Revised Budget	2026/2027 Budget
I-10 Contract 1 Express Lanes Annual Express Lanes Transactions	N/A	8,300,917	11,300,000*	11,800,000
I-10 Contract 1 Express Lanes Annual Express Lanes Revenue	N/A	\$16,019,832	\$20,000,000*	\$21,400,000
I-15 Contract 1 Express Lanes	Express Lanes Collection System Final Design	Express Lanes Collection System Final Design and Implementation	Express Lanes Collection System Implementation	Express Lanes Collection System Implementation
I-10 Contract 2 Express Lanes	Express Lanes Collection System Preliminary Design	Express Lanes Collection System Final Design	Express Lanes Collection System Final Design	Express Lanes Collection System Implementation

**Express Lanes Budget**

**Performance/Workload Indicators**

	2023/2024 Actual	2024/2025 Actual	2025/2026 Revised Budget	2026/2027 Budget
Submit requisition requests to TIFIA to fund the Construction phase of the I-10 Corridor	YES	YES	YES	N/A
Express Lanes Quarterly Report	N/A	YES	YES	YES

\*Updated based on FY 2025/2026 operational data

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

## Express Lanes Operation

**Task** 0750 Express Lanes Operation

### Purpose

Management of Express Lanes Operation

### Accomplishments

Staff is responsible for managing the operations and maintenance of the Interstate 10 (I-10) Contract 1 Express Lanes. SBCTA's Toll Service Provider TransCore, successfully completed the first year of operations and met revenue projections for the express lanes facility. The Transportation Corridor Agencies (TCA) have been providing express lanes customer service, revenue collection, and violation processing services to SBCTA. The SBCTA Finance Department continues to manage the United States Department of Transportation (USDOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) loan covenants. This loan, which was secured to assist in construction of the facility, will be repaid using revenues generated from I-10 Express Lanes operations. Quarterly express lanes operations reports have been provided to the Metro Valley Study Session and the Board. These reports serve as a key tool to evaluate express lanes performance and to communicate operational issues, trends, and outcomes to the Board.

### Work Elements

Ongoing tasks for express lanes operations include:

1. Express lanes daily operations and maintenance.
2. Explore the use of artificial intelligence (AI) technology to improve express lanes operations.
3. California Department of Transportation (Caltrans) express lanes civil maintenance and incident management.
4. California Highway Patrol express lanes enforcement.
5. Express lanes Freeway Service Patrol service.
6. Express lanes public outreach, marketing, education, website and online payment.
7. Effective management of express lanes consultant support and staff.
8. Develop and implement goals, objectives, and policies to support the effective and efficient operation of the express lanes.
9. Oversee work performed by outside agencies and vendors, such as back office/customer service center operations, express lanes collection system, and communication equipment maintenance.
10. Participate in the California Toll Operators Committee (CTOC) and other state or national toll industry organizations that provide for information exchange and strategic policy development.
11. Repay Measure I investment contribution for the capital cost of the I-10 Express Lanes Contract 1 per the TIFIA Loan requirements.
12. Express lanes revenue and expenditures reconciliation.
13. Express lanes asset management.
14. Express lanes traffic operations quarterly report development.
15. Automated Occupancy Detection (AOD) system testing and deployment.

The budgetary increase is primarily driven by higher overall transaction and violation processing costs associated with the growing volume of Express Lanes trips. Additionally, the budget includes funding for the potential deployment of an AOD system, pending the results of the pilot program.

### Product

1. Operation and maintenance of I-10 Express Lanes Contract 1.
2. Revenue collection, accounting, and audit of the I-10 Express Lanes Operations.
3. Recording of TIFIA debt service payments.
4. Express lanes operations quarterly report.

### Contract Information

- a. Existing Contracts
  - i. 17-1001617, Express Lanes Service Provider Operations and Maintenance, Amount Budgeted \$2,460,000.
  - ii. 23-1002854, Administrative Hearing Agreement, Amount Budgeted \$3,000.

## Express Lanes Operation

### Task 0750 Express Lanes Operation

- iii. 22-1002819, Freeway Service Patrol Services, Amount Budgeted \$265,000.
- iv. 18-1001833, Traffic Operations Agreement, Amount Budgeted \$60,000.
- v. 22-1002815, Freeway Maintenance Agreement, Amount Budgeted \$295,000.
- vi. 18-1001854, Back Office Services Agreement, Amount Budgeted \$7,364,000.
- vii. 23-1002944, Consultant Support Services, Amount Budgeted \$1,000,000.
- viii. 23-1002995, Public Outreach Services, Amount Budgeted \$225,000.
- ix. 21-1002555, Legal Services, Amount Budgeted \$10,000.
- x. 26-1003359, I-10 Operation Traffic and Revenue Services, Amount Budgeted \$50,000.
- xi. 23-1002833, Financial and Operations Model, Amount Budgeted \$40,000.
- xii. 21-1002607, Rating Agency Agreement, Amount Budgeted \$33,000.
- xiii. 22-1002704, Rating Agency Agreement, Amount Budgeted \$33,000.
- xiv. 23-1002953, San Bernardino (SB) Express Lanes Walk-In Center Cooperative Agreement, Amount Budgeted \$7,000.
- xv. 23-1002972, California Highway Patrol Express Lanes Enforcement Services, Amount Budgeted \$340,000.
- xvi. 24-1003125, California Highway Patrol Freeway Service Patrol Support Service, Amount Budgeted \$50,000.
- xvii. 24-1003128, Underground Service Alert of Southern California (Dig Alert), Amount Budgeted \$2,500.
- xviii. 23-1002832, CTO 6, Labor Compliance, Amount Budgeted \$10,000.

#### b. New Contracts

- i. RFP, Automated Occupancy Detection System Deployment, Amount Budgeted \$500,000, Total Estimated Contract Amount \$3,000,000.
- ii. RFP, Delineator Procurement, Amount Budgeted \$200,000, Total Estimated Contract Amount \$500,000.
- iii. RFP, On-Call Express Lanes Legal Services Support, Amount Budgeted \$10,000, Total Estimated Contract Amount \$100,000.
- iv. RFP, On-Call Express Lanes Maintenance, Amount Budgeted \$100,000, Total Estimated Contract Amount \$500,000.

#### Manager

Philip Chu, Deputy Director of Express Lanes

## Express Lanes Operation

Task 0750 Express Lanes Operations

Expenditures	2023/2024	2024/2025	2025/2026	2026/2027
	Actual	Actual	Revised Budget	Budget
Regular Full-Time Employees	-	272,534	375,029	469,298
Overtime	-	139	-	-
Fringe Allocation-General	-	194,179	235,481	231,692
Construction Capital	-	-	100,000	-
Professional Services	-	565,984	1,213,000	1,063,000
Consulting Services	369,602	2,935,554	3,181,945	4,146,000
Construction Support	4,125	114,776	250,000	1,000,000
Construction Capital	-	32,046	150,000	-
Legal	-	-	10,000	10,000
Marketing/Advertising	-	34,275	200,000	225,000
Rent	-	36,605	42,500	67,000
Utilities	-	40,779	76,600	82,500
Insurance Premiums - Gen Liab	-	120,431	650,000	400,000
TCA - Processing Costs - ETC	-	4,234,647	2,212,000	2,784,000
TCA - Processing Costs - ETC- Violations	-	-	1,280,000	3,120,000
TCA Credit Card Processing Fee - Toll Tr	-	-	360,000	250,000
TCA Credit Card Processing Fee - Violati	-	-	180,000	250,000
TCA Toll Services Cost – All Other Line	-	-	1,168,000	960,000
CHP Patrol Services	-	204,649	420,000	340,000
O&M - CHP - FSP Oversight	-	28,243	80,000	50,000
Freeway Service Patrol	36,003	245,890	222,200	242,500
Express Lane Surface Maintenance	-	111,253	260,000	395,000
Training/Registration	-	2,941	6,000	6,000
Travel - Employee	-	2,561	6,000	6,000
Travel - Mileage Employee	-	1,009	4,000	4,000
Dues/Memberships	-	-	4,000	15,000
Office Supplies	-	140	10,000	10,000
Meeting Expense	-	1,257	-	-
Printing	-	-	500	500
Postage/Mailing	-	7	500	500
Depreciation Exp - Infrastructure	1,892	3,168,148	-	-
Financing Fee (TIFIA Annual) - Debt Fee	-	2,700	22,700	10,000
Interest Expense on TIFIA Loan	4,479,938	5,044,899	5,182,000	5,294,577
<b>Total Expenditures</b>	<b>4,891,561</b>	<b>17,395,650</b>	<b>17,902,455</b>	<b>21,432,567</b>
<b>Funding Sources</b>				
I-10 Express Lanes Contract 1				19,352,567
I-15 Express Lanes Contract 1				2,080,000
<b>Total Funding Sources</b>				<b>21,432,567</b>

Note: Toll operation on the Interstate 10 Express Lanes Contract 1 began in August 2024.

Attachment: MVSS Task Review [Revision 1] (12242 : Metro Valley Study Session Review of Task and General Overview by Region)

# Metro Valley Study Session Fiscal Year 2026/2027 Budget Overview



**cta**

San Bernardino County  
Transportation Authority

**cog**

San Bernardino  
Council of Governments

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## General Government

### Board of Directors / Executive Administration

- Maintain project delivery focus
- Nurture external relationships
- Manage records retention/destruction in accordance with policy

### General Counsel

- Monitor Federal and State legislation related to SBCTA/SBCOG activities
- Assist with establishment of Regional Housing Trust Joint Powers Authority
- Continue supporting staff in effecting Brightline West transactions
- Review and update contracts, procurements, and templates



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Attachment: MVSS FY 26-27 Budget Overview PP - 2 slides - PDF (12242 : Metro Valley Study Session Review of Task and General Overview by

## General Government

### Financial Management

- Comply with Government Finance Officers Association requirements for:
  - Annual Comprehensive Financial Report
  - Annual Budget
- Work with key staff to implement a new Enterprise Resource Planning System

### Procurement

- Business to Business Expo
- Plan and facilitate the annual insurance underwriter forums to increase knowledge and comfort with SBCTA.



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## General Government

### Management Services / Human Resources

- Strengthen cybersecurity practices and user awareness
- Conduct recruitment to keep SBCTA fully staffed
- Update and standardize key personnel policies and procedures

### Legislative and Public Affairs

- Represent the interests of SBCTA and SBCOG as new policy, regulatory, and/or funding proposals are considered
- Foster relationships with state and federal representatives, agencies, and staff
- Continue to build awareness of SBCTA programs and services and enhance SBCTA image, including continuance of the Measure I education campaign



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# Planning & Regional Programs

## Regional Level

- Work with SCAG on the development of the 2028 RTP/SCS –
  - Socioeconomic Data (SED)
  - Growth and SBTAM model outreach
- Work with State/Regional agencies on critical projects and programs
  - Monitor Guidelines on the implementation of legislation and grants
  - Put strong project grant applications for funding
  - Manage grant-funded projects and programs
- Continue to inform member jurisdictions on funding programs, infrastructure projects, Measure I programs, and freight initiatives



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# Planning & Regional Programs

## County level

- Implement VMT mitigation bank pilot
- Submit SR-18 Corridor Freight Safety and I-15 Cajon Truck Climbing Lane projects for SB 1 Cycle 5 grant applications
- Complete Cajon Pass/SR-247/62 emergency bypass and local emergency evacuation/resiliency project with CHP/Caltrans/locals
- Assist local agencies with Active Transportation Program grants
- Transportation modeling and GIS support agency-wide
- Continue sustainability initiatives: Clean Trucks Program, MSRC Grant Program, and REAP 2.0 Programs



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## Planning & Regional Programs

### Commuter and Motorist Assistance

- Continue FSP program to increase mobility
  - Procure and award FSP contracts as they expire
  - Monitor emerging technology in FSP operations
- SoCal 511
  - Reduce traffic congestion
  - Provide the public with alternate transportation information
- New Remote Connectivity Project
  - Research emerging technology in providing coverage for remote locations throughout the County



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## Council of Governments

- Implement the SBCOG 5 Year Work Plan,
  - Homelessness Strategic Plan
  - Street Vendor Toolkit
  - Small Business Partnership and Program Implementation
  - Advocacy in support of SBCOG & member jurisdictions interests
  - Emergency Resiliency Center Design Project
- Administer the San Bernardino Regional Housing Trust
- Facilitate the implementation of the Smart County Master Plan
- Implement SBCTA/SBCOG Grant Program and Framework
- Continue I-REN Business Plan Activities
- Support local jurisdictions in projects supported by REAP 2.0 Funding



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## Fund Administration

- Prepare annual state/local funding apportionment recommendations
- Submit projects to CalSTA for allocation of the remainder of Senate Bill 125 funds
- Complete the 2026 update to the 10-Year Delivery Plan, including updating the bonding strategy
- Support Measure I Arterial Sub-program Capital Projects Needs Analyses (CPNA) and Local Streets Program Capital Improvement Plan processes
- Complete Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators



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## Fund Administration

### New Revenue for Valley Projects

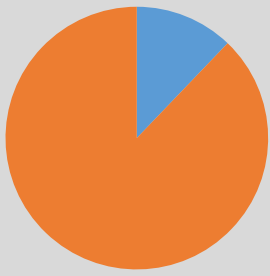
- Measure I Local Streets – \$42M (2.2%)
- Measure I Arterials – \$35.7M estimated (2.2%)
- Local Transportation Fund – \$113M (4.2%)
- State Transit Assistance Fund – \$19M (-23.1%)<sup>1</sup>
- Low Carbon Transit Operations Program – \$2.7M (-31.1%)
- SB 1 State of Good Repair – \$3.2M (+3.2%)

<sup>1</sup> Lower than previous year due to less unapportioned/unallocated carryover funds




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<p><b>Freeway Program</b>  <b>94% committed</b>  <b>\$105M remains</b></p>	<p>85%  Valley revenue  committed</p> 	<p><b>Interchange Program</b>  <b>68% committed</b>  <b>\$220M remains</b></p>
<p><b>Cajon Pass Program</b>  <b>69% committed</b>  <b>\$68M remains</b></p>		<p><b>Rail Program</b>  <b>93% committed</b>  <b>\$33M remains</b></p>
<p><b>Bus Rapid Transit Program</b>  <b>63% committed</b>  <b>\$102M remains</b></p>		<p><b>Grade Separation Program</b>  <b>65% committed</b>  <b>\$76M remains</b></p>

(All values based on 2025 10-Year Delivery Plan)


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**ZEMU Launch**

# Transit & Rail




West Valley Connector
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## Transit & Rail

- Complete construction of the ZEMU related infrastructure
- Continue construction of the West Valley Connector
- Continue with final design for the Metrolink Rancho Double Track Project
- Coordinate with Brightline West
- Continued support of Metrolink & SB County Transit Operators
- Continue to manage IE Commuter rideshare program
- Manage SBCTA owned rail right-of-way



## Transit & Rail

Project Name	Current Phase	Total Cost (in millions)	Operational/ Complete
Control Point Lilac to Rancho Station Double Track	Final Design	\$89.8	2030
SCORE Rancho Cucamonga Siding	Construction	\$200	2029
West Valley Connector Phase 1	Construction	\$353.9	2027
DMU to ZEMU Vehicle	Fueling Infrastructure Construction	\$65.2	2027
Enhanced Metrolink Service	Environmental/Design	\$150	TBD
Bus Rapid Transit	Environmental	\$3	TBD
ZEMU Vehicle Procurement	Vehicle Procurement	\$62.1	TBD





Interchanges



Arterial Projects



Freeways/Highways

# Major Projects



## Freeway Mainline

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	I-215 Landscape Bi-County & Segment 5	Construction	\$16.6	2028
2	I-15 Corridor Express Lanes (Contract 1)	Construction	\$537.6	2029
3	I-10 Corridor Express Lanes (Contract 1)	Construction, Landscape & Closeout	\$963	2027
4	I-10 Corridor Express Lanes (Contract 2A & 2B)	Construction	\$899.3	2029
5	Cajon Pass Truck Climbing Lane	Environmental	\$109.5	2031
6	SR 18 Widening to US-395	Environmental	\$232	2031
7	US-395 Widening Phase 2	Construction	\$95.4	2028



## Interchanges

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	I-10 / Mount Vernon	ROW & Construction	\$89.2	2028
2	I-215 / University Parkway	Landscape & Closeout	\$26	2026
3	SR 210 / Waterman Interchange	Landscape & Closeout	\$10	2025
4	I-10 / Cedar	Construction	\$132.8	2030
5	I-10 / Wildwood Canyon (City Lead)	Environmental	\$115.3	2031
6	SR 210 / Del Rosa Interchange	Environmental	\$40.4	2031



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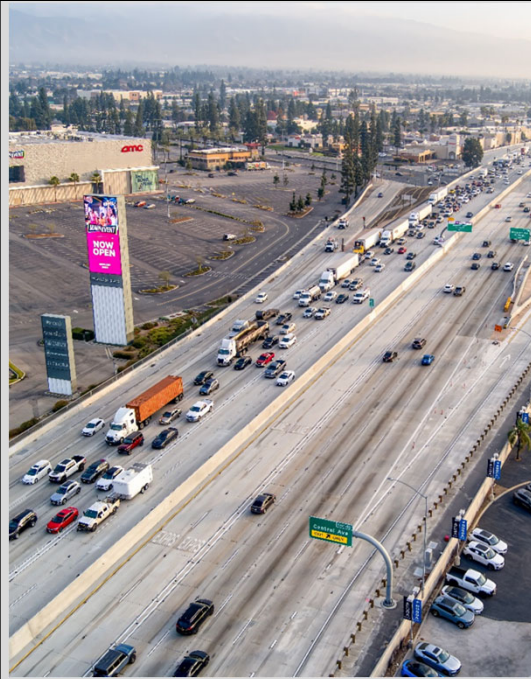
## Arterial/ATP

	Project Name	Current Phase	Total Cost (in millions)	Open to Public
1	SR-62 Widening Sage to Airway	Environmental	\$41.7	2031
2	Redlands/Highland Connector (ATP)	Environmental / Design	\$9	2027



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## Express Lanes

- **I-10 Express Lanes Operation**
  - Toll collections, Customer service, Maintenance, Enforcement and Incident management
  - Pilot: Automatic Occupancy Detection (AOD)
  - Quarterly reporting
- **Express Lanes Toll System Expansion**
  - I-15 Contract 1
  - I-10 Contract 2



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## Debt Service

### Long-term and Short-term Financing

- Freeway Program
- Interchange Program
- Grade Separation Projects
- Metrolink-Rail Program
- Cajon Pass Program
- Victor Valley Major Local Highway Program



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# Metro Valley Study Session Fiscal Year 2026/2027 Budget Overview



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## *Minute Action*

AGENDA ITEM: 4

**Date:** April 16, 2026

**Subject:**

Award Contract 26-1003402 for Express Lanes Tree Mitigation Project on Interstate 15

**Recommendation:**

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

A. Award Contract No. 26-1003402 to David Evans and Associates, Inc., for Final Design and Construction Support for the Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road in the not-to-exceed amount of \$1,671,197.54, for a five-year term ending March 31, 2031, to be funded with Measure I Valley Freeway Projects Program.

B. Approve a contingency budget of \$167,120 for Contract No. 26-1003402, which would be released by the Department Director as necessary in compliance with SBCTA's Contracting and Procurement Policy No. 11000 VIII.B.6, to be funded with Measure I Valley Freeway Projects Program.

**Background:**

On January 7, 2026, the San Bernardino County Transportation Authority (SBCTA) approved the release of Request for Proposals (RFP) No. 26-1003402 for the Express Lanes Tree Mitigation Project (Project). The Project will replace trees removed from the Interstate 10 (I-10) Express Lanes Corridor utilizing the Interstate 15 (I-15) Express Lanes Corridor from Cantu Galleano Road to Duncan Canyon Road. Final Design, Environmental Revalidation, and Construction Support Services are required to complete the Project.

A Project Study Report/Project Development Study (PSR/PDS) was completed for the I-10 Corridor Project in 2014; the Project Approval and Environmental Document (PA/ED) for adding one to two Express Lanes from the Los Angeles/San Bernardino County line to Ford Street in the City of Redlands was approved in May 2017.

As part of the PA/ED, the Environmental Commitments Record (ECR) indicates that a tree replacement ratio of 2:1 will be used to address the large number of tree removals that will occur in the I-10 Express Lanes Corridor.

SBCTA is implementing multiple Express Lanes projects, including:

- I-10 Corridor Freight and Express Lanes Project – Contract 1: Two Express Lanes in each direction from White Avenue to I-15. This project is open to traffic.
- I-10 Corridor Freight and Express Lanes Project – Contract 2: One Express Lane in each direction from I-15 to Pepper Avenue. To expedite project delivery, Contract 2 was divided into two segments: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue. Currently, a construction contract has been awarded for Contract 2A with Contract 2B advertised for construction in late March 2026.

*Entity: San Bernardino County Transportation Authority*

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- I-15 Corridor Freight and Express Lanes Project – Contract 1: One to two Express Lanes in each direction with auxiliary lanes at select locations from Cantu Galleano Road to Baseline Road This project is in construction with an anticipated completion date of August 2028.

The I-10 Corridor Express Lanes Project PA/ED ECR indicated a 2:1 tree replacement ratio for trees removed during construction. The I-10 Express Lanes Corridor Projects, Contracts 1 and 2, will remove more trees than can be replaced within the project limits, so the California Department of Transportation (Caltrans) recommended that SBCTA utilize the I-15 Express Lanes Corridor to accommodate additional tree planting toward the 2:1 replacement ratio.

Final Design Services for the Express Lanes Tree Mitigation project along I-15 will include: Development of Landscape Tree Replacement Concept; Supplemental Project Report; Environmental Revalidation; Plans, Specifications, and Estimates; Utility Coordination; and Construction Support.

RFP No. 26-1003402 was released on January 8, 2026, in accordance with SBCTA's procurement policies and procedures for Architectural and Engineering services. The solicitation was sent electronically to 1,541 consultants registered on PlanetBids and was downloaded by 30 firms. A pre-proposal meeting was held on January 15, 2026, and was attended by eight firms. The "Question and Answer" period was open through January 22, 2026. Addendum No. 1 was issued on January 15, 2026, which included the I-15 Tree Concept Exhibits and Environmental Document – Revalidation Form, and proposers were advised that the Environmental Documents were uploaded to PlanetBids as reference material. Addendum No. 2 was issued on January 22, 2026, and included the Pre-Proposal PowerPoint, Sign-in-Sheets, and responses to questions received.

Two proposals were received by date and time specified in the RFP. The proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets, Reference Checks, the Declaration of Impartiality and Confidentiality form, and Standards of Conduct were also distributed to the Evaluation Committee members. The Evaluation Committee was comprised of two SBCTA staff and one staff member from Caltrans.

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

Based on the technical scores, both firms were invited to be interviewed. Interviews were conducted on February 19, 2026, consisting of a firm presentation and a question-and-answer session. The interview and technical proposal were weighed 60% and 40%, respectively, for a total combined score of 100%.

The Committee considered both proposers qualified to perform the work specified in the RFP. The highest-ranked firm, David Evans and Associates, Inc., is being selected for the following reasons: the firm clearly demonstrated a more thorough understanding of the scope of work, proposed a solid team, and work plan.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in RFP No. 26-1003402 be awarded to David Evans and San Bernardino County Transportation Authority

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Associates, Inc. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Following the Committee’s recommendation for selection, staff negotiated the final cost with the consultant. Staff is recommending that the Board approve Contract No. 26-1003402 for a total not-to-exceed amount of \$1,671,197.54, to be funded with Measure I Valley Freeway Projects Program.

Staff also recommends that the Board approve a 10% contingency budget, to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000, VIII.B.6.

**Financial Impact:**

The Express Lanes Tree Mitigation Project is included in the adopted Budget for Fiscal Year 2025/2026 and will be funded with Measure I Valley Freeway Projects Program funds.

**Reviewed By:**

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

**Responsible Staff:**

Jeffery Hill, Assistant Project Delivery Manager

Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026  
Witnessed By:

**General Contract Information**

Contract No: 26-1003402 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Project Delivery  
 Vendor No.: 00676 Vendor Name: David Evans and Associates, Inc.  
 Description: Express Lanes Tree Mitigation Project on Interstate 15

Dollar Amount					
Original Contract	\$	1,671,197.54	Original Contingency	\$	167,120.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>1,671,197.54</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>167,120.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>1,838,317.54</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/6/2026 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ No Budget Adjustment \_\_\_\_\_  
 Local \_\_\_\_\_ Design \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Payable**

Estimated Start Date: 5/6/2026 Expiration Date: 3/31/2031 Revised Expiration Date: \_\_\_\_\_

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

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL: 4110	40	0815	0816	52001	41100000		MSI Valley Freeway Projects	1,671,197.54	167,120.00
GL:								1,671,197.54	167,120.00
GL:								-	-
GL:								-	-
GL:								-	-
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Sub-					Total Contract Funding:	Sub-					Total Contract Funding:
Fund	Prog	Task	Task	Revenue		Fund	Prog	Task	Task	Revenue	
GL:						GL:					

David Tan \_\_\_\_\_ Kristi Harris \_\_\_\_\_  
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS26-1003402 (12259 : Award Contract 26-1003402 for Express Lanes Tree Mitigation Project on I-15)

**CONTRACT NO. 26-1003402****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****DAVID EVANS AND ASSOCIATES, INC.****FOR****EXPRESS LANES TREE MITIGATION DESIGN SERVICES**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and David Evans and Associates, Inc. (“CONSULTANT”) whose address is 4141 E. Inland Empire Blvd, Suite 250, Ontario, CA 91764. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties.”

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

## ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”) in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work," as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is David Tan, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA’s Director of Project Delivery 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 effect through March 31, 2031 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

## ARTICLE 3. COMPENSATION

- 3.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’s cost proposal unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA’s approved overhead rate set forth in the Cost Proposal. In the event that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded unless authorized by written amendment.

Commencing on April 1, 2027, and adjusted annually every subsequent 1<sup>st</sup> of April during the Contract term, the maximum labor rate of the labor rate range for the classifications/titles in Exhibit “B” of this Contract will be adjusted by the percentage change identified in the U.S. Bureau of Labor Statistics’ “Table 5. Employment Cost Index for total compensation, for

- private industry workers, by occupational group and industry”, for the “Occupational group”, “Professional and related” (“ECI series”). The ECI series is not seasonally adjusted and includes any successor index if the ECI series is discontinued. Annual merit increases to billable rates may be requested for each of the employees in the classifications/titles, subject to SBCTA Project Manager approval. At no point shall any employee’s billable rate, which consists of the employee’s actual base rate, approved overhead, and approved fixed fee, exceed the existing maximum labor rate of their classification/title.
- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$75,141.69. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 3.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 3.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due to SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s Work. 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>
- 3.8 Intentionally Omitted
- 3.9 Intentionally Omitted
- 3.10 Intentionally Omitted
- 3.11 Intentionally Omitted

- 3.12 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed One Million, Six Hundred Seventy-One Thousand, One Hundred Ninety-Seven Dollars and Fifty-Four Cents (\$1,671,197.54).
- 3.13 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.14 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 5. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 6. PERMITS AND LICENSES**

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

#### **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

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

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

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

## **ARTICLE 8. RESPONSIBILITY OF CONSULTANT**

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

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

8.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.

8.3.1 SBCTA shall advise CONSULTANT of their responsibility for such modification and resulting costs and will collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed SBCTA's administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.4 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, plans, specifications and estimates, or

similar evidence of attainment of SBCTA's objectives.

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

## **ARTICLE 9. REPORTING AND DELIVERABLES**

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

## **ARTICLE 10. TECHNICAL DIRECTION**

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, 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:

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

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

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

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

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

10.2.1 Increases or decreases the Scope of Work;

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

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

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in

Article 3 herein, or the time required for Contract performance;

- 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 11. CHANGES**

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY**

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

regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

### **ARTICLE 13. CONFLICT OF INTEREST**

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

### **ARTICLE 14. KEY PERSONNEL**

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

<b>Name</b>	<b>Job Classification/Function</b>
Gabriel Rodriguez	Project Manager
Marie Marston	Principal-In-Charge
Todd Holmes	QA/QC Manager

### **ARTICLE 15. REPRESENTATIONS**

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

**ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents, data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 16.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall be maintained as confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA’s legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 16.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA’s Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

**ARTICLE 17. CONSTRUCTION CLAIMS**

Intentionally Omitted.

## ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days' written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA, and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment

for prospective profits or any damages because of such termination.

## **ARTICLE 19. STOP WORK ORDER**

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

## **ARTICLE 20. CLAIMS**

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

## **ARTICLE 21. INSURANCE**

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for alleged negligent acts, 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 alleged negligent acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall renew the policy annually or for a minimum of five (5) years after the Contract completion or secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and, if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$3,000,000 each occurrence and \$3,000,000 aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
  - \$3,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$3,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - 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 additional 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 Railroad Protective Liability. Intentionally Omitted

21.1.8 Cyber Liability Insurance. Intentionally Omitted

21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance

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

- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, the State of California, Transportation Department (Caltrans), and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements outlined in this Article; set forth the deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies which may be redacted at the CONSULTANT's or its insurers' discretion to protect confidential or proprietary information 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 subconsultants 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 express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, and except for Professional Liability insurance, if the deductible or SIR is approved and it is greater than \$50,000 (\$150,000 for professional liability) or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the

CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-consultants' automobile, general liability, or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Non-Limitation of Insurance Requirements. The insurance coverages 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.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, all indemnified parties named in this agreement, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development, and construction of the

Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 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 material change to any insurance coverage required herein that no longer meets the requirements of this agreement which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, except Professional Liability, Automobile Liability, Cyber Liability, and Workers' Compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in the contract.
- 21.2.9 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.
- 21.2.10 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to the obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve

CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with the Contract.

- 21.2.11 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.12 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.13 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds identified in this contract..
- 21.2.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ARTICLE 22. INDEMNITY

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

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

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, the State of California Transportation

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

### **ARTICLE 23. ERRORS AND OMISSIONS**

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from failure to meet the standard care in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of a failure to meet the standard care 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 upon compensation to CONSULTANT in accordance with this Agreement.

### **ARTICLE 25. SUBCONTRACTS**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. INSPECTION OF OPERATIONS**

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

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 28. ATTORNEY'S FEES**

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

## **ARTICLE 29. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 31. PRECEDENCE**

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

- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

## ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by email or fax during regular business hours; (b) the first business day following delivery by fax or email when made outside regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To: David Evans and Associates, Inc.</b>	<b>To: SBCTA</b>
<b>4141 E. Inland Empire Blvd., Suite 250</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Ontario, CA 91764</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Gabriel Rodriguez</b>	<b>Attn: David Tan</b>
<b>Email: gnr@deainc.com</b>	<b>Email: dtan@gosbcta.com</b>
<b>Cc:</b>	<b>Cc: Procurement Manager</b>
<b>Email:</b>	<b>Email: <a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></b>
<b>Phone: (909) 239-6249</b>	<b>Phone: (909) 884-8276</b>

## 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 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 the Contract with due diligence.

## ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, and representatives shall not offer or give to any officer,

official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

#### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 36. CONFIDENTIALITY**

See Article 16

#### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

#### **ARTICLE 38. SAFETY**

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

#### **ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

#### **ARTICLE 40. ASSIGNMENT**

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

#### **ARTICLE 41. AMENDMENTS**

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

## **ARTICLE 42. STATE PREVAILING WAGE RATES**

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

## **ARTICLE 43. CONTINGENT FEE**

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

## **ARTICLE 44. FORCE MAJEURE**

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

## **ARTICLE 45. WARRANTY**

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

## **ARTICLE 46. ENTIRE DOCUMENT**

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous

proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 48. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**ARTICLE 49. EFFECTIVE DATE**

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

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

Attachment: 26-1003402 - PDF (12259 : Award Contract 26-1003402 for Express Lanes Tree Mitigation Project on I-15)

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

**DAVID EVANS AND ASSOCIATES,  
INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gabriel Rodriguez  
Vice President

By: \_\_\_\_\_  
Rick Denison  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julie Jondahl  
Chief Financial Officer

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

DRAFT

Attachment: 26-1003402 - PDF (12259 : Award Contract 26-1003402 for Express Lanes Tree Mitigation Project on I-15)

DRAFT

**EXHIBIT A - SCOPE OF WORK**

## **EXHIBIT A - SCOPE OF WORK**

### **26-1003402**

The scope of work, in general, shall include the development of a Supplemental Project Report (SPR); Environmental Revalidation (ER); Plans, Specifications and Estimate (PS&E); and Construction Support for the Express Lanes Tree Mitigation Project (“Project”) on Interstate 15 (I-15) from Cantu Galleano Road to Duncan Canyon Road.

San Bernardino County Sales Tax Measure I Funds will be used to fund the required professional services for the project and construction. The project will provide mitigation of the trees removed along the I-10 Corridor Express Lanes and enhance the visual characteristics of the Express Lane Corridor.

Preliminary landscape/engineering services as part of the preparation of the SPR are anticipated to include preliminary landscape concepts, exhibits and display boards, and preparation of various engineering/environmental documents.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

PS&E services include utility coordination, right-of-way (ROW) and design support during construction.

#### **I. APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current SBCTA, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

#### **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the SPR, ER, and PS&E.
- C. The deliverables list for the SPR, ER and PS&E will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.

- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- J. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- K. The final engineering or landscape technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered engineer or landscape architect most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. There will be two meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one peer review and two Caltrans reviews for each major deliverable.
- D. An Environmental Revalidation will be prepared utilizing environmental and engineering support reports from the I-15 Express Lane Project (EA 08-0R800).
- E. The recent I-15 Express Lane plans and digital Microstation files including topographic base mapping, right-of-way, geometrics, contour grading, utilities, and drainage shall be made available to the CONSULTANT for use in development of landscape architecture and other supporting engineering plans.
- F. Assume planting of approximately 4,500 trees and irrigation system.

- G. Assume all irrigation controllers will be owned and maintained by Caltrans. No irrigation controllers will be within City or County jurisdiction.
- H. Utilize Caltrans' Conceptual Tree Plan as a base for design.
- I. No locations will extend outside of the approved Area of Potential Effects (APE) for the I-15 project.
- J. Cultural resources work will be limited to conducting a records search and documenting the findings in the Environmental Re-Validation. It is assumed that no cultural resources will be identified that have to be addressed and no cultural resources field work or documentation will be required.

## **Task 100 Project Management**

### **SCOPE OF SERVICES**

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the cost proposal and schedule.

### **TASK 100 - PROJECT MANAGEMENT**

#### **100.10 Project Management**

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

*Deliverables:*

- *Monthly Progress Reports*

#### **100.10-1 Coordination and Meetings**

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

*Deliverables:*

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

#### **100.10-2 Administration**

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

*Deliverables:*

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

## **TASK 160 – PRELIMINARY ENGINEERING STUDIES & SUPPLEMENTAL PROJECT REPORT**

### **Task 160.05 Review Updated Project Information**

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

*Deliverables:*

- *Project Records Files*

### **Task 160.10 Engineering Studies**

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

#### **Task 160.10.25 Storm Water Data Report**

CONSULTANT shall perform studies to analyze on-site and off-site storm water flows for the project. CONSULTANT shall identify requirements for storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

*Deliverables:*

- *Storm Water Data Report*

#### Task 160.10.30 Highway Planting Design Concepts

CONSULTANT shall prepare highway tree planting concepts for the I-15 Mainline within the project limits. The highway planting concepts shall include the following interchanges:

- Cantu-Galleano Ranch Road
- I-15 / SR-60
- I-15 / I-10
- 4<sup>th</sup> Street
- Foothill Blvd.
- Baseline Ave
- I-15 / SR-210
- Beech/Summit Ave
- Duncan Canyon Road

The concept will utilize topographic and right-of-way base mapping provided by SBCTA. The concept will be based on vision documents previously prepared by Caltrans and shall also include a design charrette to be held with SBCTA, Caltrans, and stakeholders based on the hours budgeted.

*Deliverables:*

- *Highway Planting Design Concept and Design Charrette*

#### Task 160.10.40 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the project. This task shall include the results of utility record searches and cost for any potential relocations. Results of this assessment will be used as basis for estimating ROW costs.

*Deliverables:*

- *ROW Data Sheets*

#### Task 160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall review utility as-built plans and perform utility record searches. Results of this assessment will support estimating ROW costs.

*Deliverables:*

- *Utility Research and Costs*

#### Task 160.10.80 Geotechnical Information

CONSULTANT shall review geotechnical information prepared as part of the I-15 Express Lanes project and provide recommendations appropriate for the landscape architecture scope of work.

This task does not include any field work.

*Deliverables:*

- *Review of existing geotechnical information*

#### Task 160.10.95 Preliminary Transportation Management Plan

CONSULTANT shall prepare a preliminary transportation management plan in support of the Supplemental Project Report.

*Deliverables:*

- *Preliminary Transportation Management Plan*

#### Task 160.15 Supplemental Project Report

CONSULTANT shall prepare a Supplemental Project Report following the Caltrans format. The Supplemental Project Report shall be prepared by or under the supervision of a registered landscape architect in the State of California. The consideration of non-standard features shall be closely coordinated with the SBCTA Project Manager to confirm acceptability by the SBCTA.

*Deliverables:*

- *Draft Supplemental Project Report*

#### Task 160.45 Base Maps and Plan Sheets for SPR and ER Development

CONSULTANT shall prepare base maps for highway planting for the SPR and ER phase. These plan sheets shall be included in the Supplemental Project Report.

*Deliverables:*

- *Highway Planting Base Sheets*

### **TASK 165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

#### **Task 165.10 General Environmental Studies**

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work. CONSULTANT shall work with Caltrans and SBCTA to determine appropriate level of documentation for the various tasks listed below.

#### Task 160.10.20 Visual Impact Analysis

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis memo which will be referenced in the environmental document. No visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

*Deliverables:*

- *Visual Impact Analysis Report*

#### Task 160.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary, consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

*Deliverables:*

- *Paleontological Identification Report*

#### Task 160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report. CONSULTANT shall perform an aerially deposited lead evaluation with Caltrans during the development of the project ISA.

*Deliverables:*

- *Initial Site Assessment Report*

#### Task 160.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

- Western Riverside Multiple Species Habitat Conservation Plan Consistency Report Addendum Jurisdictional Delineation Verification
- Jurisdictional Delineation Verification

For DSF the cost estimate includes the habitat assessment and a placeholder cost of \$50,000 for focused DSF surveys. This amount will be revisited following the completion of the habitat assessment to confirm if the budget included is sufficient or if it needs to be adjusted up or down to provide the actual survey effort that is needed.

#### Task 2.160.15.20 Supplemental Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. This task shall include a literature search, interagency coordination with the appropriate agencies, field studies, and preparation of a Supplemental Natural Environment Study (SNES) report. Biological studies shall address natural communities and habitat, plant and animal species, and federally and state listed species. If necessary, CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

*Deliverables:*

- *Natural Environment Study Report*

### **TASK 170 – PERMITS & AGREEMENTS**

#### Task 170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

At this time, CONSULTANT does not anticipate obtaining any permits and agreements based on the scope of work and therefore, this task is excluded.

### **TASK 185 – PREPARE BASE MAPS AND PLAN SHEETS**

#### Task 185.15 Preliminary Design

CONSULTANT shall prepare preliminary plan set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the preliminary plan set shall include the preparation of the following sheets:

- |                                   |             |
|-----------------------------------|-------------|
| - Title Sheet                     | - 1 sheet   |
| - Key Map                         | - 2 sheets  |
| - Roadside Clearing (if required) | - 25 sheets |
| - Landscape Layout and Planting   | - 50 sheets |

*Deliverables:*

- *Preliminary Plan Sheets*

#### Task 185.25.15 Right Of Way Requirements (If required)

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements.

*Deliverables:*

- *ROW Requirements Map*

#### Task 185.25.30 Utility Conflicts Map (If required)

CONSULTANT shall perform the work necessary to determine potential utility conflicts and consultation with affected agencies.

#### *Deliverables:*

- *Utility Conflicts Map*

### **TASK 230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

CONSULTANT shall prepare the CEM 1302 “Construction Work Zone Positive Protection Determination” form.

#### Task 230.05 Draft Roadway Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- |  |             |
|--|-------------|
| - Title Sheet  | - 1 sheet   |
| - Key Map and Survey Control Map                             | - 6 sheets  |
| - Temporary Water Pollution Control, Details, and Quantities | - 15 sheets |
| - Utility Plans  | - 50 sheets |
| - Construction Area Signs & Traffic Handling and Quantities  | - 30 sheets |
| - Erosion Control Plans (if required)                        | - 50 sheets |

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA’s Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

#### *Deliverables:*

- *65% Plans*
- *95% Plans*

#### Task 230.10 Draft Highway Planting Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- |  |             |
|--|-------------|
| - Roadside Clearing (if required)                      | - 25 sheets |
| - Landscape Layout, Planting, Details and Quantities   | - 60 sheets |
| - Irrigations Plans, Schedule, Details, and Quantities | - 60 sheets |

- Water Efficient Landscape Calculation - 4 sheets

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

*Deliverables:*

- 65% Plans
- 95% Plans

Task 230.10.99 Draft Roadside Clearing and Erosion Control Plans (If required)

CONSULTANT shall prepare roadside clearing and erosion control plans for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate.

- Roadside Clearing (30 Sheets)
- Erosion Control Plans (30 Sheets)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

*Deliverables:*

- 65% Plans
- 95% Plans

Task 230.15.15 Draft Electrical Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Electrical (Service, Communication, Details, and Quantities) - 30 sheets

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

*Deliverables:*

- 65% Plans
- 95% Plans

Task 230.20 Transportation Management Plan

CONSULTANT shall prepare a transportation management plan based on the preliminary transportation management plan prepared in the SPR and ER phase.

*Deliverables:*

- *Transportation Management Plan*

Task 230.35 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.

*Deliverables:*

- *Draft Standard Special Provisions*

Task 230.4 Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

*Deliverables:*

- *Draft Quantities and Estimates*

**TASK 255 – PREPARE FINAL PS&E PACKAGE**

Task 255.2 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

*Deliverables:*

- *Final PS&E Package*

Task 225-.4 Resident Engineer's Pending File

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Materials Information Handout
- Construction Staking Package and Control
- Construction Permits (Excluded)
- Project Controls for Construction
- Grid Grades (Excluded)

*Deliverables:*

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

**TASK 260 – PREPARE CONTRACT BID DOCUMENTS**

Task 260.8 Draft Contract Ready

CONSULTANT shall assist the SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with SBCTA requirements. Draft contract shall include the plans, specifications, special

provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

*Deliverables:*

- *Draft Construction Contract Package*

### **TASK 3.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT**

Provide Technical Support to the construction engineering staff including roadway and traffic engineering and landscape architecture. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

DRAFT

**EXHIBIT B**  
**COMPENSATION SUMMARY**

DRAFT

**EXHIBIT "B"**  
**COMPENSATION SUMMARY<sup>1</sup>**

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
David Evans and Associates, Inc.	Prime consultant responsible for project management, irrigation design, erosion control and roadway clearing, utility mapping, traffic handling and staging design, specification writing and cost estimating.	\$ 1,015,112.78
<i>Sub Consultants:</i>		
ICF	Environmental Planning	409,571.65
LIN Consulting	Electrical Design	195,802.19
Monument	Right of Way, Utility Research and Coordination	18,794.87
Group Delta Consultants, Inc.	Hazardous Waste	15,641.18
Helix Environmental	Paleontology	16,274.87
	<b>TOTAL COSTS</b>	<b>\$ 1,671,197.54</b>

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

## *Minute Action*

AGENDA ITEM: 5

***Date:*** April 16, 2026

***Subject:***

Release Request for Proposals No. 26-1003431 for On-Call Environmental Services

***Recommendation:***

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

Authorize the release of Request for Proposals No. 26-1003431 for On-Call Environmental Services in support of the Project Delivery Program.

***Background:***

In October 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded a \$3,000,000, five-year On-Call Environmental Services contract to fulfill the need for professional environmental services and for specialized professional services for the various projects within the Project Delivery Program. The contract expires on October 31, 2026.

SBCTA has derived substantial value from the on-call environmental services. These resources have contributed to schedule reliability and cost efficiencies, supported the timely achievement of delivery milestones and funding obligations, and facilitated project implementation in full compliance with environmental permits and other regulatory requirements. The environmental peer review has meaningfully reduced both the number and extents of California Department of Transportation (Caltrans) review iterations for various environmental documents. In doing so, it has contributed to project schedule savings, conservation of consultant resources, and optimization of the use of Caltrans' limited resources.

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

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

*Entity: San Bernardino County Transportation Authority*

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The Project Delivery Program continues to strive for timely and efficient project delivery in conjunction with the other stakeholders, such as Caltrans, regulatory agencies, and the local agencies. On-call environmental services play a key role in advancing projects on an accelerated schedule, consistent with the agency's goal of expediting project delivery.

To address anticipated workload and evolving regulatory requirements, on-call environmental services are estimated at \$3 million over the next five years. Tasks that produce discrete deliverables, as opposed to oversight or peer review functions, will be issued through task orders. Staff recommends that the Board approve the release of Request for Proposals No. 26-1003431 for On-Call Environmental Services.

***Financial Impact:***

This item is consistent with the adopted Budget for Fiscal Year 2025/2026, under the various tasks and sub-tasks requiring on-call environmental services.

***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 RFP.

***Responsible Staff:***

Tracy Escobedo, Management Analyst II

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Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026

Witnessed By:

## Scope of Work

### **I. OVERVIEW**

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

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

### **II. APPLICABLE STANDARDS**

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

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

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

### **III. ON-CALL ENVIRONMENTAL SERVICES**

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

#### **A. PROJECT MANAGEMENT AND OVERSIGHT REVIEWS**

- **Environmental Project Management**

CONSULTANT may be asked to serve as the SBCTA Environmental Project Manager (Environmental PM) on a project and serve as the primary point of contact for all

environmental related questions, requests, and submittals. Environmental PM shall understand the project schedule and support/ conduct/coordinate/oversee all studies, analysis, requirements and meetings needed to successfully complete environmental requirements for SBCTA projects.

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

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

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

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

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

- **Environmental Peer Review**

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

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

- **Coordination and Consultation**

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

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

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

- **Permits and Permit Requirements**

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

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

## B. PLANNING PHASE

- **Planning Phase Deliverables**

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

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

- Permits during Project Initiation Documents Development (if necessary)

### C. ENVIRONMENTAL APPROVAL PHASE

- **Public and Agency Scoping Process**

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

- **Environmental Approval Phase Deliverables**

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

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

- Notice of Determination (CEQA)
- Environmental Commitments Record
- Environmental Revalidation (various phases)

#### D. CONSTRUCTION PHASE

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

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

## *Minute Action*

AGENDA ITEM: 6

***Date:*** April 16, 2026

***Subject:***

Interstate 215 Palm Avenue Interchange Project - Cooperative Agreement with the City of San Bernardino, Budget Amendment, and Release of RFP

***Recommendation:***

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

A. Approve Cooperative Agreement No. 25-1003341 with the City of San Bernardino (City) for the Interstate 215 (I-215) Palm Avenue Interchange Project, committing funding and participation for the delivery of the Project Initiation Document (PID), Project Approval and Environmental Document (PA/ED), and Plans, Specifications, and Estimates (PS&E) phases only, for an estimated total funding of \$7,300,000, consisting of \$2,927,600 in City funds and \$4,372,400 of Measure I Valley Freeway Interchange Program funds, and approve an exception to SBCTA Policy No. VFI-3, which commits SBCTA to the timely funding of the project through construction.

B. Approve an amendment to the Fiscal Year 2025/2026 Budget to add Sub-Task No. 0865, I-215 Palm Avenue Interchange Project, under Task No. 0830, Interchange Projects, in the amount of \$57,000 to be funded with \$28,935 of Measure I Valley Freeway Interchange Program funds and \$28,065 of City funds.

C. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003456 for Design and Environmental Professional Services for the PID and PA/ED phases of the I-215 Palm Avenue Interchange Project to be funded with City and Measure I Valley Freeway Interchange Program funds, subject to approval as to form by SBCTA General Counsel.

***Background:***

On June 20, 2025, San Bernardino County Transportation Authority (SBCTA) received a letter from the City of San Bernardino (City) requesting to initiate the Interstate 215 (I-215) at Palm Avenue Interchange Project (Project), which is currently included in SBCTA's Interchange Phasing Program. The letter received from the City is included in this staff report for reference.

The I-215 Palm Avenue Interchange is located along I-215, approximately 2.5 miles north of the I-215 University Parkway Interchange and approximately 3.2 miles south of the Devore Road Interchange. This interchange is known to suffer from severe congestion due to roadway geometry deficiencies and limited vehicular capacity. Because of the current significant traffic delays at this interchange, this project is the City's top priority for interchange improvements. This interchange serves a large and growing residential and commercial sector to the north and an industrial and warehousing sector to the south. Traffic congestion is made worse by a high volume of trucks from logistics uses in the area. Additionally, Palm Avenue does not accommodate pedestrian and bicycle access across I-215.

To address mobility deficiencies, the City is proposing widening of both on-ramps and off-ramps, widening Palm Avenue, and intersection improvements. The preliminary estimated total

*Entity: San Bernardino County Transportation Authority*

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cost for this Project is \$115 million. This Project was initially included in the SBCTA Interchange Phasing Program, proposing only improvements to access both on-ramps; however, based on the City's analysis, and with SBCTA staff's concurrence, more extensive changes, including reconfiguration of the interchange ramps, will likely be needed to address existing traffic congestion that is forecasted to worsen substantially. Because of existing non-standard vertical clearances on Palm Avenue under the I-215 freeway, the I-215 undercrossing bridges may have to be replaced. This Project is also expected to require acquisition of right-of-way from adjacent businesses and relocation of utilities and other infrastructure to construct and operate the interchange.

Taking into consideration the forecast of expenditures and balance of Measure I funds in the Valley Freeway Interchange Program, staff is recommending that the SBCTA Board of Directors (Board) only allocate funding through the final design phase and approve a total Project cost cap of \$10 million. Allocating funds only through the final design phase will require an exception to SBCTA Policy No. VFI-3, which commits SBCTA to timely funding of the Project through construction. Staff recommends proceeding only through environmental approval and final design to make the Project shelf-ready and competitive for State and Federal funding grants for subsequent phases. With the Board's approval, the Project will be included in the SBCTA Interchange Program with an estimated total Project cost through final design of \$7,300,000, with an estimated Measure I share of \$4,372,400 and City share of \$2,927,600, including \$500,000 for SBCTA project management costs. According to the SBCTA Development Mitigation Nexus Study, the public share for this project is 64.3%, and the developer share is 35.7%. With the \$10 million Project cost cap, the total not-to-exceed contribution from SBCTA under this cooperative agreement is \$6,430,000, and any cost increases beyond that will be borne by the City. Staff recommends approval of Cooperative Agreement No. 25-1003341 with the City so work can begin to address existing congestion at the interchange.

Because this is a new project, staff recommends amending the adopted Budget for Fiscal Year 2025/2026 to add this task under the SBCTA Interchange Program and add \$28,935 of Measure I Valley Freeway Interchange Program funds and a receivable amount of \$28,065 of City funds. Work for the remaining fiscal year will be for procurement of consultants, coordination with the California Department of Transportation (Caltrans), and general project management tasks by SBCTA.

Subject to Board approval of Cooperative Agreement No. 25-1003341, staff also recommends that the Board authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-1003456 for professional engineering and environmental services for the Project Initiation Document (PID) and Project Approval and Environmental Document (PA/ED) phases of the Project. Initially, staff planned to bring the request for release of the RFP to the May 2026 Metro Valley Study Session (MVSS) and June Board meetings; however, the May MVSS meeting will be cancelled due to scheduling conflicts. The delegation to the Executive Director will reduce roughly two to three months of delays to procure a consultant and begin work on the Project. The draft Scope of Work for RFP No. 26-1003456 is attached for reference.

According to State requirements, to initiate the Caltrans project delivery process, preparation of a PID is required. The PID identified by Caltrans will be a Project Study Report-Project Development Support (PSR-PDS) document. Reimbursement for Caltrans oversight costs during the PID phase will be determined during the development of a cooperative agreement with Caltrans, which staff plans to take to the Board for review and approval in the summer of this year. The PSR-PDS will identify the purpose of and need for the project, the scope of the

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improvements, estimated costs, the schedule for subsequent project delivery phases, and estimated capital costs for right-of-way and construction. Completion of the PSR-PDS will enable the Project to advance to the next development stage of project delivery, the preparation of the PA/ED phase. Staff will release a separate RFP for the final design phase prior to completion of the PA/ED phase.

**Financial Impact:**

The Interstate 215 Palm Avenue Interchange was not included in the adopted Budget for Fiscal Year 2025/2026. A budget amendment is required to add Sub-Task No. 0865 as described in Recommendation B and in the background section of this item. With approval of this item, staff anticipates incurring costs and receiving revenue this fiscal year.

**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:**

Paul Melocoton, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026

Witnessed By:



# City of San Bernardino

Public Works Department | Engineering Division

June 20, 2025

Kristi Harris,  
Director of Project Delivery and Express Lanes  
San Bernardino County Transportation Authority (SBCTA)  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410

**Subject: Letter of Intent to Re-Initiate I-215/Palm Avenue for SBCTA Interchange Phasing Program and Nominate for Funding**

Dear Ms. Harris,

The City of San Bernardino respectfully requests that SBCTA re-initiate the Interchange Phasing Program and consider the nomination of the I-215/Palm Avenue Interchange for funding and implementation.

This interchange serves as a critical access point for the City and the surrounding region. It experiences recurring congestion and safety issues that require geometric and operational improvements. The proposed project scope includes ramp reconfiguration, signal upgrades, and potential widening of Palm Avenue to improve traffic flow and access. The following are details description of these improvements:

- Widen the northbound - off ramp to 3 lanes (possibly 4 lanes).
- Widen the southbound - off ramp to 3 lanes.
- Widen the southbound - on ramp to 2 lanes with a new geometric alignment and install ramp metering
- Widen the northbound - on-ramp to 2 lanes and install ramp metering.
- Widen Palm Ave to provide dual left turn lanes.
- New Traffic signal at southbound and northbound ramps.
- Interconnect the traffic signal on Palm Ave from Kendall Drive to Hallmark Pkwy
- Intelligent Transportation Improvements
- Construction of retaining walls.

**Estimated Project Cost: \$125 million to \$165 million**

The City would like to lead the delivery of this project through the Plans, Specifications & Estimates (PS&E) phase. Advancing the project to this stage will enhance its competitiveness for future state and federal funding opportunities. Also, the city would like SBCTA to lead the project delivery.

We appreciate your consideration and ongoing support in improving transportation infrastructure across the region. If you have any questions or require additional information, please contact me directly [Jabsheh-az@Sbcity.org](mailto:Jabsheh-az@Sbcity.org), Tel No 909-384-7251.

Sincerely,

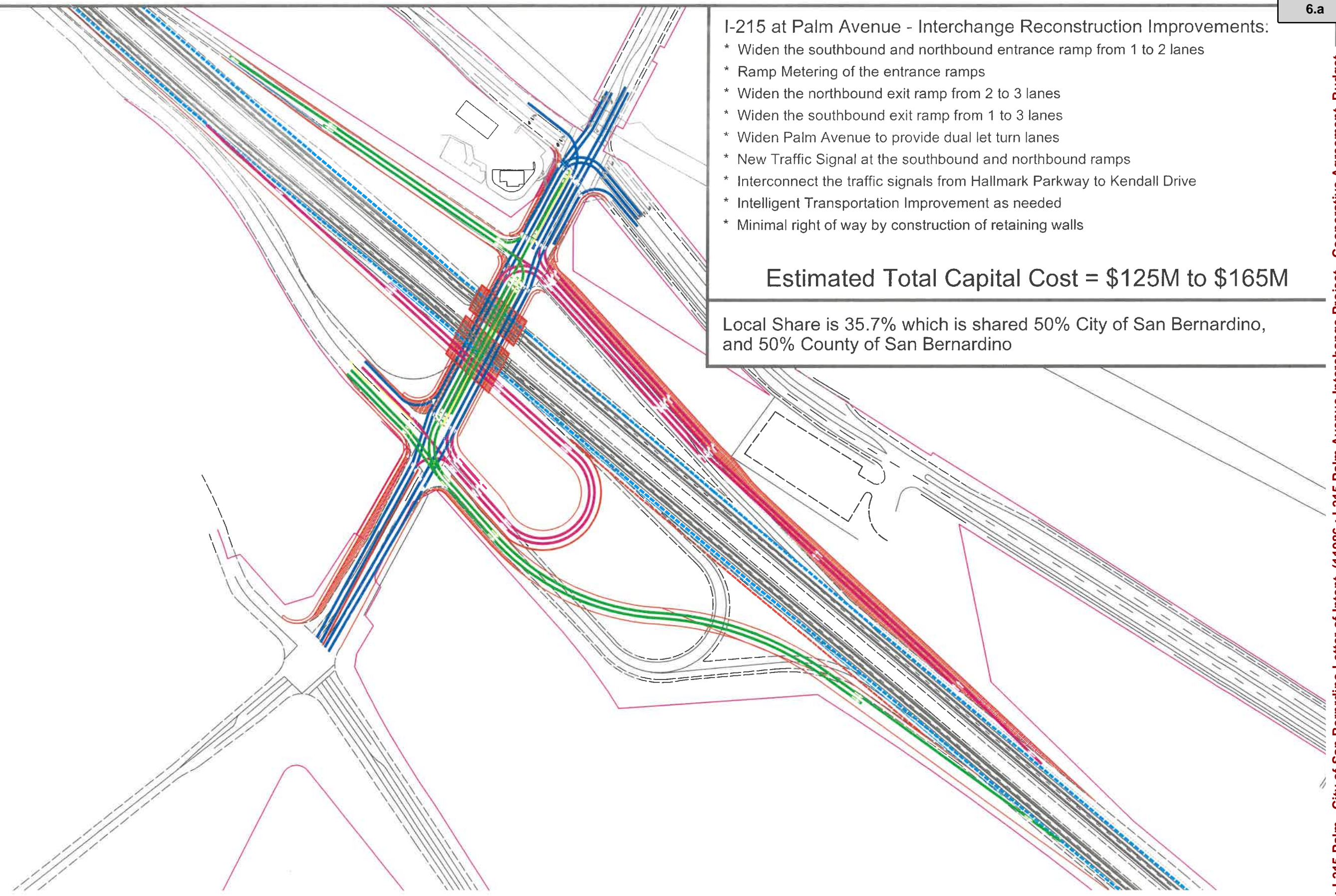
Azzam Jabsheh  
City Engineer/Deputy Director of Public Works

Attachments:

- Concept Plans
- Engineering Cost Estimates







**I-215 at Palm Avenue - Interchange Reconstruction Improvements:**

- \* Widen the southbound and northbound entrance ramp from 1 to 2 lanes
- \* Ramp Metering of the entrance ramps
- \* Widen the northbound exit ramp from 2 to 3 lanes
- \* Widen the southbound exit ramp from 1 to 3 lanes
- \* Widen Palm Avenue to provide dual left turn lanes
- \* New Traffic Signal at the southbound and northbound ramps
- \* Interconnect the traffic signals from Hallmark Parkway to Kendall Drive
- \* Intelligent Transportation Improvement as needed
- \* Minimal right of way by construction of retaining walls

**Estimated Total Capital Cost = \$125M to \$165M**

Local Share is 35.7% which is shared 50% City of San Bernardino, and 50% County of San Bernardino

Attachment: I-215 Palm - City of San Bernardino Letter of Intent (11986 : I-215 Palm Avenue Interchange Project - Cooperative Agreement, Budget

CIP No. SS25-XXX		Acct No. XXX-160-XXXX-5504	Off-Site Permit Number E.250XXXA
APPROVED _____ 20__		<b>CITY OF SAN BERNARDINO</b> PUBLIC WORKS/ENGINEERING	
CITY ENGINEER REGISTERED CIVIL ENGINEER NO. _____		Interchange Reconstruction Improvements	
DRAWN BY: _____		Bridge Replacement	
CHECKED BY: _____		<b>Palm Avenue</b>	
RECOMMENDED BY: _____		I-215 Freeway	
FOR CITY USE ONLY: FILE NO. _____		C.I. NO. _____	

MARK	REVISIONS	BY	APPR.	DATE
BENCH MARK:				

DRAWING NO.	<b>XXXX</b>
SHEET	1
OF	X
SHEETS	

**General Contract Information**

Contract No: 25-1003341 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Project Delivery  
 Customer ID: SB CI Customer Name: City of San Bernardino  
 Description: I-215 Palm Avenue Interchange Cooperative Agreement for PID, PAED, and PSE

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	2,927,600.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>2,927,600.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>2,927,600.00</b>

**Contract Authorization**

Board of Directors Date: 5/6/2026 Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Local Funding Agreement N/A

**Accounts Receivable**

Total Contract Funding: \$ 2,927,600.00 Funding Agreement No: 25-1003341  
 Beginning POP Date: 5/6/2026 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039  
 Expiration Date: 12/31/2039 Fund Admin: Yes  
 Parent Contract 25-1003341 PM Description I-215 Palm IC - San Bernardino  
 Z-Related Contracts Z25-1003341

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL	6010	40	0830	0865	42421021	2,927,600.00	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-
GL:						-	GL:				-

Paul Melocoton  
Project Manager (Print Name)

Kristi Harris  
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003341 [Revision 2] (11986 : I-215 Palm Avenue Interchange Project - Cooperative Agreement, Budget Amendment, and

**COOPERATIVE AGREEMENT NO. 25-1003341**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF SAN BERNARDINO**

**FOR**

**PROJECT INITIATION DOCUMENT (PID), PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), AND PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) PHASES FOR THE PALM AVENUE AT INTERSTATE 215 (I-215) INTERCHANGE IN THE CITY OF SAN BERNARDINO**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of San Bernardino (“CITY”). SBCTA and CITY may be referred to herein individually as a “PARTY” and collectively as “PARTIES”.
- B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph E, this AGREEMENT shall terminate upon completion of the PARTIES’ obligations associated with the project initiation document (PID), project approval and environmental document (“PA/ED”), and plans, specifications and estimate (“PS&E”) phases described herein or December 31, 2039, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs C through D, shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS CITY has requested to initiate improvements of the Palm Avenue at Interstate 215 Interchange within the limits of the City of San Bernardino (“PROJECT”); and
- B. WHEREAS, planned improvements include widening the northbound and southbound on-and off-ramps, widening Palm Avenue to provide dual left turn lanes, replacing the I-215 Bridge over Palm Avenue, constructing tie-back retaining walls at the bridge undercrossing, and intersection improvements at Kendall Drive and Hallmark Parkway, as further described in Attachment B, attached hereto and made part of this AGREEMENT, and are collectively defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is in the Measure I 2010-2040 Strategic Plan and identified as eligible in the Valley Interchange Program; and

- D. WHEREAS the PARTIES consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the SBCTA Development Mitigation Nexus Study; and
- E. WHEREAS the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments related to Project Management, PID, PA/ED, and PS&E activities of the PROJECT; and
- F. WHEREAS the CITY desires SBCTA to provide Project Management services, estimated at \$500,000, for the PID, PA/ED, and PS&E phases of PROJECT, and understands it is the CITY's sole responsibility to pay 100% of the actual SBCTA Project Management costs in accordance with SBCTA Measure I Strategic Plan Policy 40005 VFI-34 and 35; and
- G. WHEREAS the remaining PROJECT cost for the PID, PA/ED, and PS&E phases shall be funded with 35.7% Development Share funds and 64.3% Public Share funds, as defined by the Nexus Study and the SBCTA Measure I 2010-2040 Strategic Plan and Policy 40005/VFI-19; and
- H. WHEREAS the PARTIES agree to limit the Project cost to \$10 Million for the PID, PA/ED, and PS&E phases, and
- I. WHEREAS the PARTIES' intent is that this AGREEMENT is limited to the identified project phases and SBCTA shall not be obligated to fund or participate in any other project phases for PROJECT unless the PARTIES execute a new cooperative agreement.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to the following:

### III. SBCTA RESPONSIBILITIES

SBCTA agrees:

- A. To provide Project Management services and act as lead agency for the PID, PA/ED, and PS&E phases, and to diligently undertake and complete the PID, PA/ED, and PS&E work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the SBCTA's Director of Project Delivery and Express Lanes, or designee, with input and consultation from CITY. SBCTA shall ensure that consultants and contractors participating in PROJECT work are appropriately qualified or licensed to perform the tasks assigned to them and shall be responsible for managing the quality of the PROJECT work.
- B. To contribute towards PID, PA/ED, and PS&E phases of the PROJECT cost as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should SBCTA's total share of the PID, PA/ED, and PS&E phases exceed the estimates as shown in Attachment A, SBCTA agrees to entertain amendment of the AGREEMENT in good faith in accordance with Section V, Paragraph A, below. However, in no case shall the SBCTA contribution exceed \$6,430,000.

- C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support SBCTA’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PID, PA/ED, and PS&E work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PID, PA/ED, and PS&E costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific Project Management, PID, PA/ED, and PS&E work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PID, PA/ED, and PS&E work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due to CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY’s Council reserves the right to withhold future payments due SBCTA from any source under CITY’s control.
- H. To designate a responsible staff member that will be SBCTA’s representative in attending the Project Development Team (“PDT”) meetings, receiving day-to-day communication, and providing Project Management services.
- I. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.
- J. To provide CITY with a proposed project schedule to complete the PROJECT.
- K. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- L. To perform the design in accordance with State and Federal standards and practices.
- M. To provide CITY with a reasonable amount of review and approval time and an opportunity to review, comment on, and approve PID, PA/ED, and PS&E documents.

- N. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.
- O. To obtain all necessary PROJECT permits, agreements and/or approvals from appropriate agencies; all necessary PROJECT permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements obtained from agencies other than the CITY shall constitute part of the PROJECT cost.
- P. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location.
- Q. To provide written notice to CITY upon SBCTA's determination that the PROJECT work under AGREEMENT is substantially completed. For this AGREEMENT, "substantially completed" shall mean that the PROJECT plans and specification have been approved by Caltrans.
- R. To require all contractors and/or consultants under contract to perform services related to the PROJECT to include the CITY, its officers, directors, employees and agents as additional insureds and to indemnify, defend, and hold harmless the CITY, its officers, directors, employees and agents from any liability, claims, demands, suits or actions which made be made by any person resulting from the PROJECT.

#### IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SBCTA for CITY's share of actual costs incurred towards the PID, PA/ED, and PS&E phases of the PROJECT and for SBCTA's Project Management as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should CITY's total share for the PID, PA/ED, and PS&E phase with SBCTA's Project Management exceed the estimates as shown in Attachment A, PARTIES shall amend AGREEMENT and CITY shall contribute these additional costs beyond SBCTA's maximum contribution as shown in Article III.B and Attachment A.
- B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- C. To designate a responsible staff member that will be CITY's representative attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.

- D. To review, provide comments on, and approve PROJECT documents within two (2) weeks of receiving the review request from SBCTA.
- E. To provide permits, inspections, reviews, and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.
- F. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.
- G. To assist SBCTA as requested, and when necessary, exercise its rights under utility relocation law or any franchise agreement, to determine liability and costs for utility relocation.
- H. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from SBCTA that the PROJECT work under AGREEMENT is substantially completed as described by Paragraph "Q" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying because of non-material work remaining to be completed shall be deemed unreasonable and City shall be fully responsible for all additional costs resulting from such delay or withholding of acceptance.
- I. CITY is responsible for all commitments which are part of their direct agreement with Caltrans, including but not limited to Freeway Maintenance Agreement and Landscape and Aesthetic Maintenance Agreements

#### V. **MUTUAL RESPONSIBILITIES**

The PARTIES agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
- B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- C. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Further, to the extent, but only to the extent, that SBCTA's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: SBCTA shall indemnify and defend CITY and its officers, directors and employees from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.
- E. This AGREEMENT will be considered terminated upon completion of PROJECT closeout and reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time, with or without cause, by giving sixty (60) calendar days written notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.
- F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- G. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- H. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- I. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT and the PROJECT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.
- J. If any clause or provisions of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.

- K. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.
- L. Neither this AGREEMENT, nor any of the PARTIES’ rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any attempted assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- N. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section V.
- O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original. This AGREEMENT is effective on the date executed by SBCTA (“Effective Date”), following execution by both PARTIES.
- P. Any notice required, authorized or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Sal Chavez  
 Project Delivery Manager  
 1170 West Third Street  
 San Bernardino, CA 92410-1715

If to CITY: Azzam Jabsheh, City Engineer and  
 Deputy Public Works Director  
 201 North E Street, Suite 200  
 San Bernardino, CA 92401

- Q. There are no third-party beneficiaries, and this AGREEMENT is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

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

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 25-1003341  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and  
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Rick Denison  
President, Board of Directors

By: \_\_\_\_\_  
Eric Levitt  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

By: \_\_\_\_\_  
Sonia R. Carvalho  
City Attorney

DRAFT

Attachment: 25-1003341 - PDF (11986 : I-215 Palm Avenue Interchange Project - Cooperative Agreement, Budget Amendment, and Release of

## Attachment A

### Project Scope:

At the Palm Avenue Interstate 215 (I-215) interchange, reconfigure interchange. Through final design approval only.

### Project Cost Estimate and Funding Shares:

SBCTA's Share: Public Share: 64.3%

City's Share: Development Share or Local Share: 35.7% (City of San Bernardino)

Phase	Estimated Cost <sup>1</sup>	Public Share <sup>2</sup>	Development Share
PID - PA/ED	\$3,300,000	\$2,121,900	\$1,178,100
PS&E	\$3,500,000	\$2,250,500	\$1,249,500
SBCTA Project Management	\$500,000	\$0	\$500,000
Total	\$7,300,000	\$4,372,400	\$2,927,600

<sup>1</sup>Estimated cost assumes analysis of one build alternative.

<sup>2</sup>Total Public Share contribution shall not exceed \$6,430,000

### Project Milestones:

Milestone <sup>1</sup>	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(12/2026)
Environmental Approval	(12/2029)
Design Approved	(04/2032)

<sup>1</sup>Milestone assumes analysis of one build alternative. Anticipated environmental determination under CEQA is an Environmental Impact Report and under NEPA an Environmental Assessment.

**Attachment B**  
CONCEPTUAL LAYOUT

DRAFT

# I-215 at Palm Avenue Interchange Reconstruction Improvements Conceptual Information (March 2025)

**LEGEND**

- ⊖ Existing/Modify Traffic Signal—Interconnect
- New Traffic Signal-Interconnect
- Ramp Widening
- Street Widening
- Bridge Replacement



- I-215 at Palm Street – Reconstruct Interchange**
- Widen the southbound and northbound entrance ramp from 1 to 2 lanes
  - Ramp metering of the entrance ramps
  - Widen the northbound exit ramp from 2 to 3 lanes
  - Widen the southbound exit ramp from 1 to 3 lanes
  - Widen Palm Avenue to provide dual left turn lanes
  - New Traffic Signal at the southbound and northbound ramps
  - Interconnect the traffic signal from Hallmark Parkway to Kendall Drive
  - Replace undercrossing bridges
  - Intelligent Transportation Improvement as needed
  - Minimal to no right of way by construction of retaining walls.

**Local Share is 35.7% which is shared 50% City of San Bernardino  
and 50% San Bernardino County**

## **ATTACHMENT A - SCOPE OF WORK**

### **RFP No. 26-1003456**

#### **Interstate 215 at Palm Avenue Interchange Improvement Project**

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of plans, studies, and reports to support approval of the Interstate 215 (I-215) Palm Avenue Interchange Project (Project) in the City of San Bernardino through the Project Initiation Document (PID) and Project Approval and Environmental Document (PA/ED) phases.

San Bernardino County Sales Tax Measure I and City of San Bernardino funds will be used to cover the cost of the preparation of the PID and PA/ED phase. Funding for the next phases is currently not finalized, but state and/or federal funds will likely be utilized. As such, the PID and PA/ED shall comply with applicable state and federal requirements.

The proposed improvements include reconfiguration of the existing I-215 Palm Avenue Interchange located approximately four miles north of the junction between I-215 and State Route 210. Improvements will occur on both the State Highway System and City local streets.

The proposed improvements may require widening or replacement of the following bridge structures:

- Palm Avenue Undercrossing 54-0532L (postmile 14.09)
- Palm Avenue Undercrossing 54-0532R (postmile 14.09)

These improvements would accommodate current and future traffic demands, relieve congestion, improve access for pedestrians and non-motorized users, and improve freight mobility and regional access for goods movement.

#### **I. APPLICABLE STANDARDS**

All support documents shall be prepared in accordance with current SBCTA, City of San Bernardino, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

#### **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PA/ED for the Project.
- C. The deliverables list for the PID and PA/ED phase will be refined during the

- initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be included or required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule shall be presented monthly to the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall highlight the status of the documents in the review process.
  - E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
  - F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
  - G. Prime contract terms and conditions shall be incorporated into the subcontract agreements.
  - H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the latest Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities shall be performed in accordance with Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
  - I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
  - J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Caltrans Project Development Procedures Manual.

### III. ASSUMPTIONS

- A. The Consultant will develop and evaluate several alternatives to satisfy the requirements of the Caltrans Intersection Safety and Operational Assessment Process (ISOAP).
- B. In the PA/ED phase, the Consultant will evaluate one-build and one no-build alternative to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- C. There may be up to four meetings per month (including conference calls) during

- the duration of this contract, including one monthly PDT meeting.
- D. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
  - E. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
  - F. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have an Environmental Assessment (EA).
  - G. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).
  - H. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.
  - I. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

#### **IV. SCOPE OF SERVICES**

CONSULTANT will prepare a PSR-PDS and PA/ED in accordance with CALTRANS Guidelines and Procedures, CEQA and NEPA. The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for SBCTA and CALTRANS project records.

CONSULTANT shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

#### **1.100.15 PROJECT MANAGEMENT**

##### 1.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:*Monthly Progress Reports*1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of PROJECT files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and County standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA/ED (Begin Environmental, Circulate Environmental Document, and PA/ED), Design and Construction. A 30-month schedule is anticipated for estimation purposes. CONSULTANT will attend a kick-off meeting, lead monthly PDT meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *Monthly (30) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes*
- *Three (3) Stakeholder Meetings and Presentations*
- *Project Baseline Schedule*
- *Deliverables Matrix*
- *Monthly Progress Reports and Invoices*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality

Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates with accompanying narrative to explain changes in milestone dates*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*
- *Project Management Plan/Communication Plan*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases as it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix*
- *Summary of Risks in PSR-PDS and PA/ED*

**2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)**

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the CALTRANS reviews.

662-150.05 Transportation Problem Definition and Needs Assessment

CONSULTANT shall analyze the available information and department policies and directives to identify and resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement*

2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans*

2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts/record drawing and field review the project area.

Deliverables:

- *Utility Portion of the Right of Way Data Sheet*

2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

## Analysis Scenario

- Existing Conditions (2027)
- Opening Year (2034)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

## Intersections

- North Kendall Drive
- Northbound Ramps
- Southbound Ramps
- South Kendall Drive
- Hallmark Parkway
- Cajon Boulevard

Freeway Mainline, Diverge, and/or Weave Assessment for on and off ramps

Deliverables:

- *Traffic Forecast Volumes*
- *Level of Service*
- *Induced Travel Demand Analysis*

2-150.05.30 Survey and Maps for PID

CONSULTANT will prepare aerial topographic mapping and utilize available GIS right of way mapping. New aerial mapping, surveys, topographic mapping, or right of way mapping for the PROJECT will be required for this phase of the work. CONSULTANT will obtain CALTRANS Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Topographic Mapping*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the PROJECT need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with CALTRANS guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by CALTRANS and PROJECT scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*

- *Design Scoping Index*
- *Project Determination Letter*

#### 2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files and mapping, etc. It is assumed that no field surveys will be necessary to locate right of way and centerline.

##### Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

#### 2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT, in coordination with SBCTA and Caltrans, will identify up to two (2) build alternatives for the PSR-PDS. The two (2) build alternatives will be agreed upon through a concept screening process. The concept screening process will consist of comparing up to five (5) concepts through various criteria that will be developed and coordinated with CALTRANS and SBCTA. One (1) concept screening workshop will be held to determine the alternatives that will be considered in the PSR-PDS and future phases. Each alternative studied will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in strip map format consistent with a Geometric Approval Drawing (GAD). The format will be the backbone for future GAD. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and potential sound wall locations may be shown (if applicable).

##### Deliverables:

- *Concept Screening Matrix with up to two (2) concepts*
- *One (1) concept screening workshop*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives.*

#### 2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (CALTRANS)
- City of San Bernardino

- San Bernardino County Transportation Department & Flood Control District
- United States Fish and Wildlife Service (if necessary)
- California Department of Fish and Wildlife (if necessary)

#### 2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their delivery of materials designed to be bi-lingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and distributed at meetings, through mailings, and electronically through email, web, and social media as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

#### *Deliverables:*

- *Attendance and participation at one (2) Public Outreach Webinar or Meeting*
- *Availability to assist SBCTA's Public Outreach Consultant with all Project-related communications*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public"*

## Task 2-150.15 Alternative Analysis

CONSULTANT is required to develop the necessary scope and cost of each alternative to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purpose. CONSULTANT will perform Alternatives Development Workshops that include key functional group leaders and PDT decision makers. There will be three workshops that will serve as a Value Analysis study. The first workshop will generate evaluation criteria that are scored against one another to determine weight. After Workshop 1, Workshop 2 will be held that presents draft alternatives for the team to comment and refine. Workshop 3 will have refined alternatives that the team then scores against the criteria developed in Workshop

### Deliverables

- *Establish Project Scope, Cost, and Feasibility for Presentation in the PID.*
- *Review and Presumably Prepare a List of Issues*
- *Alternatives Development Workshops*
- *Alternative scoring matrix*

## 2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with the PSR-PDS guidelines within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare "Conceptual Cost Estimate – Right-of-Way Component" to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

### Deliverables:

- *Preliminary Engineering Right of Way Checklist*
- *Preliminary Right of Way Requirement Exhibits for the build alternatives*
- *Utility Assessment*
- *Conceptual Cost Estimate – Right-of -Way Component*

- *Right of Way Data Sheet*

### 2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid

Caltrans PDPM requires District Preliminary Geotechnical Report (DPGR) at PID phase. The DPGR provides preliminary recommendations to Civil Designers in Design and Planning and is used to develop the Project Study Report (PSR). CONSULTANT will review existing geotechnical maps and reports to prepare DPGR. CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that CALTRANS Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

#### Deliverables:

- *Draft / Final District Preliminary Geotechnical Report*
- *Draft / Final LCCA Assessment*

### 2-150.15.30 Structures Advance Planning Study (APS Memo)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square- footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR- PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase. It is expected that 5 existing mainline bridge widenings will be evaluated and up to 8 proposed wall location will be considered for this project under two APS Wall Memos (1-cut condition / 1-fill condition).

CONSULTANT shall prepare an APS Memo which shall evaluate the type of structures

that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum for PID Phase*
- *Advance Planning Study for PA/ED Phase*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- ✓ Pedestrian facilities
- ✓ Bicycle facilities
- ✓ Transit facilities
- ✓ Park and Rides
- ✓ Equestrian Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required*

2-150.15.40 Preliminary Drainage Assessment

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Preliminary Drainage Assessment*

- *Preliminary cost estimates to affected major drainage facilities*

#### 2-150.15.45 Traffic Capacity Analysis

CONSULTANT will evaluate the project in accordance with CALTRANS Intersection Safety and Operational Process (ISOAP) procedures. CONSULTANT will evaluate intersection variations based on the CALTRANS ISOAP Guide. CONSULTANT will document evaluation using the ISOAP procedures to identify the preferred intersection design for the build alternatives within the PSR-PDS.

#### Deliverables:

- *Traffic Capacity Analysis*
- *Intersection Safety and Operational Analysis Process Forms*
- *Sidra and Highway Safety Manual Analysis*

#### 2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to

determine build alternative for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- *Draft / Final Traffic Engineering Performance Assessment*
- *Preliminary traffic assessment of build alternatives*
- *Summary of traffic engineering studies and scope for PSR-PDS*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Deliverables:

- *VMT Decision Document*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s)*

**2-150.20 Preliminary Environmental Analysis (PEAR)**

2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook.

CALTRANS guidelines for the PEAR will follow the guidance available as of contract date.

The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.
- The level of detail included in the PEAR for each topic area will be commensurate with the potential for impacts to that resource to occur. The PEAR will be prepared using existing, readily available, information and a windshield survey. No primary information is assumed to be developed during the PID phase. In addition, no surveys are assumed or included, and no cultural resources or paleontology record searches are assumed to be conducted (these would occur during PA/ED). No technical studies, reports, or memoranda related to environmental resources will be prepared; these detailed evaluations and primary source types of documentation are prepared during the Project Approval and Environmental Document (PA/ED) phase of the project.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments*
- *Initial Site Assessment Checklist*
- *Draft / Final PEAR*

**2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID**

**2-150.25.05 Draft PSR-PDS**

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and

involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft / Final Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives)*
- *TMP Data Sheets*

2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives using Design Information Bulletin 82-01 "Design Checklist". Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternatives*
- *Design Exception Risk Assessment for approval for non-standard features*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from CALTRANS and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the CALTRANS comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Draft / Final Final PSR-PDS*
- *Cost Estimates for Alternatives*
- *Updated FTIP Description*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5,

Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

- *Draft / Final Storm Water Data Report-PID*

### **3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT**

#### 3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

#### 3-160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

#### 3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

#### 3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange

ramps.

Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and design horizon year.

Deliverables:

- *Traffic Studies*
  - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum*
  - *Draft/Final Traffic Volumes Report*
  - *Draft/Final Traffic Operations Analysis Report*
- *VMT-Related Documents*
  - *Induced Travel (VMT) Methodology and Results*
  - *Mitigation Plan*
  - *Induced Travel Risk Assessment*

3-160.10.15 Geometric Plans for Project Alternative

CONSULTANT shall prepare Geometric Plans for Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.20 Value Analysis Report

CONSULTANT shall summarize the Value Analysis efforts from the Alternative Development Workshops in the PID phase into a Value Analysis Report.

Deliverables:

- *Draft/Final Value Analysis Report*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task.

Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Draft / Final Preliminary Drainage Report (Hydrology Report)*
- *Draft / Final Storm Water Data Report-PA/ED*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *Draft / Final ROW Data Sheets*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.55 Multi-Modal Study (If required)

CONSULTANT shall perform a Multi-modal Study. This review should address temporary construction and permanent impacts as well as possible improvements to Pedestrian, Bicycle, and Transit facilities.

CONSULTANT shall also perform a Smart Corridor Study and recommend Smart Corridor elements and technology to be considered during final design. Smart Corridor elements can include, but are not limited to Active Traffic Management Systems, Transit Integration, and Safety Enhancements for pedestrians and non-motorized users. CONSULTANT shall ensure that the project is consistent with SBCTA's Smart Corridor plan and policies.

Deliverables:

- *Draft / Final Multi-Modal Study*
- *Draft / Final Smart Corridor Study*

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). The PGDR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing. Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Draft / Final Structure Preliminary Geotech Report*
- *Draft / Final Preliminary Geotechnical Design Report*
- *Draft / Final Preliminary Materials Report*

3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to 3 structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely

coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft / Final Draft Project Report*

3-160.15.05 Cost Estimates for Alternatives

CONSULTANT shall prepare the Cost Estimates (11-page format) for each alternative for the Draft Project Report per the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft / Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the Final Project Report.

Deliverables:

- *Draft / Final Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the preferred

build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

### **3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT**

#### **3-165.10 General Environmental Studies**

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

#### **3-165.10.15 Community Impact Analysis Land Use and Growth Studies**

The project is not expected to result in substantial impacts to the community and a separate Community Impact Assessment is not required. This information will be directly addressed in the environmental document.

#### **3-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation**

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact

Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, so no simulations would be required

Deliverables:

- *Draft / Final Visual Impact Analysis Memorandum*

3-165.10.25 Noise Study

CONSULTANT shall perform a Noise Study and prepare a Noise Study Report (NSR), and if necessary, a Noise Abatement Decision Report (NADR) which will be referenced in the environmental document. The study and reports shall conform to requirements in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (TNAP). Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee. Traffic noise modeling will be performed using the latest version of the FHWA Traffic Noise Model (TNM).

Personnel to conduct the assessment of traffic noise impacts shall meet the requirements or recommendations under Preparer Qualifications in the Caltrans SER.

Deliverables:

- *Draft / Final Noise Study Report*
- *Draft / Final Noise Abatement Decision Report*

3-165.10.30 Air Quality Study

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- ✓ Regulatory Setting and Existing Conditions.
- ✓ Exemption from Regional Conformity.
- ✓ Project-Level Conformity Hot Spot Analysis
- ✓ Evaluation of Construction Emissions.
- ✓ Evaluation of Operations-Period Mass Emissions.
- ✓ Mobile Source Air Toxics.
- ✓ Climate Change/Greenhouse Gas Emissions.
- ✓ Mitigation Measures.
- ✓ Air Quality Conformity Analysis Report and Checklist.

Air quality modeling will be performed using the latest version of CT-EMFAC available. Coordination with the Southern California Association of Governments (SCAG) Transportation Conformity Working Group (TCWG) may be required.

Deliverables:

- *Draft / Final Air Quality Study Report*
- *Draft / Final Air Quality Conformity Analysis Report and Checklist*

### 3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d)impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document our findings in the Water Quality Assessment Report (WQAR).

#### Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*
- *Draft / Final Water Quality Assessment Report (WQAR)*

### 3-165.10.40 Energy Studies

CONSULTANT will prepare an energy impact memorandum that provides the following discussions and analyses:

- ✓ **Regulatory Setting and Existing Conditions.** Summarize the existing federal, state, and local energy regulatory environment as it affects the proposed project. Using data provided by the California Air Resources Board (ARB), San Bernardino County, and the Southern California Association of Governments (SCAG), the memorandum will characterize the existing energy use in the project area.
- ✓ **Construction Energy.** Energy use from the construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. In addition, the energy use associated with the haul truck trips and employee commutes will be calculated based on available construction information.
- ✓ **Operational Energy.** Changes in long-term energy consumption will be quantified using project-level VMT and EMFAC2021 emissions factors.
- ✓ **Mitigation Measures.** Measures to reduce energy consumption during project construction and operations will be identified, if necessary.

Deliverables:

- *Draft/Final Energy Study Report.*

3-165.10.60 Location Hydraulic and Floodplain Study Report

If necessary, CONSULTANT will perform activities related to preparing a Location Hydraulic Study for use in the Environmental Document. CONSULTANT will prepare the Location Hydraulic Study and the Summary Floodplain Encroachment Report forms as appropriate. CONSULTANT will prepare a Draft Location Hydraulic Study Memorandum to document the investigation and summarize the study results, which will include the four stream crossing locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Location Hydraulic Study Memorandum.

Deliverables

- *Location Hydraulic Study*
- *Floodplain Study Report*

3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- ✓ Document review
- ✓ Records search
- ✓ Paleontological resource assessment
- ✓ Field survey
- ✓ Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare the ECR for inclusion as an attachment to the environmental document.

Deliverables

- *Draft and Final ECR (included in environmental document and reviewed as part of that document; no separate submittal is assumed or included)*

### 3-160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City Colton, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

#### Deliverables:

- *Draft / Final Initial Site Assessment Report*

### 3-160.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

#### Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

### 2-160.10.90 Climate Change Analysis (Greenhouse Emission Estimates and Reduction Strategies and Climate Change Adaptation/Resilience)

CONSULTANT will prepare the Climate Change chapter for inclusion in the CEQA document, consistent with the annotated outline that is available on the Caltrans SER as of the date that this scope of work was prepared (July 5, 2025). This section of the CEQA document will be prepared in advance of the overall draft environmental document so that

it can be provided to Caltrans for the necessary reviews by the District and Headquarters.

Deliverables:

- *Draft/Final Climate Change Analysis chapter for inclusion in the CEQA document*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study/ Minimal Impacts

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that this scope of work was prepared (July 5, 2025). A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- ✓ Review of Project Information and Applicable Literature
- ✓ Field Evaluation for Biological Resource Constraints
- ✓ Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis:

CONSULTANT will conduct a literature search, perform a field review, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- 1) Special status species lists from the California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and National Marine Fishery Service (NMFS);
- 2) Database searches of current versions of the California Natural Diversity Database (CNDDDB), the Online Inventory of the California Native Plant Society (CNPS), and USFWS species occurrence data; and

3) Other available biological studies conducted in the vicinity of the project site.

After reviewing relevant literature and database information, the project area will be evaluated with a thorough field review covering all portions relevant to potential biological resource constraints. The project area is assumed to be the project limits of disturbance (LOD) plus 200 feet. Field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources observed or detected. The project area will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species and habitats as well as general biological resources potentially posing a constraint to the project through applicable laws and regulations. A draft NES/MI will be developed based on results of the biological survey methods and results.

Deliverables:

- *Draft / Final Natural Environment/Minimal Impacts Study Report*

3-165.15.99 Jurisdictional Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States and Carabell v. United States guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES.

- *Draft/Final Jurisdictional Delineation Report*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document.

CONSULTANT will be responsible for obtaining any right of entry permits required for field work. A records search will be obtained from the South Central Coastal Information Center, part of the California Historical Resources Information System, which houses San Bernardino County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with CALTRANS for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations. As appropriate, CONSULTANT may prepare an Area of Potential Effects (APE) map and Historical Resources Evaluation Report (HRER).

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) may be generated.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects Map*
- *Native American Consultation Support (consultation to be conducted by CALTRANS)*
- *Draft / Final Historical Resources Evaluation Report*
- *Draft / Final Historic Property Survey Report*

**3-165.25 Draft Environmental Document**

**3-165.25.A Public Outreach**

CONSULTANT will prepare the Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (NOA/NOI/NOPH) (English and Spanish versions) for publication by SBCTA in a newspaper(s) of general circulation. CONSULTANT shall provide all SBCTA Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*
- *Newspaper notices (ads will be paid directly by SBCTA)*

**3-165.25.15 Draft Environmental Document (DED)**

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the

appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, an Initial Study/Environmental Assessment (IS/EA) appears to be the appropriate CEQA and NEPA environmental document and that level of document is assumed in this scope of work. If an IS/EA is appropriate, CONSULTANT shall prepare a draft environmental document following the available annotated outline on the SER.

CONSULTANT shall prepare a Notice of Completion (NOC) and Environmental Document Transmittal (EDT) and circulate the IS/MND pursuant to SER and the California Office of Planning and Research, State Clearinghouse (Office of Land Use and Climate Innovation) guidelines. The NOC and EDT, along with the draft IS/MND, will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or are included in this scope of services). CONSULTANT will also post the notice with the San Bernardino County Clerk's office. It is assumed that the County filing fee will not exceed \$50. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project's final design.

Deliverables:

- *Screencheck Draft IS/EA*
- *Draft / Final Draft IS/EA*
- *Filing of the notice with the San Bernardino County Clerk*
- *Draft / Final Notice of Completion (NOC) and Environmental Document Transmittal (EDT) forms*
- *Mailing of notices to surrounding owners/occupants, businesses and agencies or other related activities are assumed to be the responsibility of SBCTA as the project sponsor*

**3.170 – PERMITS & AGREEMENTS**

3.170.05 Determine Required Permits

Upon completion of the jurisdictional delineation and NES, CONSULTANT will confirm which, if any, aquatic resources permits are expected to be needed from which agency for the PROJECT. This information will be included in the IS/EA.

3-170.20 Freeway Agreements

CONSULTANT shall prepare revision to the map and exhibits needed in a Freeway Agreement and, if necessary, Freeway Maintenance Agreement.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map*

### **3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)**

#### 3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Draft / Final Final Project Report*

#### 3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

#### 3-108.10 Final Environmental Document (FED)

CONSULTANT shall update the DED to identify the rationale for selection of the Preferred Alternative. Subsequent to circulation of the FED, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the SBCTA Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received. CONSULTANT shall prepare a Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI) or Categorical Exclusion (CE) for Caltrans approval.

CONSULTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSULTANT will file the NOD electronically with the State Clearinghouse via CEQAnet. The NOD will also be posted by CONSULTANT with the San Bernardino County Clerk. It is assumed that the County filing fee will not exceed \$50. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed (assumed not to exceed \$3,000).

Based on the environmental technical studies previously discussed a Categorical Exclusion (CE) will be prepared pursuant to NEPA. CONSULTANT will prepare the CE/CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental Reference website for Caltrans approval. As part of the CE a brief (two to three sentence) summary of the findings of each of the technical studies will be included. No separate environmental document is assumed to be prepared to support the CE and none is included in this scope and cost. The Environmental Commitment Record included in the IS/MND will be attached to the CE that documents environmental commitments for the project. The CONSULTANT will also prepare and submit the NEPA CE Checklist.

All deliverables below are assumed to be electronic, except as noted.

Deliverables:

- *Responses to comments (included in final IS/MND; no separate submittals of the response to comments are assumed)*
- *Draft / Final IS/EA/MND/FONSI*
- *Draft / Final NOD*
- *Draft / Final NEPA Categorical Exclusion and NEPA Checklist*
- *Filing with San Bernardino County Clerk*

## *Minute Action*

AGENDA ITEM: 7

**Date:** *April 16, 2026*

**Subject:**

Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for Interstate 10 Contract 1 Landscape Project

**Recommendation:**

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

Approve Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for the Interstate 10 Contract 1 Landscape Design Project, to augment the scope of work, increase the contract amount by \$272,834.70 for a new not-to-exceed amount of \$1,672,845.54, and extend the contract expiration date to December 31, 2029, to be funded by Measure I Valley Freeway Program.

**Background:**

The Interstate 10 (I-10) Contract 1 Landscape Project is a follow-on Project to the I-10 Contract 1 Express Lane Project. In June 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the landscape design contract with EXP U.S. Services, Inc. (EXP).

During the landscape design phase, it was determined that there was a need to add drainage work to the design contract. In August 2024, Contingency Release No. OA was processed to add additional scope of work for a drainage system at the I-10/4<sup>th</sup> Street northbound on-ramp. The initial design presented to the California Department of Transportation (Caltrans), which included a detention basin, was rejected by Caltrans due to maintenance requirements.

Since the field conditions were in urgent need of a landscape contractor, it was agreed to separate the drainage work to allow the landscape design to obtain final approval. Design for the landscape work was approved by Caltrans in November 2025, and a construction contract was awarded in January 2026.

Through additional coordination, Caltrans has conceptually concurred with a revised drainage system. The redesign alleviates the need for ongoing routine maintenance by removing the detention basin; however, the drainage system length will increase by 600 feet. Additional budget is needed to complete the redesign. SBCTA staff and EXP have agreed on the additional scope of work identified in Exhibit A-1 and related cost increase of \$272,834.70 as noted in Exhibit B-1.

The design contract is also in need of extending the current expiration date of May 31, 2026, for three years to cover the construction phase as well as the plant establishment period. Extending the expiration date will allow EXP to provide construction support services through the construction phase.

Staff recommends the Board approve Amendment No. 1 to Contract No. 23-1002903 with EXP, for additional drainage design, increase in contract amount, and to extend the contract expiration date to December 31, 2029, as noted in the recommendation.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Metro Valley Study Session Agenda Item

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**Financial Impact:**

This item is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway program funds in Program 40, Project Delivery, Task No. 0820 Freeway Projects and Sub-Task No. 0823 I-10 Corridor Contract 1.

**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 draft amendment.

**Responsible Staff:**

Juan Lizarde, Project Manager

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Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026  
Witnessed By:



**AMENDMENT NO. 1 TO CONTRACT NO. 23-1002903**

**FOR**

**INTERSTATE 10 CONTRACT 1 LANDSCAPE SUPPLEMENTAL PROJECT**

**REPORT/ ENVIRONMENTAL REVALIDATION, PLANS, SPECIFICATIONS, AND**

**ESTIMATES PROFESSIONAL SERVICES**

**(EXP U.S. SERVICES, INC.)**

This Amendment No. 1 to Contract No. 23-1002903 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and EXP U.S. Services, Inc., (“CONSULTANT”), whose address is 451 Vanderbilt Way, Suite 375, San Bernardino, California 92408. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On June 23, 2023, SBCTA and CONSULTANT entered into Contract No. 23-1002903 (CONTRACT) for Project Report/Environmental Revalidation, and Plans, Specifications and Estimates Professional (PS&E) Services for the Interstate 10 Contract 1 Landscape Project (PROJECT) in the Cities of Montclair, Upland and, Ontario.
- B. On August 29, 2024, SBCTA approved Contingency Release 0A to add drainage design scope of work and budget.
- C. PARTIES now seek to amend the CONTRACT to amend the Scope of Work to include additional work related to the drainage design and increase the contract value from \$1,400,010.84 to \$1,672,845.54.
- D. PARTIES also seek to extend the expiration date to December 31, 2029, in order to account for the construction phase as well as the plant establishment period.

**IT IS THEREFORE MUTUALLY AGREED TO AMEND THE CONTRACT AS FOLLOWS:**

- 1. Section 4.1 of ARTICLE 4, PERIOD OF PERFORMANCE, is revised in its entirety to read as follows:
  - "4.1 This Contract shall go into effect on June 7, 2023, contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on December 31, 2029, unless extended by written amendment."

2. Section 5.9 of ARTICLE 5, ALLOWABLE COSTS AND PAYMENTS, is revised in its entirety to read as follows:

"5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$1,672,845.54."

3. Exhibit A, the "Scope of Work," of the CONTRACT is hereby amended to include the additional services described in "Exhibit A-1" attached to this Amendment No. 1, which is hereby incorporated herein by reference. The additional services described in Exhibit A-1 supplement and augment the original Scope of Work in the CONTRACT.

4. Exhibit B, the "Approved Cost Proposal," of the CONTRACT is hereby amended to include the additional costs described in "Exhibit B-1" attached to this Amendment No. 1, which is hereby incorporated herein by reference. The additional costs described in Exhibit B-1 are in addition to the original Approved Cost Proposal in the CONTRACT, as they are associated with the additional services described in Exhibit A-1.

5. Except as amended by this Amendment No. 1, all other terms and conditions of the CONTRACT shall remain in full force and effect.

6. This Amendment No. 1 will be effective upon execution by SBCTA.

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

DRAFT

Attachment: 23-1002903-01\_Draft Amendment (12192 : Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for I-10

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**EXP U.S. SERVICES, INC.**

By: \_\_\_\_\_  
Rick Denison  
President, Board of Directors

By: \_\_\_\_\_  
Ivan Dvorak  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hae-Jin (Priscilla) Ahn  
Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

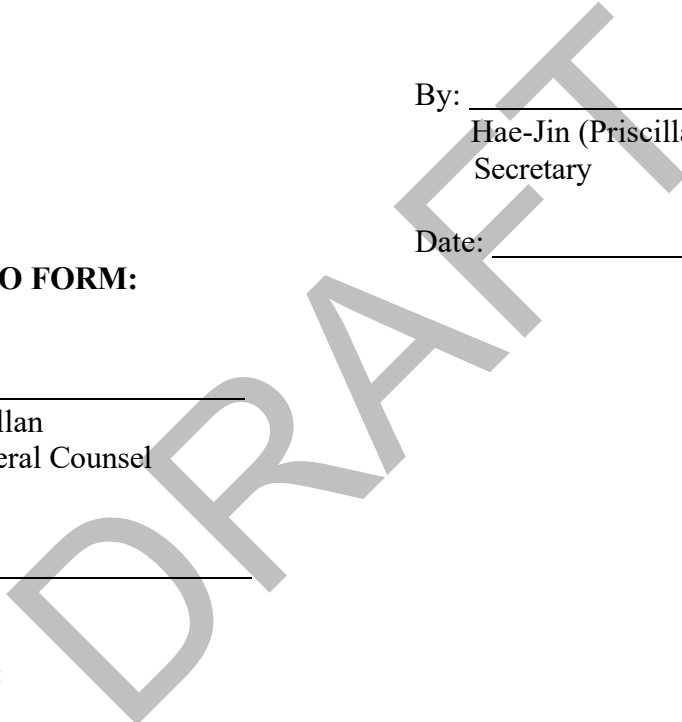
By: \_\_\_\_\_  
Iain J. MacMillan  
Assistant General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Alicia J. Bullock  
Procurement Manager

Date: \_\_\_\_\_



Attachment: 23-1002903-01\_Draft Amendment (12192 : Amendment No. 1 to Contract No. 23-1002903 with EXP U.S. Services, Inc., for I-10

# I-10 Express Lanes Landscape Contract

## EXP

### SCOPE OF SERVICES – 4<sup>th</sup> Street Drainage Addendum and Additional Construction Technical Support Request

Date: March 13, 2026

#### TASK 100 Project Management

##### Task 100.10-1 – Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Anticipated meetings include the following:

- Kick-Off Meeting (Virtual)
- Monthly PDT Meetings (Virtual) - 13 meetings through PA/ED, PS&E. and bidding.
- Field Review Meeting with SBCTA and Caltrans
- Environmental Focus Meeting (Virtual)
- Comment Resolution Meetings (Virtual) - Five (5) meetings through PA/ED and PS&E
- **Additional PDT Meetings**
- **Coordination Meetings for 4<sup>th</sup> Street Drainage design SBCTA and Caltrans**

**Budget Constraints:** Budget for Coordination and Meetings was included in the original Scope of Work or previous contingency release or amendment to cover the additional meetings for the above activities.

**Budget Adjustment Request:** Current Budget: \$69,366.43; **Additional Budget:** \$8,589.91

#### TASK 255 PREPARE FINAL DISTRICT PS&E PACKAGE

##### Task 255.2 – Final District PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

CONSULTANT shall prepare the Right of Way (ROW) Certification document package in compliance Chapter 14 of the Caltrans Right of Way Manual and Chapter 13, section 13.10 of the Caltrans Local

Assistance Procedures Manual. CONSULTANT shall prepare Certification Package from right of way and utility files and documents necessary to complete the Right of Way Certification for SBCTA's review.

Deliverables:

- Final PS&E Package (Modify existing package)
- Caltrans Right of Way Certification documents
- Utility Certification documents included in ROW Certification package

**Budget Constraints:** Budget for the Final District PS&E Package was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> street drainage system.

**Budget Adjustment Request:** Current Budget: \$98,577.97; **Additional Budget:** \$16,483.21

**Total EXP Budget Increase Request = \$25,073.12**

## I-10 Express Lanes Landscape Contract

Michael Baker International

**SCOPE OF SERVICES – 4<sup>th</sup> Street Drainage Addendum and Additional Construction  
Technical Support Request**

Date: March 13, 2026

### **TASK 100 Project Management**

#### Task 100.10-1 – Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Anticipated meetings include the following:

- Kick-Off Meeting (Virtual)
- Monthly PDT Meetings (Virtual) - 13 meetings through PA/ED, PS&E. and bidding.

- Field Review Meeting with SBCTA and Caltrans
- Environmental Focus Meeting (Virtual)
- Comment Resolution Meetings (Virtual) - Five (5) meetings through PA/ED and PS&E
- Biweekly coordination meetings with SBCTA (8 meetings) for 4<sup>th</sup> Street Drainage
- Technical workshops on 4<sup>th</sup> Street Drainage design with Caltrans and the City of Ontario

**Budget Constraints:** Budget for Coordination and Meetings was included in the original Scope of Work or previous contingency release or amendment to cover the additional meetings for the above activities.

**Budget Adjustment Request:** Current Budget: \$37,493.42; **Additional Budget:** \$21,365.14

## **TASK 230 PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E – 65% and 95%)**

### Task 230.05 – Draft Roadway Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Temporary Water Pollution Control Quantities (2 sheets)
- Construction Area Sign Plans (2 sheets)
- Construction Staging Plans (48 Sheets)
- Traffic Handling Plans (48 Sheets)
- Roadway Layout Sheets (1 modified and 1 new sheet)
- Construction Detail Sheets (2 modified sheets)
- Grading Sheet (1 modified Sheet)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

### Deliverables:

- 65% Plans
- 95% Plans

**Budget Constraints:** Budget for the Draft Roadway Plans was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$12,914.48; **Additional Budget:** \$17,807.08

### Task 230.10 – Draft Highway Planting Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Title Sheet (1 Sheet)
- Index Sheet (2 Sheets)
- Landscape Layout including Title Sheet, Index Map, Details and Quantities (41 sheets)
- Irrigation Plans including Details and Quantities (50 sheets)
- Water Efficient Landscape Calculations
- Highway Planting Plans including Details and Quantities (61 sheets)
- **Planting Plan (modify 1 sheet)**
- **Planting Quantities (modify 1 sheet)**

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

**Budget Constraints:** Budget for the Draft Highway Planting Plans was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes due to the 4<sup>th</sup> Street drainage system as there is an area within the Caltrans right-of-way that requires planting.

**Budget Adjustment Request:** Current Budget: \$219,141.56; **Additional Budget:** \$2,117.95

#### Task 230.10.20 – Draft Highway Irrigation Plans

Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following sheets:

- Irrigation Plan (modify 1 sheet)
- Irrigation Quantities (modify 1 sheet)

**Budget Constraints:** Budget for the Draft Highway Irrigation Plans was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes due to the 4<sup>th</sup> Street drainage system as there is an area within the Caltrans right-of-way that requires irrigation.

**Budget Adjustment Request:** Current Budget: \$114,937.03; **Additional Budget:** \$2,117.95

#### Task 230.10.99 – Draft Drainage Plans (Layouts, Profiles, Details, Quantities)

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following drainage engineering sheets:

- Drainage Plan Sheets (Modify 2 sheets and add 1 new sheet)
- Drainage Profile Sheets (Modify 2 Sheets)
- Drainage Detail Sheets (Modify 5 Sheets)
- Drainage Quantity Sheets (Modify 3 Sheets)

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

CONSULTANT to rework the drainage plans based off of the already SBCTA and Caltrans reviewed and agreed upon proposed layout. It is assumed that the drainage plans are a component of a larger plan set and will not be bid as an individual package.

The drainage plans were previously developed to the 95% level; however, selection of a new alternative requires the plans to be reworked from the conceptual stage.

**Budget Constraints:** Budget for the Draft Drainage Plans was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$49,875.47; **Additional Budget:** \$31,067.15

#### Task 230.25 – Draft Utility Location Plans

CONSULTANT shall prepare utility location plans following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. The plans shall show existing utilities. Proposed utilities and/or utility relocations are not anticipated for the project and therefore are not included in this scope of work.

- Utility Location Plans (45 sheets)
- Utility Location Plans (1 new sheet)
- Pothole exhibit

CONSULTANT shall coordinate the utility work at corner of the WB On-Ramp and 4<sup>th</sup> Street that is being installed with I-10 Contract 1 and prepare a pothole exhibit and updated the utility base file at the 4<sup>th</sup> Street intersection.

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

**Budget Constraints:** Budget for the Draft Utility Location Plans was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover additional tasks for the above activities.

**Budget Adjustment Request:** Current Budget: \$59,602.24; **Additional Budget:** \$3,552.39

Task 230.35 – Draft Specifications

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.

Deliverables:

- Draft Standard Special Provisions (Modify current SSPs)

**Budget Constraints:** Budget for the Draft Specifications was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$15,440.36; **Additional Budget:** \$8,500.02

Task 230.40 – Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

Deliverables:

- Draft Quantities and Estimates (Modify current quantities and estimates)

**Budget Constraints:** Budget for the Draft Specifications was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system

**Budget Adjustment Request:** Current Budget: \$10,207.73; **Additional Budget:** \$14,752.26

Task 230.50 – Drainage Report and Calculations

CONSULTANT to rework the drainage report and calculations based on of the SBCTA and Caltrans reviewed and agreed upon proposed layout. Calculations will be performed for the one selected design alternative. However, multiple hydraulic calculations are required to determine the flow balance between the parallel pipe system and each alternative revises the estimates of flow rates intercepted by the tributary catch basins.

The CONSULTANT will update the Hydrology (AES) calculations, Small Unit Hydrograph's, 2D Surface Flow Models, Street Capacity Calculations and Hydraulic calculations. It is assumed no

Pondpack calculations or updates are needed for the proposed drainage solution. This task assumes two rounds of review and comment by both the City of Ontario and Caltrans. Additionally, three comment clarification/resolution meetings are included with the understanding that both the Drainage Manager and Senior Drainage Engineer will attend each of these one-hour (estimated) meetings.

Deliverables:

- Modify current Draft Drainage Report and Calculations

**Budget Constraints:** Budget for the Drainage Report and Calculations was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$19,133.75; **Additional Budget:** \$38,143.18

Task 230.70 – Storm Drain Alternatives (NEW SUBTASK)

CONSULTANT previously prepared 3 new design alternatives for SBCTA and Caltrans to review and provide input. The three design alternatives include two variations of an underground detention system located within the Fernwood/Mobile Home Park and a third design that utilizes a parallel system that routes the flow through a pipe within the Fernwood/Mobile Home Park and eventually into 4<sup>th</sup> Street tying into the existing storm drain system. The additional budget listed below represents the total cost for the CONSULTANT to develop the design alternatives and go through the selection process with SBCTA and Caltrans.

Deliverables:

- Storm Drain Alternatives Exhibits

**Budget Constraints:** Budget for this new subtask was not anticipated or included in the original Scope of Work or previous contingency release or amendment.

**Budget Adjustment Request:** Current Budget: \$0.00; **Additional Budget:** \$27,886.12

## **TASK 255 PREPARE FINAL DISTRICT PS&E PACKAGE**

Task 255.2 – Final District PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

CONSULTANT shall prepare the Right of Way (ROW) Certification document package in compliance Chapter 14 of the Caltrans Right of Way Manual and Chapter 13, section 13.10 of the Caltrans Local Assistance Procedures Manual. CONSULTANT shall prepare Certification Package from right of way

and utility files and documents necessary to complete the Right of Way Certification for SBCTA's review.

Deliverables:

- Final PS&E Package (Modify existing package)
- Caltrans Right of Way Certification documents
- Utility Certification documents included in ROW Certification package

**Budget Constraints:** Budget for the Final District PS&E Package was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$89,684.50; **Additional Budget:** \$19,583.41

Task 255.5 – Final Drainage Report and Calculations (NEW SUBTASK)

CONSULTANT shall update the Final Drainage Report and Calculations for final constructability review by Caltrans, SBCTA, the City, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package.

Deliverables:

- Modify the current Final Drainage Report and Calculations

**Budget Constraints:** Budget for the Final Drainage Report and Calculations was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional changes of the 4<sup>th</sup> Street drainage system.

**Budget Adjustment Request:** Current Budget: \$0; **Additional Budget:** \$6,166.96

## **TASK 270 CONSTRUCTION ENGINEERING**

Task 270.2 – Construction Technical Support

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

CONSULTANT was required to provide additional services beyond the original scope in order to address work initiated after the bid set submittal. Following issuance of the bid set, Caltrans electrical reviewers submitted an additional round of comments that necessitated further review, design revisions, and preparation of a Bid Addendum PS&E package. The review comments were submitted after the design had been completed and required additional engineering and coordination effort that was not included in the contract services for this task.

In addition, field verification of existing irrigation equipment installed under the Phase 1 contract could not be reliably performed. Site conditions were actively changing during design development, and as-built drawings for the irrigation system were not available to the CONSULTANT. As a result, additional coordination was required to identify existing equipment, confirm operational conditions, and integrate the irrigation system with project communications infrastructure that exceeded what could reasonably have been anticipated under the original scope of work.

**Budget Constraints:** Budget for Construction Technical Support was included in the original Scope of Work or previous contingency release or amendment. Additional fee is necessary to cover the additional Caltrans comments, expanded coordination related to the irrigation controllers and field conditions, and 4<sup>th</sup> Street drainage technical support.

**Budget Adjustment Request:** Current Budget: \$29,105.67; **Additional Budget:** \$54,701.97

**Total EXP Budget Increase Request = \$247,761.58**

DRAFT

**EXHIBIT "B.1"**  
**COMPENSATION SUMMARY<sup>1</sup>**

FIRM	PROJECT TASKS/ROLE	COST
<i><b>Prime Consultant:</b></i>		
EXP U.S. Services, Inc.	Project Management	\$ 25,073.12
<i><b>Sub Consultants:</b></i>		
Michael Baker International	Prepare Draft Plans, Specifications, & Estimate	247,761.58
<b>TOTAL COSTS</b>		<b>\$ 272,834.70</b>

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

DRAFT

Attachment: Exhibit B-1 Compensation Summary EXP - TO BE ADDED WITH AGENDA ITEM CONTRACT (12192 : Amendment No. 1 to Contract

## *Minute Action*

AGENDA ITEM: 8

***Date:*** April 16, 2026

***Subject:***

Interstate 10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454

***Recommendation:***

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

Approve Contract No. 26-1003454, a Term Loan Agreement with San Bernardino County (County) developed for the Interstate 10/Cedar Avenue Interchange Project as directed by the Board on April 1, 2026, in an amount not-to-exceed \$13,995,381, to be funded with \$3,261,142 of the County's Major Street – Arterial Sub-Program funds and with \$10,734,239 of Valley Freeway Interchange Program funds, which contains a provision that a \$2,750 loan fee for Lender's additional costs of administering the Term Loan will be paid by the County upon execution of the agreement and a deposit of \$19,887,619 will be paid by the County, including invoices previously paid, prior to any loan draws.

***Background:***

Construction of the Interstate 10 (I-10)/Cedar Avenue Interchange Project (Project) began in January 2023, with an original scheduled completion date of April 2025. As reported at the March 2026 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, while the Cedar Avenue bridge over I-10 and west-bound ramps are substantially complete, there has been a substantial delay in demolition of the overhead bridge over the railroad tracks south of I-10 due to the number of work windows provided by Union Pacific Railroad to date. This has translated to cost increases that San Bernardino County (County) is not able to support with the development impact fee (DIF) funds available in the City of Rialto sphere, where Cedar Avenue is located.

Because this is the highest priority interchange on the interchange priority list, staff recommended an amendment to the Valley Freeway Interchange Program policy, which the Board approved on April 1, 2026, to allow for borrowing funds from the Valley Freeway Interchange Program, subject to the required case-by-case analysis of the feasibility, risks, and potential impacts of each loan. At that time, the Board also directed staff to develop a term loan agreement with the County to allow for the County to borrow up to \$13,995,381 of the estimated \$35,831,200 developer share of Project costs, to be funded by \$3,261,142 of the County's share of Valley Major Street – Arterial Sub-Program funds and \$10,734,239 in Valley Freeway Interchange Program funds.

Term Loan Agreement No. 26-1003454 has been developed pursuant to this Board direction. The specific terms are as follows:

- The total developer share of Project costs for the Right-of-Way and Construction phases is \$35,831,200. The County has received a credit of \$1,948,200 for costs that exceeded the Local Share of Environmental and Final Design costs completed pursuant to Contract No. 17-1001710, leaving a Local Share of \$33,883,000 for the Right-of-Way and Construction phases.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Metro Valley Study Session Agenda Item

April 16, 2026

Page 2

- The County will continue to pay invoices submitted by SBCTA for Project costs as incurred, up to a total amount of \$19,887,619, using DIF funds, which includes \$200,000 for Right-of-Way support costs that the County incurred.
- After payment of these DIF funds, SBCTA will make draws on the County's share of Valley Major Street – Arterial Sub-Program funds up to the amount of \$3,261,142 to cover the County's share of Project costs as costs are incurred.
- After draws on the Valley Major Street – Arterial Sub-Program funds have been maximized, SBCTA will make draws on Valley Freeway Interchange Program funds up to the amount of \$10,734,239 to cover the County's share of Project costs as costs are incurred.
- After the first draw has been made, and as DIF funds are collected in the City of Rialto sphere, the County will transfer uncommitted DIF funds until the loan amount is paid in full.
- If the loan amount is not paid in full by the end of Measure I 2010-2040, the repayment obligation will be considered fulfilled, and Valley Freeway Interchange Program funds will reimburse the County's share of any Valley Major Street – Arterial Sub-Program funds that have not been repaid by DIF funds.

As the Board is aware, and as noted with the approval of the amendment to the Valley Freeway Interchange Program policy, delivery of the Valley Freeway Interchange Program has been supported through bonding, with the most recent bonding occurring in January 2026 and potential bonding planned in 2028. Any increases in planned interchange expenditures will translate to additional bonding needs. The potential exposure of the proposed Term Loan Agreement is an increased bonding need of \$10,734,239 in the near-term, which is estimated to result in an interest cost of around \$4 million, and a potential \$3,261,142 need in 2040 to pay back the Valley Major Street – Arterial Sub-Program if no DIF funds are collected through 2040, which is an unlikely scenario. Currently, the estimated ending balance for the Valley Freeway Interchange Program in 2040 is about \$169 million when considering current and planned commitments. The proposed Term Loan Agreement could reduce that to \$151 million based on current estimated costs and revenue projections and assuming no DIF funds are collected. Staff recommends approval of the Term Loan Agreement as it will not impact the ability to fund other planned projects and will ensure that the highest priority on the interchange priority list can be completed.

**Financial Impact:**

This item is consistent with the Fiscal Year 2025/2026 Budget in Program 40, Project Delivery, Task 0830, Interchange Projects.

**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 agreement.

**Responsible Staff:**

Andrea Zureick, Deputy Executive Director

Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026

Witnessed By:

**General Contract Information**

Contract No: Z26-1003462 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Fund Administration  
 Customer ID: SB CO Customer Name: San Bernardino County  
 Description: I-10/Cedar Avenue Interchange Term Loan Agreement - Loan Deposit and Fee

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract*	\$	19,690,369.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>19,690,369.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
*incl \$2,750 loan fee	<b>Total Dollar Authority (Contract Value and Contingency)</b>			<b>\$</b>	<b>19,690,369.00</b>

**Contract Authorization**

Board of Directors Date: 5/6/2026 Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Local Funding Agreement N/A

**Accounts Receivable**

Total Contract Funding:	\$	19,690,369.00	Funding Agreement No:	26-1003454																																																																																																																			
Beginning POP Date:	5/6/2026	Ending POP Date:	12/31/2039	Final Billing Date:	12/31/2039																																																																																																																		
Expiration Date:	12/31/2039	Fund Admin:	Yes																																																																																																																				
Parent Contract	18-1001962	PM Description	I-10 Cedar Term Loan Agreement Deposit																																																																																																																				
Z-Related Contracts	Z19-1002176, Z26-1003454																																																																																																																						
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Nohemi Moran

Project Manager (Print Name)

Ryan Graham

Task Manager (Print Name)

Additional Notes: This covers a portion of the receivable of \$33,683,000 in cooperative agreement 18-1001962 with the balance to be covered by the term loan agreement. The County pays \$200,000 for right-of-way costs that don't go through the SBCTA budget.

**General Contract Information**

Contract No: 26-1003454 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Fund Administration  
 Customer ID: SB CO Customer Name: San Bernardino County  
 Description: I-10/Cedar Avenue Interchange Term Loan Agreement - Loan Receivable

List Any Accounts Payable Related Contract Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	13,995,381.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>13,995,381.00</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>-</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>				<b>\$</b>	<b>13,995,381.00</b>

**Contract Authorization**

Board of Directors \_\_\_\_\_ Date: 5/6/2026 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

**Contract Management (Internal Purposes Only)**

Local \_\_\_\_\_ Funding Agreement \_\_\_\_\_ N/A \_\_\_\_\_

**Accounts Receivable**

Total Contract Funding:	\$	13,995,381.00	Funding Agreement No:	26-1003454									
Beginning POP Date:	<u>5/6/2026</u>	Ending POP Date:	<u>12/31/2039</u>	Final Billing Date:	<u>12/31/2039</u>								
Expiration Date:	<u>12/31/2039</u>	Fund Admin:	Yes										
Parent Contract	<u>18-1001962</u>	PM Description	<u>I-10 Cedar Term Loan Agreement</u>										
Z-Related Contracts	<u>Z19-1002176</u>												
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GL:						-							-
GL:						-							-
GL:						-							-

Nohemi Moran

Project Manager (Print Name)

Ryan Graham

Task Manager (Print Name)

Additional Notes: Receivables will first credit County's share of 4131 up to \$3,261,142 and then 4120 up to \$10,734,239

Attachment: CSS 26-1003454 - Loan Receivable (12411 : I-10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454)

**MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM**

**TERM LOAN AGREEMENT NO. 26-1003454**

**(Policy 40005 VFI 23-4)**

**SAN BERNARDINO COUNTY**

**INTERSTATE 10/CEDAR AVENUE INTERCHANGE PROJECT)**

This Term Loan Agreement, nominally dated \_\_\_\_\_, 2026, is entered into on the Effective Date by and between San Bernardino County (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.

**RECITALS**

- A. On December 5, 2012, Lender’s Board of Directors (Board) established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On January 9, 2019, Borrower and Lender entered into Contract No.18-1001962 setting forth the funding and other obligations of Borrower and Lender for all phases of the Interstate 10/Cedar Avenue Interchange Project in the unincorporated community of the City of Bloomington.
- C. Contract No. 18-1001962 has since been amended twice to extend the termination date and adjust the Parties’ respective funding responsibilities based on revised Project Costs (defined below).
- C. Under Contract No. 18-1001962, Borrower is obligated to fund its Local Share of estimated Project Costs in an amount not to exceed \$33,883,000.
- D. Borrower has requested that Lender loan Borrower a portion of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-4) in an amount not to exceed \$13,995,381.

**In consideration** of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

## ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

**Agreement** means this Term Loan Agreement, nominally dated May 6, 2026, entered into between Borrower and Lender, as it may be amended from time to time.

**Agreement Termination Date** means the date as described in Section 3.9.

**Borrower** means San Bernardino County.

**Collateral** means Borrower's Uncommitted Development Impact Fees and Valley Major Street Program – Arterial Sub-Program Funds up to the Loan Amount, as more fully described in Exhibit "A".

**Contract No. 18-1001962** means the Contract between San Bernardino County and the San Bernardino County Transportation Authority (SBCTA) for the Right-of-Way and Construction of the Interstate 10/Cedar Avenue Interchange Project.

**Cost Buy-Down for Project** means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Valley Freeway Interchange Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

**Development Impact Fees** or **DIF** means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

**Development Mitigation Annual Report** means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SBCTA Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

**Draw** means an advance made by Lender first from Borrower's Valley Major Street Program – Arterial Sub-Program Funds, up to the amount of Three Million, Two Hundred Sixty-One Thousand, One Hundred Forty-Two Dollars (\$3,261,142), and then from Lender's Valley Freeway Interchange Program Funds, up to the amount of Ten Million, Seven Hundred Thirty-Four Thousand, Two Hundred Thirty-Nine Dollars (\$10,734,239), in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

**Effective Date** means the date this Agreement is executed by Lender.

**Lender** means the San Bernardino County Transportation Authority.

**Lien** means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

**Loan Amount** means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed \$13,995,381.

**Loan Due Date** means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

**Loan Fee** means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SBCTA Nexus Study of thirty percent (30%); plus (2) one-hundred percent (100%) of SBCTA management and oversight costs for the Project. The Local Share is estimated to be \$35,831,200 less credit of \$1,948,200 for costs that exceeded the Local Share of Environmental and Final Design costs completed pursuant to Contract No. 17-1001710, leaving a Local Share of \$33,883,000.

**Local Share Project Cost Deposit** means the amount Borrower has available for the Local Share for the Project, which is Nineteen Million, Eight Hundred Eighty-Seven Thousand, Six Hundred Nineteen Dollars (\$19,887,619), including deposits made prior to execution of Agreement. The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

**Measure I** means the one-half of one percent ( $\frac{1}{2}\%$ ) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

**Nexus Study** means that study approved by the SBCTA Board on April 3, 2024, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

**Person** means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

**Phase Costs** means the estimated cost of the Project Phase.

**Project** means the Interstate 10/Cedar Avenue Interchange Project in the unincorporated community of the City of Bloomington, as more fully described in Contract No. 18-1001962.

**Project Costs** means the total cost of the Right-of-Way and Construction of the Project, which is estimated to be \$123,504,000.

**Project Phase** means the Right-of-Way work or Construction work for the Project.

**Public Share** means the share of Project Costs assigned as SBCTA’s contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

**SBCTA** means the San Bernardino County Transportation Authority.

**Term Loan** means Lender’s lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

**Uncommitted Development Impact Fees** means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit “B”.

**Valley Freeway Interchange Policy** means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SBCTA Board April 1, 2009, as revised December 5, 2012, February 5, 2014, December 7, 2016, January 4, 2017, September 6, 2017, and April 1, 2026.

**Valley Freeway Interchange Program** means the Measure I program in the Valley subarea that provides funds for interchange projects included in the Nexus Study. For the purposes of this Agreement the Project must be identified in the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of Agreement.

**Valley Major Street Program – Arterial Sub-Program** means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program Funds available are determined by equitable share allocation amounts to individual local jurisdictions each Fiscal Year with a cumulative fund balance carried forward equal to the amount for which the local jurisdiction has not sought reimbursement.

## ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. As the Project moves forward, SBCTA shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for Borrower's Local Share of Project Costs incurred to date. Borrower shall pay invoices up to the Local Share Project Cost Deposit. After the Local Share Project Cost Deposit has been fully paid to Lender, Lender shall make a Draw in an amount equal to the invoiced amount. In the event an invoice exceeds the remaining Local Share Project Cost Deposit, Lender shall make a Draw for the difference between the invoiced amount and the balance of the Local Share Project Cost Deposit. Each Draw shall become principal on the Loan Amount. In the case that the Draw is from the Valley Major Street Program – Arterial Sub-Program Funds, the Valley Major Street Program – Arterial Sub-Program Funds available to the Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole sources of any Draws shall first be Borrower's Valley Major Street Program – Arterial Sub-Program Funds and then Lender's Valley Freeway Interchange Program Funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Valley Major Street Program – Arterial Sub-Program and Valley Freeway Interchange Program Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SBCTA for payment of Borrower's Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

### **ARTICLE THREE—GENERAL CREDIT PROVISIONS**

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Not later than thirty (30) calendar days after SBCTA invoices Borrower, Borrower shall pay SBCTA up to the Local Share Project Cost Deposit of Nineteen Million, Eight Hundred Eighty-Seven Thousand, Six Hundred Nineteen Dollars (\$19,887,619), from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit “A”. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date SBCTA issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SBCTA’s records as a reduction of the Loan Amount.

3.5 Release of Valley Major Street Program – Arterial Sub-Program. Within thirty (30) calendar days after Lender’s receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2 in an amount equal to Borrower’s Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower’s obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

#### **ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Annual Comprehensive Financial Report for Fiscal Year 2024/2025, which has been delivered to Lender, fairly and accurately reflects Borrower's financial condition as of June 30, 2025, and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of the projects for which Borrower has previously committed to expend Development Impact Fees, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

## ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for four (4) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis prepared for the Valley Major Street Program – Arterial Sub-Program the amount of this Loan, the use of the Loan funds and the Borrower’s plan for repayment of the Loan.

5.5 Intentionally omitted.

5.6 General Credit Provisions. Comply with and perform all of Borrower’s payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower’s performance under this Agreement.

## ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral 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 Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement 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 Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

## **ARTICLE SEVEN—EVENTS OF DEFAULT**

7.1 Event of Default. An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable (“Monetary Event of Default”); or any other breach or default (“Non-Monetary Event of Default”) by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the “Applicable Cure Period”), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender's sole discretion withhold Valley Major Street Program – Arterial Sub-Program Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SBCTA's Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

## ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower  
San Bernardino County  
Attention: County Administrative Officer

To: Lender  
SBCTA  
Attention: Executive Director  
1170 W. Third Street  
San Bernardino, CA 92410  
Fax No.: (909) 885-4407

Fax No.: [Click here to enter text.](#)

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.3 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.4 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.6 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.7 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (a) collecting any sum which becomes due Lender under this Agreement, or (b) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.9 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.10 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.11 Construction of Agreement. 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.

8.12 Exhibits. Exhibit "A"--Collateral and Exhibit "B"—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.13 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.14 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

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

DRAFT

Attachment: 26-1003454 (12411 : I-10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454)

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

**SAN BERNARDINO COUNTY**

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Dawn M. Rowe  
Chair Board of Supervisors

By: \_\_\_\_\_  
Rick Denison  
President, Board of Directors

Date: \_\_\_\_\_

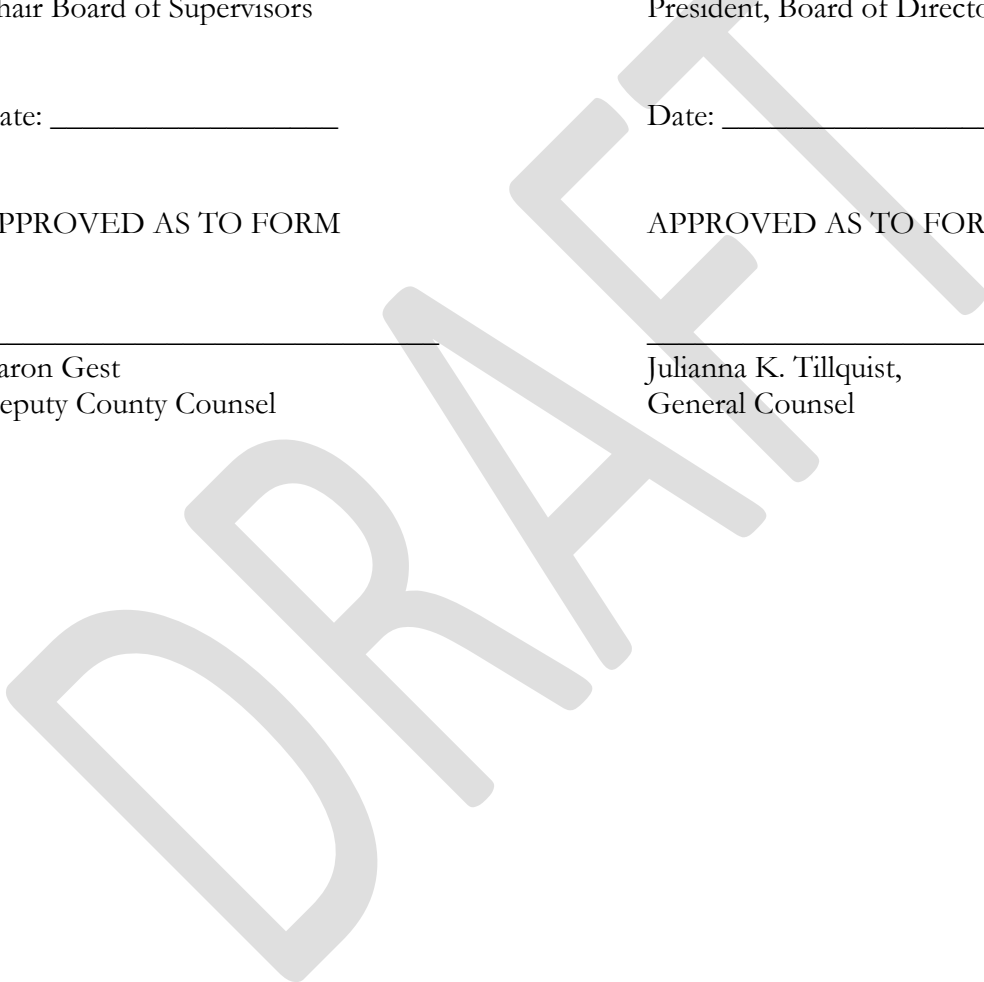
Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Aaron Gest  
Deputy County Counsel

\_\_\_\_\_  
Julianna K. Tillquist,  
General Counsel



Attachment: 26-1003454 (12411 : I-10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454)

**EXHIBIT “A”—COLLATERAL  
COLLATERAL FOR TERM LOAN AGREEMENT NO. 26-1003454**

1. Any and all of the San Bernardino County Uncommitted Development Impact Fees received by or to be received by San Bernardino County in the unincorporated Rialto Subarea, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by the San Bernardino County locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the projects identified in Exhibit “B”.
  
2. Any and all of San Bernardino County Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of Three Million, Two Hundred Sixty-One Thousand, One Hundred Forty-Two Dollars (\$3,261,142). Valley Major Street Program – Arterial Sub-Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to San Bernardino County for expenditure on Nexus Study Arterial projects.

**EXHIBIT “B”—DIF COMMITTED PROJECTS & DIF AMOUNTS  
COMMITTED**

DRAFT

Attachment: 26-1003454 (12411 : I-10/Cedar Avenue Interchange Term Loan Agreement No. 26-1003454)

## *Minute Action*

AGENDA ITEM: 9

**Date:** *April 16, 2026*

**Subject:**

Measure I Valley Major Street Program - Arterial Sub-Program Allocation Planning for Fiscal Year 2026/2027

**Recommendation:**

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2026/2027 Budget: Valley Major Street Program - Arterial Sub-Program for \$35,858,427.73.

**Background:**

San Bernardino County Transportation Authority (SBCTA) staff has prepared allocation estimates for the Measure I Valley Major Street Program - Arterial Sub-Program (Arterial Sub-Program) for Fiscal Year (FY) 2026/2027. This allocation information is intended for both SBCTA and its member agencies to use during the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes the Arterial Sub-Program prior years' allocations, the proposed FY 2026/2027 allocations, invoiced reimbursements, and arterial loans as of February 26, 2026.

On June 3, 2020, after a reconciliation of the Arterial Sub-Program, three jurisdictions were identified as receiving allocations in excess of their equitable share of cumulative revenue within the program. The excess allocation of the share was a function of participating in the Project Advancement Agreement Program. To restore jurisdictional equity within the Arterial Sub-Program, the SBCTA Board of Directors (Board) approved a 15-year allocation adjustment strategy that adjusts future allocations among jurisdictions until jurisdictional equity is restored within the Arterial Sub-Program. FY 2026/2027 includes the sixth of 15 years of allocation adjustments.

On the following page, Table 1 shows the overall proposed FY 2026/2027 Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2010/2011 through FY 2026/2027, and the invoices processed or processing as of March 4, 2026. An expanded table showing how the recommended allocations were derived is provided in Attachment 1.

**Table 1 - Arterial Sub-Program FY 2026/2027 Allocation Proposal and Status**

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<b>Proposed FY26/27 Allocation</b> Est * Equitable Share + Equitable Share Adjustment	<b>Proposed Cumulative Allocations FY10/11-26/27</b>	<b>Arterial Invoicing Reimbursements thru FY25/26</b> (at 3/4/26)	<b>Balance of Allocation Available thru FY26/27</b> Col D - Col E
<b>Chino</b>	7.591%	\$ 2,879,564.27	\$ 29,583,878.34	\$2,708,725.43	<b>\$26,875,152.91</b>
<b>Chino Hills</b>	2.194%	\$0.00	\$11,872,922.74	\$8,687,344.18	<b>\$3,185,578.56</b>
<b>Colton</b>	2.534%	\$ 1,000,384.01	\$ 9,591,257.66	\$419,427.15	<b>\$9,171,830.51</b>
<b>Fontana</b>	19.400%	\$ 5,590,258.15	\$ 90,827,383.93	\$54,475,188.27	<b>\$36,352,650.66</b>
<b>Grand Terrace</b>	1.389%	\$548,355.72	\$ 5,257,402.09	\$151,461.76	<b>\$5,105,940.33</b>
<b>Highland</b>	6.777%	\$ 2,669,581.80	\$ 25,693,790.97	\$12,754,574.61	<b>\$12,939,216.36</b>
<b>Loma Linda</b>	4.074%	\$ 1,608,352.19	\$ 15,420,198.78	\$5,953,847.54	<b>\$9,466,351.24</b>
<b>Montclair</b>	0.597%	\$ 235,686.37	\$ 2,259,660.93	\$1,913,734.40	<b>\$345,926.53</b>
<b>Ontario</b>	12.272%	\$ 4,844,795.80	\$ 46,449,847.67	\$16,461,240.94	<b>\$29,988,606.73</b>
<b>Rancho Cucamonga</b>	5.044%	\$ 1,605,454.99	\$ 22,247,347.32	\$12,201,187.56	<b>\$10,046,159.76</b>
<b>Redlands</b>	4.854%	\$ 1,916,284.13	\$ 18,372,519.61	\$2,112,512.00	<b>\$16,260,007.61</b>
<b>Rialto</b>	3.831%	\$ 1,468,644.12	\$ 14,818,448.94	\$11,954,819.79	<b>\$2,863,629.15</b>
<b>San Bernardino</b>	7.857%	\$ 3,101,822.08	\$ 29,738,954.79	\$12,540,772.87	<b>\$17,198,181.92</b>
<b>Upland</b>	2.743%	\$ 1,082,893.98	\$ 10,382,328.24	\$3,158,456.91	<b>\$7,223,871.33</b>
<b>Yucaipa</b>	5.965%	\$ 2,222,314.90	\$ 23,540,789.40	\$18,927,117.34	<b>\$4,613,672.06</b>
<b>County</b>	12.878%	\$ 5,084,035.23	\$ 48,743,573.86	\$6,458,573.00	<b>\$42,285,000.86</b>
<b>TOTALS</b>	<b>100.00%</b>	<b>\$ 35,858,427.73</b>	<b>\$ 404,800,760.25</b>	<b>\$170,878,983.75</b>	<b>\$233,921,776.50</b>

Upon Board approval of the allocation included in Column C, each jurisdiction will have access to its balance of allocations available, which is reflected in Column F.

Table 1, Column D, includes the proposed cumulative allocations and the equitable share adjustments from the 15-year allocation adjustment strategy. Column D also includes the outstanding balance of Term Loan Agreements with the Cities of Highland and Montclair for the development fair share on completed interchange projects. The Arterial Sub-Program was used as collateral for both jurisdictions and their loans with SBCTA. Each year, as repayment is made and the loan balance decreases, the balance of the allocation available in Column F will increase by a like amount.

Table 2 on the following page, shows the remaining balances to be adjusted after this sixth adjustment in the 15-year strategy.

**Table 2 – FY 2026/2027 – Sixth Year of 15-year Equitable Share Adjustments and Balances**

Jurisdiction	FY 25/26 Total Allocation (Over)/Under Revenue Share	FY 26/27 Proposed Allocation Adjustment	Remaining Allocation (Over)/Under Revenue Share
Chino	\$1,292,612.90	\$157,551.02	\$1,135,061.88
Chino Hills	-\$3,636,467.60	-\$786,733.90	-\$2,849,733.70
Colton	\$752,602.28	\$91,731.45	\$660,870.83
Fontana	-\$13,662,768.26	-\$1,366,276.83	-\$12,296,491.44
Grand Terrace	\$412,535.35	\$50,282.16	\$362,253.19
Highland	\$1,964,596.04	\$239,456.15	\$1,725,139.89
Loma Linda	\$1,209,984.89	\$147,479.85	\$1,062,505.04
Montclair	\$177,310.01	\$21,611.55	\$155,698.46
Ontario	\$3,644,804.75	\$444,249.55	\$3,200,555.20
Rancho Cucamonga	-\$2,032,441.08	-\$203,244.11	-\$1,829,196.97
Redlands	\$1,441,646.21	\$175,716.05	\$1,265,930.16
Rialto	\$778,661.93	\$94,907.75	\$683,754.18
San Bernardino	\$2,333,542.28	\$284,425.42	\$2,049,116.87
Upland	\$814,675.64	\$99,297.30	\$715,378.33
Yucaipa	\$683,916.90	\$83,359.69	\$600,557.22
County	\$3,824,787.77	\$466,186.91	\$3,358,600.86
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

It should also be noted that on January 9, 2019, the Board approved an increase to the allocation percentage of the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Arterial Sub-Program effective on April 1, 2020. The modification to the allocation percentages between sub-programs are reflected in the numbers in the above tables and Attachment 1. Additionally, Policy No. 40006, Valley Major Street Program Measure I 2010-2040 Strategic Plan, states that beginning in FY 2018/2019, the Valley Major Street Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Per Strategic Plan Policy VMS-2, this funding split between sub-programs will be maintained until FY 2038/2039 or until otherwise amended by the Board.

***Financial Impact:***

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The information is provided to assist local jurisdictions in their budget planning 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:***

Nohemi Moran, Management Analyst II

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Approved  
Board of Directors Metro Valley Study Session  
Date: April 16, 2026  
Witnessed By:

FY 2026/2027 Proposed Allocations Measure I Major Street Projects Program

ATTACHMENT 1

Estimated FY 26/27 Major Streets Revenue	\$ 35,686,000.00
Excess FY 24/25 Major Streets Revenue <sup>(1)</sup>	\$ 113,327.00
FY 26/27 Major Streets Allocation	\$ 35,799,327.00
Arterial Portion (80%)	\$ 28,639,461.60
Adjustment for FY 24/25 Interest Allocation	\$ 7,302,232.13
Adjustment for final FY 25/26 Indirect Allocation <sup>(2)</sup>	(\$ 52,308.00)
Adjustment for estimated FY 26/27 Indirect Allocation	(\$ 30,958.00)
<b>FY 26/27 Arterial Allocation Estimate</b>	<b>\$ 35,858,427.73</b>
FY 26/27 Grade Separation Allocation Estimate (20%)	\$ 7,159,865.40

Jurisdiction and Share		Allocations and Invoicing									Additional Information
A	B	C	D	E	F	G	H	I	J	K	L
Jurisdiction	Equitable Share	Cumulative Allocations <sup>(2)</sup> FY10/11-25/26	Unadjusted FY26/27 Allocation	Allocation Adjustment <sup>(3)</sup>	Proposed FY26/27 Allocation	Cumulative Allocations FY10/11-26/27	Project Advancement Agreement Final Reimbursements	Outstanding Arterial Loan Draws at 2/26/2026	Arterial Invoicing Reimbursements at 3/4/2026 <sup>(4)</sup>	Balance of Allocation Available thru FY26/27	Arterial Loan Available at 2/26/2026
			Est * Equitable Share			Sum (Col C & Col F)	PAA Database	Eden Financial system	Invoice Tracking Log	Col G - Sum (Col H to Col J)	
Chino	7.591%	\$26,704,314.07	\$ 2,722,013.25	\$157,551.02	\$ 2,879,564.27	\$29,583,878.34	\$2,409,779.49		\$298,945.94	\$26,875,152.91	
Chino Hills	2.194%	\$11,872,922.74	\$ 786,733.90	-\$786,733.90	\$ 0.00	\$11,872,922.74	\$8,687,344.18		\$0.00	\$3,185,578.56	
Colton	2.534%	\$8,590,873.65	\$ 908,652.56	\$91,731.45	\$ 1,000,384.01	\$9,591,257.66			\$419,427.15	\$9,171,830.51	
Fontana	19.400%	\$85,237,580.78	\$ 6,956,534.98	-\$1,366,276.83	\$ 5,590,258.15	\$90,827,838.93	\$34,928,457.14		\$19,546,731.13	\$36,352,650.66	
Grand Terrace	1.389%	\$4,709,046.37	\$ 498,073.56	\$50,282.16	\$ 548,355.72	\$5,257,402.09			\$151,461.76	\$5,105,940.33	
Highland	6.777%	\$23,024,209.17	\$ 2,430,125.65	\$239,456.15	\$ 2,669,581.80	\$25,693,790.97	\$120,709.61	\$6,316,932.50	\$0.00	\$19,256,148.86	\$ 2,365,430.50
Loma Linda	4.074%	\$13,811,846.59	\$ 1,460,872.35	\$147,479.85	\$ 1,608,352.19	\$15,420,198.78			\$5,953,847.54	\$9,466,351.24	
Montclair	0.597%	\$2,023,974.56	\$ 214,074.81	\$21,611.55	\$ 235,686.37	\$2,259,660.93		\$1,907,426.00	\$6,308.40	\$345,926.53	\$ 1,990,241.00
Ontario	12.272%	\$41,605,051.87	\$ 4,400,546.25	\$444,249.55	\$ 4,844,795.80	\$46,449,847.67			\$16,461,240.94	\$29,988,606.73	
Rancho Cucamonga	5.044%	\$20,641,892.34	\$ 1,808,699.09	-\$203,244.11	\$ 1,605,454.99	\$22,247,347.32	\$6,771,580.86		\$5,429,606.70	\$10,046,159.76	
Redlands	4.854%	\$16,456,235.48	\$ 1,740,568.08	\$175,716.05	\$ 1,916,284.13	\$18,372,519.61			\$2,112,512.00	\$16,260,007.61	
Rialto	3.831%	\$13,349,804.82	\$ 1,373,736.37	\$94,907.75	\$ 1,468,644.12	\$14,818,448.94	\$899,731.56		\$11,055,088.23	\$2,863,629.15	
San Bernardino	7.857%	\$26,637,132.71	\$ 2,817,396.67	\$284,425.42	\$ 3,101,822.08	\$29,738,954.79			\$12,540,772.87	\$17,198,181.92	
Upland	2.743%	\$9,299,434.27	\$ 983,596.67	\$99,297.30	\$ 1,082,893.98	\$10,382,328.24			\$3,158,456.91	\$7,223,871.33	
Yucaipa	5.965%	\$21,318,474.50	\$ 2,138,955.21	\$83,359.69	\$ 2,222,314.90	\$23,540,789.40	\$2,724,856.41		\$16,202,260.93	\$4,613,672.06	
County	12.878%	\$43,659,538.63	\$ 4,617,848.32	\$466,186.91	\$ 5,084,035.23	\$48,743,573.86			\$6,458,573.00	\$42,285,000.86	
<b>TOTALS</b>	<b>100.00%</b>	<b>\$368,942,332.52</b>	<b>\$35,858,427.73</b>	<b>\$0.00</b>	<b>\$35,858,427.73</b>	<b>\$404,800,760.25</b>	<b>\$56,542,459.25</b>	<b>\$8,224,358.50</b>	<b>\$99,795,233.50</b>	<b>\$240,238,709.00</b>	<b>\$4,355,671.50</b>

- NOTES:  
 (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19  
 (2) Includes Project Advancement Agreement reimbursements from Major Street Arterial subprogram dollars.  
 (3) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020)  
 (4) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

<u>Excess Revenue Calculations</u>	
FY 24/25 actual Major Streets Revenue	\$ 35,104,327.00
FY 24/25 planned Major Streets	\$ 34,991,000.00
Excess actual over planned	\$ 113,327.00

Attachment: Attachment 1 FY26-27 Arterial Allocations (12094 : Measure I Valley Major Street Program -

# Additional Information

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

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Eunice Ulloa</b> City of Chino												
<b>Ray Marquez</b> City of Chino Hills		X										
<b>Frank Navarro</b> City of Colton		X	X									
<b>Aquanetta Warren</b> City of Fontana		X	X									
<b>Bill Hussey</b> City of Grand Terrace		X										
<b>Larry McCallon</b> City of Highland		X	X									
<b>Ronald Dailey</b> City of Loma Linda			X									
<b>John Dutrey</b> City of Montclair		X										
<b>Alan Wapner</b> City of Ontario		X	X									
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X										
<b>Mario Saucedo</b> City of Redlands		X										
<b>Joe Baca</b> City of Rialto		X	X									
<b>Helen Tran</b> City of San Bernardino			X									
<b>Rudy Zuniga</b> City of Upland												
<b>Judy Woosley</b> City of Yucaipa		X	X									
<b>Curt Hagman</b> Board of Supervisors			X									

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

Communication: Attendance (Additional Information)

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

**VALLEY BOARD MEMBER ATTENDANCE (Cont.)**

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

**MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE**

<b>Daniel Ramos</b> City of Adelanto		X										
<b>Art Bishop</b> Town of Apple Valley		X	X									
<b>Timothy Silva</b> City of Barstow		*	X									
<b>Rick Herrick</b> City of Big Bear Lake												
<b>Josh Pullen</b> City of Hesperia		*	*									
<b>Janet Jernigan</b> City of Needles												
<b>Daniel Mintz, Sr.</b> City of Twentynine Palms												
<b>Bob Harriman</b> City of Victorville		X	X									
<b>Rick Denison</b> Town of Yucca Valley		X	X									
<b>Paul Cook</b> Board of Supervisors												

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

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

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CAMP	California Asset Management Program
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

**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.

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