cog
Council of Governments

sb

cta
County Transportation Authority

AGENDA
Board of Directors Meeting
November 5, 2025

*****Start Time: 10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

****Convene Regular Meeting immediately following Closed Session****

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

Board of Directors

President
Rick Denison, Council Member
Town of Yucca Valley

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

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Josh Pullen, Council Member
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Mario Saucedo, Mayor
City of Redlands

Joe Baca, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Daniel Mintz, Sr., Mayor Pro Tem
City of Twentynine Palms

Rudy Zuniga, Mayor Pro Tem
City of Upland

Vacant
City of Victorville

Judy Woolsey, Council Member
City of Yucaipa

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Carrie Schindler, *Executive Director*

Julianna Tillquist, *General Counsel*

San Bernardino County Transportation Authority
San Bernardino Council of Governments

AGENDA

Board of Directors
November 5, 2025

*****10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
   (Threatened) Pursuant to Government Code Section 54956.9(d)(2) -- 1 case
   SBCTA—*Claim of Destine Halsell*

***** Convene Regular Meeting immediately following Closed Session*****
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

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

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

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

CALL TO ORDER

(Meeting Chaired by Rick Denison)

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

Public Comment

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest Pg. 16

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

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

INFORMATIONAL ITEMS

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

2. Board Presidential Appointments Pg. 18

A. Note the Presidential appointments of Mayor Frank Navarro, City of Colton, and Mayor John Dutrey, City of Montclair, to serve on the SBCTA Legislative Policy Committee, for a term expiring December 31, 2026.

B. Note the Presidential appointment of Mayor Joe Baca, City of Rialto, to serve on the Enhanced Frequency Service Ad Hoc Committee.
Presenter: Marleana Roman

This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

3. August 2025 Procurement Report Pg. 19

Receive the August 2025 Procurement Report.
Presenter: Alicia Bullock

This item was received by the General Policy Committee on October 8, 2025.

4. Measure I Revenue Pg. 27

Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Lisa Lazzar

This item was received by the General Policy Committee on October 8, 2025.

5. Budget to Actual Report for Fourth Quarter Ending June 30, 2025. Pg. 29

Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2025.
Presenter: Michael Hernandez

This item was received by the General Policy Committee on October 8, 2025.

6. Transit and Rail Programs Contract Change Orders to On-Going Contracts Pg. 40

Receive and file Change Order Report.
Presenter: Victor Lopez

This item was received by the Transit Committee on October 16, 2025.

7. Project Delivery Contract Change Orders to On-Going Contracts Pg. 42

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

This item was received by the Board of Directors Metro Valley Study Session on October 16, 2025.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

8. Amending Existing SBCTA/SBCOG Policies Pg. 49

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

Authorize the Executive Director, or her designee, to make non-substantive administrative edits to existing organizational policies to reflect the recent restructuring of the agency and the elimination of the Enterprise Risk Manager position.
Presenter: Colleen Franco

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel has reviewed this item.

9. Request for Proposals No. 26-1003381 for On-Call Employment Law Advisement Services Pg. 50

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

Approve the release of Request for Proposals No. 26-1003381 for the On-Call Employment Law Advisement Services Bench.
Presenter: Colleen Franco

This item was reviewed and unanimously recommended for approval by the General Policy Committee October 8, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

10. Amendment No. 4 to Contract No. 20-1002397 with CityCom Pg. 53

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

Approve Amendment No. 4 to Contract No. 20-1002397 with CityCom Real Estate Services, Inc., for property and facilities management services, to extend services for one additional year through December 31, 2026, and increase the contract amount by $91,542, for a revised not-to-exceed amount of $607,198.
Presenter: Jennifer Joo

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Consent - Project Delivery

11. Amendment No. 1 to Contract No. 19-1002064 with HDR Engineering, Inc. for Interstate 10 Eastbound Truck Climbing Lane Project Pg. 58

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

Approve Amendment No. 1 to Contract No. 19-1002064 with HDR Engineering, Inc. to extend the contract termination date approximately one year, for a term ending January 2, 2027, to allow sufficient time to perform closeout activities for design services for the Interstate 10 Eastbound Truck Climbing Lane Project.
Presenter: Paul Melocoton

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

12. Amendment No. 1 to Contract No. 20-1002357 for Program Management and Release of Request for Proposals No. 26-1003376 Pg. 63

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

A. Approve Amendment No. 1 to Contract No. 20-1002357 with Parsons Transportation Group, Inc., for Program Project Management and Other Specialty Professional Services, to extend the contract duration by one year, for a term ending February 28, 2027.

B. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-003376 for Program Project Management and Other Specialty Professional Services, subject to finalization of the RFP package and approval as to form by SBCTA General Counsel.
Presenter: Kristi Lynn Harris

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

13. Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for Interstate 10 Cedar Interchange Project Pg. 68

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

Authorize the Executive Director, or her designee, to execute Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 with San Bernardino County (County) for the Construction and Maintenance of Cedar Avenue Overhead Bridge (Railroad Bridge), to increase the contract amount by $1,623,600 for the estimated increase in Union Pacific Railroad's Project management and inspection cost, for a new contract total of $2,687,600, to be funded with Measure I Valley Interchange, local funds, and Section 190 Grade Separation Program funds, upon the execution of the supplemental agreement between the County and Union Pacific Railroad, and subject to approval as to form by SBCTA General Counsel.
Presenter: Pavitra Pandey

This item was reviewed and recommended for approval (18-0-1; Abstained: Saucedo) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

14. Highland/Redlands Regional Gap Connector Project - Cooperative Agreements Pg. 74

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

A. Approve Cooperative Agreement No. 25-1003333 with the City of Redlands for the Construction Phase of the Highland/Redlands Regional Gap Connector Project with a not-to-exceed receivable amount of $948,596, which includes $44,000 for SBCTA's Project Management costs, with a term through June 30, 2028.

B. Approve Cooperative Agreement No. 25-1003334 with the City of Highland for the Construction Phase of the Highland/Redlands Regional Gap Connector Project with a not-to-exceed receivable amount of $1,716,285, which includes $56,000 for SBCTA's Project Management costs, with a term through June 30, 2028.
Presenter: Jeffery Hill

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. Subsequent to the recommendation, the Highland City Attorney recommended additional nonsubstantive changes to their agreement, as reflected in the attached agreement. SBCTA General Counsel has reviewed this item and the draft agreements, which includes Highland's nonsubstantive changes.

Consent - Regional/Subregional Planning

15. 2025 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards Pg. 109

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of $5,974,194 as identified in Attachment A to this item.
Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. The result of the award was emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

16. San Bernardino County Senate Bill 960: 360° Implementation Plan Grant Award Pg. 113

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

A. Approve Resolution No. 26-004, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003357, a Restricted Grant Agreement between SBCTA and the California Department of Transportation, and any amendments thereto, for SBCTA to receive an amount not-to-exceed $700,000 for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan.

B. Authorize the Executive Director, or her designee, to release future Request for Proposals for the development of the SBCTA SB 960: 360° Implementation Plan.

C. Approve a budget amendment to the Fiscal Year 2025/2026 Budget, Task No. 0404, increasing the budget by $700,000 to be funded by the Sustainable Transportation Planning Grant Program.
Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

17. Regional Early Action Planning 2.0 County Transportation Commission Partnership Grant Program Update and Project List Amendment Pg. 133

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list and exhaust contingency funds as follows:

A. Deallocate $303,787 from the City of Rialto/Metrolink Station Area Complete Streets Visioning.

B. Allocate an additional $16,740 from the REAP 2.0 CTC Partnership Program funds to the City of Fontana - Sierra Avenue Complete Streets Project for a drainage study.

C. Allocate an additional $233,948.89 from the REAP 2.0 CTC Partnership Program funds to the City of Ontario - Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project and develop a funding agreement with the City of Ontario, that can be executed by the Executive Director under existing authority, for the construction of a segment of the project.

D. Allocate an additional $302,256 from the REAP 2.0 CTC Partnership Program funds to the City of Big Bear Lake - Rathbun Trail Bridge Design Project.
Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA Procurement Manager has reviewed the item.

Consent - Transit

18. 2025 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects Pg. 136

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

Award Transportation Development Act Local Transportation Fund Article 3 funds for Transit Stop Access Improvement projects in the amount of $1,291,056 as identified in Attachment 1 to this item.
Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on October 16, 2025.

19. Basin Transit - Short Range Transit Plan Pg. 142

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

Approve the Basin Transit Short Range Transit Plan.
Presenter: Nancy Strickert

This item was received and unanimously recommended for approval by the Transit Committee on October 16, 2025.

Consent - Council of Governments

20. **Award Contract No. 25-1003298 for San Bernardino Council of Governments Regional Homelessness Strategic Plan to Health Management Associates, Inc.** Pg. 222

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

Award Contract No. 25-1003298 to Health Management Associates, Inc. for the Regional Homelessness Strategic Plan, for a three-year term with two one-year options in an amount not-to-exceed $746,845.
Presenter: Monique Reza-Arellano

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Consent - Transportation Programming and Fund Administration

21. **Amendment No. 1 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2025/2026** Pg. 266

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

Approve the Amended Project List for the Measure I San Bernardino Valley Major Street Program/Arterial Sub-program for Fiscal Year 2025/2026, as referenced in Attachment A.
Presenter: Marc Lucius

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025.

Consent - Legislative/Public Outreach

22. **State Legislative Update** Pg. 271

Receive and file the October 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on October 8, 2025.

23. **Federal Legislative Update** Pg. 333

Receive and file the October 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Presenter: Louis Vidaure

This item was received by the Legislative Policy Committee on October 8, 2025.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Project Delivery

24. Award Construction Contract No. 25-1003266 for the US 395 Phase 2 Widening Project Pg. 335

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

A. Award Construction Contract No. 25-1003266 for the US 395 Phase 2 Widening Project (Project) to Griffith Company, the lowest responsible and responsive bidder, in an amount not-to-exceed $41,854,900, with a term through December 31, 2029, to be funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark.

B. Approve an Allowance/Contingency amount of $6,184,980, comprised of a contingency amount of $4,185,490 and supplemental work costs at $1,999,490, to be released as per Policy No. 11000.VIII.B.6.

C. Approve an expenditure authority of $632,306 for Agency Furnished Materials and Services, which will be expended as necessary for the Project.
Presenter: Pralisa Amatya

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

Discussion - Council of Governments

25. San Bernardino County Office of Emergency Services Overview Pg. 434

Receive a presentation from the San Bernardino County Office of Emergency Services.
Presenter: Monique Reza-Arellano

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board due to the nature of its content being of universal interest to all jurisdictions.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Pg. 443
Acronym List Pg. 445

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Report Pg. 448

Committee Membership

Representatives on SCAG Committees Pg. 450
Appointments to External Agencies Pg. 451
Committee Membership Pg. 453

Mission Statement

Mission Statement Pg. 459

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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," above.

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

Your cooperation is appreciated!

General Practices for Conducting Meetings

of

Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

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

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

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



Important Dates to Remember…

November 2025

SBCTA Meetings - Cancelled: None

SBCTA Meetings – Scheduled:			
General Policy Committee	Nov 12	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Nov 12	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	Nov 13	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Nov 13	Immediately following TC	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Nov 21	9:30 am	Mojave Desert AQMD

Other Meetings/Events:			
Focus on the Future Conference	Nov 9-11	8:00 am	San Francisco, CA

SBCTA Offices will be CLOSED:

- **Tuesday, November 11th, Veterans Day**
- **Thursday & Friday, November 27th & 28th, for the Thanksgiving Holiday**

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

Minute Action

AGENDA ITEM: 1

Date: November 5, 2025

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
10	20-1002397-04	CityCom Real Estate Services, Inc. *Sean T. Bailey, CEO* *Scott Cheramie, Secretary*	None
11	19-1002064-01	HDR Engineering, Inc. *Kip Field*	Fehr & Peers Leighton Consulting Michael Baker International, Inc.
12	20-1002357-01	Parsons Transportation Group, Inc. *Nichole DePuy*	Bender Rosenthal, Inc. Costello Consulting S2 Engineering The Right of Way Company Value Management Strategies, Inc.
13	22-1002741-02	Union Pacific Railroad Company *Ken Tom*	Benesch
20	25-1003298	Health Management Associates, Inc. *Kelly Johnson, CAO*	Amplify Communities 720 Strategies
24	25-1003266	Griffith Company *Daniel Leeper, Regional Manager*	Highlight Electric, Inc. MB Professional Service, Inc. Southwest V Ditch Design Build Engineering Ace Fence Company JRE Construction Pacific Restoration Group, Inc. Bancroft Construction Services Cal Stripe

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

Item No.	Contract No.	Principals & Agents	Subcontractors
24 (cont.)			Quality Traffic Control Keller North America Integrity Rebar Placers Dees Burke Engineering Constructors Con-Fab California

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

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

Responsible Staff:

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: November 5, 2025

Subject:
Board Presidential Appointments

Recommendation:
A. Note the Presidential appointments of Mayor Frank Navarro, City of Colton, and Mayor John Dutrey, City of Montclair, to serve on the SBCTA Legislative Policy Committee, for a term expiring December 31, 2026.

B. Note the Presidential appointment of Mayor Joe Baca, City of Rialto, to serve on the Enhanced Frequency Service Ad Hoc Committee.

Background:
Recommendation A: On October 1, 2025, the San Bernardino County Transportation Authority (SBCTA) Board approved revisions to Policy No. 10000 - Policy Committees, expanding the Legislative Policy Committee membership from seven to nine members. President Rick Denison appointed Mayor Frank Navarro, City of Colton, and Mayor John Dutrey, City of Montclair, to serve on the SBCTA Legislative Policy Committee, for a term expiring December 31, 2026.

Recommendation B: The Board of Directors took action at its September 3, 2025 meeting, to establish an Ad Hoc Committee to work with staff to look at options to enhance frequency of service to the City of Montclair via Metrolink or other alternatives. Mayor Frank Navarro, City of Colton, stepped down from the Ad Hoc Committee to avoid a quorum of the Legislative Policy Committee. President Denison appointed Mayor Joe Baca, City of Rialto, to serve on the Enhanced Frequency Service Ad Hoc Committee.

This item is to apprise the Board of Presidential appointments made. A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership is included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item is informational only. Per SBCTA Policy No. 10001, all Presidential appointments shall be announced at the Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of committee membership and representation.

Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 3

Date: November 5, 2025

Subject:
August 2025 Procurement Report

Recommendation:
Receive the August 2025 Procurement Report.

Background:
The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on October 1, 2025. The Board of Directors authorized the Executive Director, or her designee, to approve: a) contracts and purchase orders up to $100,000; b) Contract Task Orders (CTO) up to $500,000 and for CTOs originally $500,000 or more, increasing the CTO amount up to $250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or $100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed $1,000,000.

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

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

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

- No new contracts were executed.
- Four contract amendments were executed.
- One CTO was executed.
- Eight CTO amendments were executed.
- One contingency amendment was executed.
- One new purchase order was executed.
- No purchase order amendments were executed.
- No IFBs/RFPs were released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- Three new purchase orders were executed.

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

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of August 2025 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.
Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:
This item was received by the General Policy Committee on October 8, 2025.

Responsible Staff:
Alicia Bullock, Procurement Manager

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Attachment A - 1
August 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
Contract Amendment	23-1002872	1	Mobile Relay Associates	To extend the contract term to provide critical time to evaluate and test innovative technologies poised to significantly enhance radio communication coverage for Inland Freeway Service Patrol Program.	$ 156,000.00	$ -	$ -	$ 156,000.00	N/A
Contract Amendment	24-1003033	1	Raimi & Associates, Inc.	To extend the contract term to accommodate review and revisions of the final Engagement Framework toolkit due to recent Federal mandates.	$ 199,934.00	$ -	$ -	$ 199,934.00	N/A
Contract Amendment	20-1002438	1	G&M Hire Enterprises LLC DBA AtWork Personnel Services	To extend the contract term for On-Call Temporary Employee Services.	$ 500,000.00	$ -	$ -	$ 500,000.00	N/A
Contract Amendment	21-1002474	1	CathyJon Enterprises, Inc., DBA HB Staffing	To extend the contract term for On-Call Temporary Employee Services.	$ 500,000.00	$ -	$ -	$ 500,000.00	N/A
CTO	25-1003210	1	Crowe LLP	For Freeway Service Patrol Payroll Verification Audit Services.	$ 27,779.00	$ -	$ -	$ 27,779.00	$800,000.00 (available $772,221.00)
CTO Amendment	22-1002768	5.1	GCAP Services, Inc.	To extend the CTO term for Labor Compliance Services for the I-10 Cedar Avenue Project and additional projects as needed.	$ 70,000.00	$ -	$ -	$ 70,000.00	$700,000.00 (available $216,758.16)
CTO Amendment	23-1002832	6.2	Gafcon, PM-CM LLC	To extend the term of the CTO for Labor Compliance Services for the Interstate 10 Express Lanes Project and additional projects as needed.	$ 70,000.00	$ 15,351.84		$ 85,351.84	$700,000.00 (available $216,758.16)
CTO Amendment	22-1002769	7.2	Cumming Management Group, Inc.	To extend the CTO term for Labor Compliance Services for the Interstate 10 Eastbound Truck Climbing Lane Project and additional projects as needed.	$ 70,000.00	$ 125,890.00	$ -	$ 195,890.00	$700,000.00 (available $216,758.16)
CTO Amendment	24-1003133	4A.1	Michael Baker International, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	$ 400,000.00	$ -	$ (250,000.00)	$ 150,000.00	$23,281,950.00 (available $7,382,700.74)
CTO Amendment	24-1003132	4B.1	Fehr & Peers, Inc.	To increase the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	$ 150,000.00	$ -	$ 250,000.00	$ 400,000.00	$23,281,950.00 (available $7,132,700.74)
CTO Amendment	24-1003130	5B.1	MNS Engineers, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	$ 150,000.00	$ -	$ (25,000.00)	$ 125,000.00	$23,281,950.00 (available $7,107,700.74)

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

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

Attachment A - 1
August 2025 Contract/Amendment/CTO Actions

Type	Contract Number	Amendment/CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-Call Contract Amount*
CTO Amendment	24-1003133	5C.1	Michael Baker International, Inc.	To decrease the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	$ 150,000.00	$ -	$ (25,000.00)	$ 125,000.00	$23,281,950.00 (available $7,132,700.74)
CTO Amendment	23-1003018	5A.1	Dudek	To increase the CTO amount for Regional Early Action Plan to provide Active Transportation Program support for the Planning Department.	$ 450,000.00	$ -	$ 50,000.00	$ 500,000.00	$23,281,950.00 (available $7,082,700.74)

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

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

Attachment A - 2
August 2025 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
18-1001870 No. 5M	Environmental clearance related to private property reconstruction improvements for the West Valley Connector Project.	Parsons Transportation Group	$ 6,495,780.54	$ 6,691,987.00	$ 1,185,300.00	$ 53,830.00	$ 14,426,897.54

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

Attachment A - 3
August 2025 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
New PO	4002655	8/11/2025	LEEDAV-CO INC	Red Cross First Aid/CPR/AED In-Person Training Bi-Annual Certification Requirement for SBCTA Staff.	$ 1,780.00	$ -	$ -	$ 1,780.00

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

August 2025 RFP's, RFQ's and IFB's

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

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

Attachment C
August 2025 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA51765	Creative Lighting	Install new circuits, new lighting for elevator for the elevator modification project.	$ 9,885.16
PO SBCTA51770	Johnson Controls Fire Protection	Add new relay for the fire sprinkler system, programming and pass inspection for the elevator modification project.	$ 4,855.44
PO SBCTA51768	AMS Paving, Inc.	Parking lots (east and front) ADA correction and slurry seal.	$ 96,450.00

Attachment: August 2025 Procurement Report - PDF (12003 : August 2025 Procurement Report)

Minute Action

AGENDA ITEM: 4

Date: November 5, 2025

Subject:
Measure I Revenue

Recommendation:
Receive report on Measure I receipts for Measure I 2010-2040.

Background:
Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of September 30, 2025, were $2,822,268,451.

A summary of the current Measure I receipts by quarter and cumulative total since its inception is included. The quarterly receipts represent sales tax collection from the previous quarter's taxable sales. For example, receipts for July through September represent sales tax collections from April through June.

Measure I revenue for the 2025/2026 Fiscal Year Budget was estimated at $248,670,000. Actual Measure I receipts for Fiscal Year 2025/2026 July through September are $64,424,051, in comparison to $63,679,854 received during the quarter ending September 2024/2025, with an increase of 1.17% due to the increase in spending for general consumer goods, business and industry, slightly offset by decreases in spending for autos and fuel in the County of San Bernardino.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the General Policy Committee on October 8, 2025.

Responsible Staff:
Lisa Lazzar, Chief Financial Officer

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SBCTA Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	**$391,572,794**
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	**$535,038,944**
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	**$685,657,380**
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	**$845,145,110**
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	**$1,008,277,649**
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	**$1,176,858,666**
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	**$1,357,345,167**
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	**$1,535,799,994**
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	**$1,744,874,794**
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	**$1,997,667,772**
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	**$2,255,555,056**
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	60,102,892	251,861,570	**$2,507,416,625**
Fiscal Year 2024/25	63,679,854	61,567,694	64,292,960	60,887,266	250,427,775	**$2,757,844,400**
Fiscal Year 2025/26	64,424,051				64,424,051	**$2,822,268,451**
% Increase Over 24/25	1.17%				-74.27%	

Attachment: MSI Receipts PDF (12000 : Measure I Revenue - 1st Qtr 2025/2026)

Minute Action

AGENDA ITEM: 5

Date: November 5, 2025

Subject:
Budget to Actual Report for Fourth Quarter Ending June 30, 2025.

Recommendation:
Receive and file Budget to Actual Report for the fourth quarter ending June 30, 2025.

Background:
The Fiscal Year 2024/2025 Budget for new activity was adopted by the Board of Directors on June 5, 2024. Budgetary information includes the original and revised budgets and expenditures as of June 30, 2025.

The report is broken down by Fund group and provides a percentage of the budget received or expended through June 30, 2025.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is consistent with the budgeted amount.
2. Charges for services include land sales in the Transit program.
3. Interest is distributed to the appropriate funds at year-end based on ending cash balances which are reflected here and the overall earnings are higher than budgeted as we are conservative in budgeting for interest.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures or program activities.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

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

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Capital Projects Fund, to properly allocate funding for the North First Avenue Bridge project.
2. Operating transfers out are for the repayment of commercial paper.

Federal Transit Administration Fund

A. Revenues:

1. The timing for revenue collection fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Measure I Fund, to properly allocate funding for the West Valley Connector project.

State Fund

A. Revenues:

1. The revenues are higher than budgeted as there were additional awards for Transit and Intercity Rail Capital Program.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Capital Projects Fund and Senate Bill 1 Fund, to properly allocate funding for the State Route (SR) 210 Lane Addition and US 395 Widening projects.

Proposition 1B Fund

A. Revenues:

1. The revenue recognition for most Proposition 1B Funds is when expenditures are incurred, since the funds are received in advance.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenues are consistent with the budgeted amounts.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund transit activities, which are on a reimbursement basis.

State Transit Assistance Fund

A. Revenues:

1. State revenues are consistent with the budgeted amounts.
2. The positive investment earnings balance is due to higher than estimated interest earned on balances held with the County Treasurer.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accruals that represent cash transfers to the General Fund to fund administrative, planning, and transit activities, and transit projects that did not materialize as actuals. These transfers are on a reimbursement basis.

Senate Bill 1

A. Revenues:

1. The timing for revenue collection fluctuates as most state grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the State Fund to properly allocate funding for the US 395 Widening project.

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is consistent with budgeted amounts.

2. Miscellaneous revenues represent a refund on a prior year's project.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Enterprise and Capital Projects Funds for draws on the Transportation Infrastructure Finance and Innovation Act loan, and to properly allocate funds for the West Valley Connector and Interstate 10 (I-10) Contract 1 Project.
2. Operating transfers out represent cash transfers to the General Fund to support the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures. These transfers also ensure proper allocation of funds for the SR 210 Lane Addition, I-10 Contract 1, and West Valley Connector projects.

Debt Service Fund

A. Revenues:

1. Investment earnings fluctuate with the amount of cash held by the trustee due to the timing of debt service payments.

B. Expenditures:

1. Expenditures to date are consistent with the budgeted amounts.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from the Measure I fund to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for revenue collection fluctuates as most projects are funded on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Commercial paper has been issued and paid back for the North First Avenue Bridge Project.
2. Operating transfers in represent cash transfers within the Capital Projects and Measure I Funds to properly allocate funding for the Monte Vista Grade Separation, I-10 Contract 1, and West Valley Connector projects. Also included is the transfer for the repayment of commercial paper from the Federal Fund for the North First Avenue Bridge project.
3. Operating transfers out represent cash transfers within the Federal and Capital Projects Funds to properly allocate funding for the Monte Vista Grade Separation, North First Avenue Bridge, and I-10 Contract 1 projects.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for the collection of revenue fluctuates, as most of the state grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and to properly allocate funds for the West Valley Connector Project.

Council of Governments Fund

A. Revenues:

1. The timing for revenue collection fluctuates as this program is mostly funded on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low, mainly due to the timing of program activities.

C. Other Financing Sources:

1. Operating transfers out represent the cash transfers to fund the Indirect Cost Fund.

Enterprise Fund

A. Revenues:

1. Express Lanes Operations commenced in August 2024 and revenues have exceeded expectations.

B. Expenditures:

1. Expenditures to date are low, mainly due to the delay in the start of operations.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I and General Funds for draws on the Transportation Infrastructure Finance and Innovation Act loan, and the cash transfers to fund the Indirect Cost Fund.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the General Policy Committee on October 8, 2025.

Responsible Staff:
Michael Hernandez, Chief of Fiscal Resources

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Fiscal Year 2024-2025
Fourth Quarter Budget to Actual
Report June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,519,000	-	2,519,000	2,508,270	-	10,730	
Charges for Services	40,010	-	40,010	2,013,549	-	(1,973,539)	
Investment Earnings	460,000	-	460,000	766,283	-	(306,283)	
Miscellaneous	141	-	141	2,148	-	(2,007)	
Total Revenues	3,019,151	-	3,019,151	5,290,250	-	(2,271,099)	
Expenditures							
General Government	13,832,509	1,278,869	15,111,378	10,967,965	-	4,143,413	27.42%
Regional & Subregional Planning	1,553,616	(190,568)	1,363,048	827,803	-	535,245	39.27%
Transit	70,952,674	5,242,009	76,194,683	30,010,634	-	46,184,049	60.61%
Project Delivery	309,967	42,200	352,167	333,389	-	18,778	5.33%
Fund Administration	444,094	(10,100)	433,994	383,808	-	50,186	11.56%
Total Expenditures	87,092,860	6,362,410	93,455,270	42,523,599	-	50,931,671	54.50%
Other Financing Sources							
Transfers in	84,911,887	351,009	85,262,896	28,103,808	-	57,159,088	67.04%
Transfers out	(2,514,517)	(233,944)	(2,748,461)	(2,747,224)	-	(1,237)	0.05%
Total Other Financing Sources	82,397,370	117,065	82,514,435	25,356,584	-	57,157,851	69.27%
Revenues Over (Under) Expenditures	(1,676,339)	(6,245,345)	(7,921,684)	(11,876,765)	-	3,955,081	

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.

FEDERAL FUND							
Revenues							
Intergovernmental	131,400,865	-	131,400,865	109,740,762	-	21,660,103	
Investment Earnings	-	-	-	37,715	-	(37,715)	
Total Revenues	131,400,865	-	131,400,865	109,778,477	-	21,622,388	
Expenditures							
Regional & Subregional Planning	700,000	16,851	716,851	391,084	-	325,767	45.44%
Transit	2,363,732	-	2,363,732	1,331,920	-	1,031,812	43.65%
Project Delivery	128,337,133	(4,291,421)	124,045,712	85,148,309	-	38,897,403	31.36%
Total Expenditures	131,400,865	(4,274,570)	127,126,295	86,871,313	-	40,254,982	31.67%
Other Financing Sources							
Transfers in	-	282,515	282,515	282,515	-	-	0.00%
Transfers out	-	(5,839,936)	(5,839,936)	(5,839,542)	-	(394)	0.01%
Total Other Financing Sources	-	(5,557,421)	(5,557,421)	(5,557,027)	-	(394)	0.01%
Revenues Over (Under) Expenditures	-	(1,282,851)	(1,282,851)	17,350,137	-	(18,632,988)	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	44,789,439	-	44,789,439	19,656,342	-	25,133,097	
Total Revenues	44,789,439	-	44,789,439	19,656,342	-	25,133,097	
Expenditures							
Transit	44,789,439	200,000	44,989,439	16,587,131	-	28,402,308	63.13%
Total Expenditures	44,789,439	200,000	44,989,439	16,587,131	-	28,402,308	63.13%
Other Financing Sources							
Transfers in	-	200,000	200,000	200,000	-	-	0.00%
Total Other Financing Sources	-	200,000	200,000	200,000	-	-	100.00%
Revenues Over (Under) Expenditures	-	(400,000)	(400,000)	2,869,211	-	(3,269,211)	

Attachment: Budget to Actual 4th Qtr 2025 (11999 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Fourth Quarter Budget to Actual
Report June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE FUND							
Revenues							
Intergovernmental	69,673,615	-	69,673,615	76,030,070	-	(6,356,455)	
Investment Earnings	-	-	-	154,333	-	(154,333)	
Total Revenues	69,673,615	-	69,673,615	76,184,402	-	(6,510,787)	
Expenditures							
General Government	9,070	(2,031)	7,039	2,570	-	4,469	63.49%
Regional & Subregional Planning	491,374	140,293	631,667	631,667	-	-	0.00%
Transit	35,578,278	557,510	36,135,788	32,949,073	-	3,186,715	8.82%
Project Delivery	32,591,448	2,812,299	35,403,747	21,196,396	-	14,207,351	40.13%
Fund Administration	1,003,077	(129,262)	873,815	869,949	-	3,866	0.44%
Total Expenditures	69,673,247	3,378,809	73,052,056	55,649,655	-	17,402,401	23.82%
Other Financing Sources							
Transfers in	-	2,812,299	2,812,299	2,812,299	-	-	0.00%
Total Other Financing Sources	-	2,812,299	2,812,299	2,812,299	-	-	0.00%
Revenues Over (Under) Expenditures	368	(566,510)	(3,378,441)	23,347,046	-	(23,913,189)	
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	12,998	-	12,998	4,082,327	-	(4,069,329)	
Total Revenues	12,998	-	12,998	4,082,327	-	(4,069,329)	
Expenditures							
Project Delivery	12,998	1,266,463	1,279,461	1,054,570	-	224,891	17.58%
Total Expenditures	12,998	1,266,463	1,279,461	1,054,570	-	224,891	17.58%
Other Financing Sources							
Transfers in	-	3,363	3,363	3,362	-	1	0.00%
Transfers out	-	(3,363)	(3,363)	(3,362)	-	(1)	0.03%
Total Other Financing Sources	-	-	-	-	-	-	0.00%
Revenues Over (Under) Expenditures	-	(1,266,463)	(1,266,463)	3,027,758	-	(4,294,221)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	149,568,943	-	149,568,943	150,047,310	-	(478,367)	
Investment Earnings	2,000,000	-	2,000,000	21,532,356	-	(19,532,356)	
Total Revenues	151,568,943	-	151,568,943	171,579,666	-	(20,010,723)	
Expenditures							
Transit	120,000,000	-	120,000,000	93,860,803	-	26,139,197	21.78%
Total Expenditures	120,000,000	-	120,000,000	93,860,803	-	26,139,197	21.78%
Other Financing Sources							
Transfers out	(44,811,525)	-	(44,811,525)	(19,683,860)	-	(25,127,665)	56.07%
Total Other Financing Sources	(44,811,525)	-	(44,811,525)	(19,683,860)	-	(25,127,665)	56.07%
Revenues Over (Under) Expenditures	(13,242,582)	-	(13,242,582)	58,035,003	-	(71,277,585)	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	30,482,261	-	30,482,261	31,565,234	-	(1,082,973)	
Investment Earnings	840,000	-	840,000	8,677,324	-	(7,837,324)	
Total Revenues	31,322,261	-	31,322,261	40,242,558	-	(8,920,297)	
Expenditures							
Transit	24,958,873	17,730,000	42,688,873	21,615,792	-	21,073,081	49.36%
Total Expenditures	24,958,873	17,730,000	42,688,873	21,615,792	-	21,073,081	49.36%
Other Financing Sources							
Transfers out	(31,901,792)	-	(31,901,792)	129,227	-	(32,031,019)	100.41%
Total Other Financing Sources	(31,901,792)	-	(31,901,792)	129,227	-	(32,031,019)	100.41%
Revenues Over (Under) Expenditures	(25,538,404)	(17,730,000)	(43,268,404)	18,755,994	-	(62,024,398)	

Note: Intergovernmental revenue (from State Transit Assistance) is net of the amount allocated to SBCTA and accounted for in the General Fund.

Attachment: Budget to Actual 4th Qtr 2025 (11999 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Fourth Quarter Budget to Actual
Report June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund							
Revenues							
Intergovernmental	91,516,246	-	91,516,246	62,525,974	-	28,990,272	
Total Revenues	91,516,246	-	91,516,246	62,525,974	-	28,990,272	
Expenditures							
Commuter and Motorist Assistance	1,431,379	196,182	1,627,561	1,248,028	-	379,534	23.32%
Regional & Subregional Planning Program	10,400,000	-	10,400,000	3,759,791	-	6,640,209	63.85%
Transit	37,343,567	-	37,343,567	16,897,443	-	20,446,124	54.75%
Major Project Delivery	42,341,300	(1,581,869)	40,759,431	40,741,300	-	18,131	0.04%
Total Expenditures	91,516,246	(1,385,687)	90,130,559	62,646,561	-	27,483,998	30.49%
Other Financing Sources							
Transfers out	-	(1,581,869)	(1,581,869)	(1,581,869)	-	-	0.00%
Total Other Financing Sources	-	(1,581,869)	(1,581,869)	(1,581,869)	-	-	0.00%
Revenues Over (Under) Expenditures	-	(196,182)	(196,182)	(1,702,457)	-	1,506,274	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	100,000	-	100,000	164,763	-	(64,763)	
Total Revenues	100,000	-	100,000	164,763	-	(64,763)	
Expenditures							
Project Delivery	2,003,400	(100,000)	1,903,400	142,860	-	1,760,540	92.49%
Total Expenditures	2,003,400	(100,000)	1,903,400	142,860	-	1,760,540	92.49%
Revenues Over (Under) Expenditures	(1,903,400)	100,000	(1,803,400)	21,903	-	(1,825,303)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	249,381,000	-	249,381,000	250,818,687	-	(1,437,687)	
Investment Earnings	15,176,000	-	15,176,000	28,096,297	-	(12,920,297)	
Miscellaneous	-	-	-	13,498,719	-	(13,498,719)	
Total Revenues	264,557,000	-	264,557,000	292,413,703	-	(27,856,703)	
Expenditures							
General Government	1,182,571	56,145	1,238,716	670,423	-	568,293	45.88%
Environment and Energy Conservation	298,449	-	298,449	14,392	-	284,057	95.18%
Commuter and Motorist Assistance	1,285,989	(4,534)	1,281,455	37,830	-	1,243,625	97.05%
Regional & Subregional Planning	1,365,852	18,072	1,383,924	740,895	-	643,029	46.46%
Transit	64,448,896	8,665,980	73,114,876	43,397,294	-	29,717,582	40.65%
Project Delivery	191,598,239	(2,471,764)	189,126,475	76,606,991	-	112,519,484	59.49%
Fund Administration	134,406,907	(204,600)	134,202,307	86,709,297	-	47,493,010	35.39%
Total Expenditures	394,586,903	6,059,299	400,646,202	208,177,122	-	192,469,080	48.04%
Other Financing Sources							
Transfers in	35,262,132	534,830	35,796,962	11,142,556	-	24,654,406	68.87%
Transfers out	(17,138,434)	(1,613,762)	(18,752,196)	(17,587,205)	-	(1,164,991)	6.21%
Total Other Financing Sources	18,123,698	(1,078,932)	17,044,766	(6,444,649)	-	23,489,415	137.81%
Revenues Over (Under) Expenditures	(111,906,205)	(7,138,231)	(119,044,436)	77,791,932	-	(196,836,368)	

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	198,910	-	(198,910)	
Total Revenues	-	-	-	198,910	-	(198,910)	
Expenditures							
Debt Service	12,413,850	-	12,413,850	12,390,675	-	23,175	0.19%
Total Expenditures	12,413,850	-	12,413,850	12,390,675	-	23,175	0.19%
Other Financing Sources							
Operating Transfers In	12,413,850	-	12,413,850	12,392,008	-	21,842	0.18%
Total Other Financing Sources	12,413,850	-	12,413,850	12,392,008	-	21,842	0.18%
Revenues Over (Under) Expenditures	-	-	-	200,243	-	(200,243)	

Attachment: Budget to Actual 4th Qtr 2025 (11999 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Fourth Quarter Budget to Actual
Report June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	41,680,437	-	41,680,437	20,158,243	-	21,522,194	
Charges for Services	-	-	-	1,115,187	-	(1,115,187)	
Investment Earnings	1,065,000	-	1,065,000	1,165,787	-	(100,787)	
Miscellaneous	10,671,316	-	10,671,316	272,563	-	10,398,753	
Total Revenues	53,416,753	-	53,416,753	22,711,780	-	30,704,973	
Expenditures							
General Government	150,000	(80,000)	70,000	63,209	-	6,791	9.70%
Regional & Subregional Planning	6,708,337	(406,122)	6,302,215	1,810,700	-	4,491,515	71.27%
Transit	8,048,046	275,400	8,323,446	1,625,021	-	6,698,425	80.48%
Project Delivery	35,661,708	4,847,806	40,509,514	21,186,730	-	19,322,784	47.70%
Fund Administration	2,034,700	-	2,034,700	-	-	2,034,700	100.00%
Total Expenditures	52,602,791	4,637,084	57,239,875	24,685,660	-	32,554,215	56.87%
Other Financing Sources							
Proceeds from commercial paper	20,000,000		20,000,000	5,000,000	-	15,000,000	75.00%
Operating Transfers in	1,000,000	4,930,857	5,930,857	5,783,740	-	147,117	2.48%
Operating Transfers out	(20,000,000)	195,129	(19,804,871)	(807,820)	-	(18,997,051)	95.92%
Total Other Financing Sources	1,000,000	5,125,986	6,125,986	9,975,920	-	(3,849,934)	-62.85%
Revenues Over (Under) Expenditures	1,813,962	488,902	2,302,864	8,002,040	-	(5,699,176)	
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	19,710,125	-	19,710,125	6,103,919	-	13,606,206	
Charges for Services	12,213	-	12,213	-	-	12,213	
Investment Earnings	105,000	-	105,000	272,102	-	(167,102)	
Miscellaneous	14,676	-	14,676	10,767	-	3,909	
Total Revenues	19,842,014	-	19,842,014	6,386,788	-	13,455,226	
Expenditures							
General Government	116,884	(1,400)	115,484	30,604	-	84,880	73.50%
Commuter and Motorist Assistance	5,434,709	912,352	6,347,061	3,414,426	-	2,932,635	46.20%
Regional & Subregional Planning	700,988	634,067	1,335,055	969,216	-	365,839	27.40%
Transit	11,934,322	380,778	12,315,100	1,669,239	-	10,645,861	86.45%
Total Expenditures	18,186,903	1,925,796	20,112,699	6,083,485	-	14,029,214	69.75%
Other Financing Sources							
Transfers in	-	375	375	375	-	-	0.00%
Transfers out	(1,085,366)	(32,097)	(1,117,463)	(1,117,177)	-	(286)	0.03%
Total Other Financing Sources	(1,085,366)	(31,722)	(1,117,088)	(1,116,802)	-	(286)	0.03%
Revenues Over (Under) Expenditures	569,745	(1,957,518)	(1,387,773)	(813,499)	-	(574,274)	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	10,564,059	-	10,564,059	1,020,498	-	9,543,561	
Special Assessments	991,873	-	991,873	991,873	-	-	
Investment Earnings	40,000	-	40,000	59,294	-	(19,294)	
Miscellaneous	825,993	-	825,993	47,875	-	778,118	
Total Revenues	12,421,925	-	12,421,925	2,119,540	-	10,302,385	
Expenditures							
Council of Governments	5,617,687	(475,910)	5,141,777	881,333	-	4,260,444	82.86%
Total Expenditures	5,617,687	(475,910)	5,141,777	881,333	-	4,260,444	82.86%
Other Financing Sources							
Transfers out	(781,437)	-	(781,437)	(781,437)	-	-	0.00%
Total Other Financing Sources	(781,437)	-	(781,437)	(781,437)	-	-	0.00%
Revenues Over (Under) Expenditures	6,022,801	475,910	6,498,711	456,770	-	6,041,941	

Attachment: Budget to Actual 4th Qtr 2025 (11999 : Budget to Actual Report - 4th Qtr. 2024/2025)

Fiscal Year 2024-2025
Fourth Quarter Budget to Actual
Report June 30, 2025

	2024-2025 Original Budget	Amendments	2024-2025 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
ENTERPRISE FUND							
Revenues							
Express Lanes Fees And Charges	13,828,000	-	13,828,000	16,019,395	-	(2,191,395)	
Investment Earnings	-	-	-	448,517	-	(448,517)	
Total Revenues	13,828,000	-	13,828,000	16,467,912	-	(2,639,912)	
Expenditures							
Express Lanes Operation	17,906,865	1,900	17,908,765	14,232,913	-	3,675,852	20.53%
Total Expenditures	17,906,865	1,900	17,908,765	14,232,913	-	3,675,852	20.53%
Other Financing Sources							
Operating Transfers out	(15,354,798)	-	(15,354,798)	(10,700,395)	-	(4,654,403)	30.31%
Total Other Financing Sources	(15,354,798)	-	(15,354,798)	(10,700,395)	-	(4,654,403)	30.31%
Revenues Over (Under) Expenditures	(19,433,663)	(1,900)	(19,435,563)	(8,465,396)	-	(10,970,167)	

Attachment: Budget to Actual 4th Qtr 2025 (11999 : Budget to Actual Report - 4th Qtr. 2024/2025)

Minute Action

AGENDA ITEM: 6

Date: November 5, 2025

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

Recommendation:
Receive and file Change Order Report.

Background:
The San Bernardino County Transportation Authority (SBCTA) Department of Transit and Rail Programs has two ongoing construction contracts, one procurement of major equipment contract, and one vehicle procurement contract, of which one had a Construction Change Order (CCO) executed since the last reporting to the Transit Committee on September 11, 2025. The CCO is listed below:

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

1) CCO 31: Delete Driveway at Station 431+66 (-$6,534.32)

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

C. Contract No. 23-1002961 with Proterra Builders, Inc. for the AMF Hydrogen Fuel Upgrade Project: Procurement of Major Equipment: There are no newly executed CCOs since the last report.

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

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Transit Committee on October 16, 2025.

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

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts
Executed Change Orders

Number	Description	Amount
West Valley Connector Mainline Construction, Griffith Company (23-1002891)		
	Description	Amount
31	Delete Driveway at Station 431+66	($6,534.32)
	CCO Total	($8,584.74)
	Approved Contingency	$11,995,991.00
	Remaining Contingency	$12,004,575.74
ZEMU - Arrow Maintenance Facility (AMF) Construction Upgrade Project, Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	$109,551.25
	Amended Approved Contingency	$475,099.00
	Remaining Contingency	$365,547.75
ZEMU - Arrow Maintenance Facility (AMF) Procurement Upgrade Project, Proterra Builders, Inc. (23-1002961)		
	Description	Amount
	CCO Total	$22,964.98
	Approved Contingency	$56,280.21
	Remaining Contingency	$33,315.23
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	Description	Amount
	CCO Total	$2,592,169.12
	Approved Contingency	$3,487,482.12
	Remaining Contingency	$895,313.00

Attachment: Contract Change Order 11200 September 2025 (12019 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 7

Date: November 5, 2025

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 has 15 on-going construction contracts, of which eight have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on September 11, 2025. 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:

1) CCO 4: Resolution of proposed final estimate. ($10,558.79)

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.

1) CCO 27: Manual Image Review Contract Language Update – Operations and Maintenance. ($0)

E. Contract No. 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane:

1) CCO 19: Remove excess pavement that conflicts with installation of new metal guard rail. ($20,000)

2) CCO 20: Reconstruct alternative in-line terminal system that conflicts with drainage pipe. ($18,000)

F. Contract No. 16-1001461 with Pulice Construction, Inc., for the Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

G. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Avenue Viaduct Project Design Build:

1) CCO 3.6: Temporary railroad crossing. ($700,000)

2) CCO 12.1: Increase contractor overhead and extend Notice to Proceed 2. ($13,614.15)

3) CCO 13: Kingman Street and Cabrera Avenue Wall Location. ($20,940.70)

3) CCO 14: Unknown 8-inch utility line investigation. ($8,200.92)

4) CCO 15.1: Lighting modifications. ($13,434.70)

5) CCO 39: Additional asphalt paving north and south project limits. ($700,000)

H. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

I. Contract No. 23-1002919 with Griffith Company, for the Metrolink Active Transportation Program Phase II Project:

1) CCO 2.1: De-obligation of change order. (-$7,000)

2) CCO 5.1: De-obligation of change order. (-$1,167.83)

3) CCO 6.1: De-obligation of change order. (-$2,872.79)

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

1) CCO 53.1: Westbound on-ramp staging plans. ($0)

2) CCO 68: Modifications to curb ramps 4, 5, and 7. ($26,026.05)

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

1) CCO 14: Maintain existing electrical. ($5,000)

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

1) CCO 10: Maintain existing electrical. ($20,000)

2) CCO 13: Drainage system 18 alignment. ($50,000)

3) CCO 17: Unanticipated obstructions. ($10,000)

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

N. Contract No. 24-1003059 with Mariposa Landscapes, Inc., for the I-10 Alabama Street Establish Existing Planting Project: There are no newly executed CCOs since last report.

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

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 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. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0831 I-15 Express Lanes, Sub-Task No. 0897 I-10 Cedar, Sub-Task No. 0827 Mt. Vernon Viaduct, Sub-Task No. 0814 SR 210 Waterman Avenue, Sub-Task No. 0838b I-215 Landscape Segment 1, 2, 3, Sub-Task No. 0853 I-215 University Parkway, and Sub-Task No. 0810 ATP Metrolink Phase 2.

Reviewed By:
This item was received by the Board of Directors Metro Valley Study Session on October 16, 2025.

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

Approved
Board of Directors
Date: November 5, 2025

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
4	Resolution of proposed final estimate.	$10,558.79
	CCO Total	$155,202.19
	Approved Contingency	$1,451,300.00
	Remaining Contingency	$1,296,097.81
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	$17,117,174.20
	Approved Contingency	$51,369,000.00
	Remaining Contingency	$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
27	Manual Image Review Contract Language Update - Operations and Maintenance.	$0.00
	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
19	Remove excess pavement that conflicts with installation of new metal guard rail.	$20,000.00
20	Reconstruct alternative in-line terminal system that conflicts with drainage pipe.	$18,000.00
	CCO Total	$1,120,722.17
	Approved Contingency	$3,731,253.00
	Remaining Contingency	$2,610,530.83

Attachment: Executed October Change Orders (12017 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	$869,302.95
	Approved Contingency	$2,498,958.60
	Remaining Contingency	$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
3.6	Temporary railroad crossing.	$700,000.00
12.1	Increase contractor overhead and extend notice to proceed 2.	$13,614.15
13	Kingman Street and Cabrera Avenue Wall Location.	$20,940.70
14	Unknown 8 inch utility line investigation.	$8,200.92
15.1	Lighting modifications.	$13,434.70
39	Additional asphalt paving north and south project limits.	$700,000.00
	CCO Total	$18,878,482.80
	Approved Contingency	$29,230,000.00
	Remaining Contingency	$10,351,517.20
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	$1,211,725.45
	Approved Contingency	$1,500,590.00
	Remaining Contingency	$288,864.55
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
2.1	De-obligation of change order.	($7,000.00)
5.1	De-obligation of change order.	($1,167.83)
6.1	De-obligation of change order.	($2,872.79)
	CCO Total	$389,074.00
	Approved Contingency	$900,661.70
	Remaining Contingency	$511,587.70

Attachment: Executed October Change Orders (12017 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts
Executed Change Orders

Number	Description	Amount
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
53.1	Westbound on-ramp staging plans.	$0.00
68	Modifications to curb ramps 4, 5, and 7.	$26,026.05
	CCO Total	$605,621.11
	Approved Contingency	$8,098,400.00
	Remaining Contingency	$7,492,778.89
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
14	Maintain existing electrical.	$5,000.00
	CCO Total	$205,582.45
	Approved Contingency	$778,576.63
	Remaining Contingency	$572,994.18
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
10	Maintain existing electrical.	$20,000.00
13	Drainage system 18 alignment.	$50,000.00
17	Unanticipated obstructions.	$10,000.00
	CCO Total	$247,194.00
	Approved Contingency	$1,129,988.00
	Remaining Contingency	$882,794.00
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
	CCO Total	($565,522.60)
	Approved Contingency	$42,785,330.00
	Remaining Contingency	$43,350,852.60
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total	$20,000.00
	Approved Contingency	$119,797.20
	Remaining Contingency	$99,797.20

Attachment: Executed October Change Orders (12017 : Project Delivery Contract Change Orders to On-Going Contracts)

Project Delivery Contracts Executed Change Orders		
Number	**Description**	**Amount**
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	$1,546,647.90
	Approved Contingency	$3,561,922.00
	Remaining Contingency	$2,015,274.10

Attachment: Executed October Change Orders (12017 : Project Delivery Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 8

Date: November 5, 2025

Subject:
Amending Existing SBCTA/SBCOG Policies

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority and San Bernardino Council of Governments:

Authorize the Executive Director, or her designee, to make non-substantive administrative edits to existing organizational policies to reflect the recent restructuring of the agency and the elimination of the Enterprise Risk Manager position.

Background:
On June 4, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the addition of a second Deputy Executive Director position and the restructuring of the agency to improve efficiency and better align with strategic goals. Additionally, on September 3, 2025, the Board authorized the elimination of the Enterprise Risk Manager position from the agency classification plan.

As a result, several policies require administrative updates to accurately reflect new roles, reporting lines, and departmental responsibilities. The bulk of the updates will be to personnel policies to reflect the Director of Management Services reporting directly to the Executive Director and newly assigned safety-related responsibilities reassigned from the Enterprise Risk Manager classification. Any policy changes that would alter the original intent, meaning, or policy direction would be brought to the Board for review.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Colleen Franco, Director of Management Services

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 9

Date: November 5, 2025

Subject:
Request for Proposals No. 26-1003381 for On-Call Employment Law Advisement Services

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

Approve the release of Request for Proposals No. 26-1003381 for the On-Call Employment Law Advisement Services Bench.

Background:
On an as-needed basis, Management Services seeks legal advice and counsel to San Bernardino County Transportation Authority (SBCTA) regarding a full range of public employment-related issues. With an established bench of qualified firms, SBCTA can maintain strategic advantages with a broader range of expertise and quicker response time to mitigate issues. The most recent on-call public employment legal services agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) expired on September 30, 2025. SBCTA intends to continue utilizing the same legal advice services outlined below.

- General employee relations and disciplinary actions.
- Federal and California employment discrimination, harassment, retaliation, and civil rights laws.
- Federal and California wage and hour laws.
- Public sector labor laws procedures.
- Public employee retirement/pension laws.
- Administrative investigations.
- Litigation and administrative hearings.
- As needed training for human resources staff, managers, and supervisors on topics related to employment law.

The contract(s), if awarded, will secure services for a five-year term not-to-exceed a combined value of $100,000.

Pursuant to SBCTA's Contracting and Procurement Policy No. 11000, SBCTA is required to award these types of contracts on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of services at a fair and reasonable price to SBCTA. Such selection shall take into consideration price, prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026. The cost for legal fees is included in the Indirect Fund (7001) Human Resources (0470), and will be planned accordingly for the future.

Entity: San Bernardino County Transportation Authority

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee October 8, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:
Colleen Franco, Director of Management Services

EXHIBIT "A"
SCOPE OF LEGAL SERVICES

On an as-needed basis provide legal advice and counsel to SBCTA regarding a full range of public employment-related issues including, but not limited to:

- General employee relations and disciplinary actions: HR practices; personnel rules; maintenance of personnel files; employee discipline; Skelly meetings; due process rights; Lubey Rights; and Weingarten Rights.

- Federal and California employment discrimination, harassment, retaliations, and civil rights laws: Title VII of the Civil Rights Act of 1964; Age Discrimination in Employment Act (ADEA); Americans with Disabilities Act (ADA); Federal Civil Rights Acts (sec. 1981 and sec. 1983 claims); and the California Fair Employment and Housing Act (FEHA).

- Leave of absence laws: Family and Medical Care Leave Acts (FMLA); California Family Rights Act (CFRA); pregnancy disability leave (PDL); military leaves of absence (USERRA and California Military & Veterans Code); worker's compensation; and other California statutory leaves of absence (jury duty, witness leave, domestic violence leave, victims of crime leave, and school activities leave).

- Federal and California wage and hour laws: the Fair Labor Standards Act (FLSA) and California's Labor Code and Wage Orders.

- Public sector labor laws procedures: the Meyers-Milias-Brown Act (MMBA); labor relations procedures before the Public Employment Relations Board (PERB).

- Public employee retirement/pension laws: Public Employee's Retirement System (PERS); County Employees' Retirement Act ("1937 Act"); and addressing service and disability retirements and eligibility for benefits under these programs.

- Administrative investigations.

- Litigation and administrative hearings.

- As-needed training for human resources staff, managers, and supervisors on topics related to employment law.

DRAFT

Attachment: RFP26-1003381 - SOW (12021 : RFP 26-1003381 for On-Call Employment Law Advisement Services)

Minute Action

AGENDA ITEM: 10

Date: November 5, 2025

Subject:
Amendment No. 4 to Contract No. 20-1002397 with CityCom

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

Approve Amendment No. 4 to Contract No. 20-1002397 with CityCom Real Estate Services, Inc., for property and facilities management services, to extend services for one additional year through December 31, 2026, and increase the contract amount by $91,542, for a revised not-to-exceed amount of $607,198.

Background:
San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City), as tenants-in-common of the Santa Fe Depot (Depot), share the responsibilities for the Depot as defined in the Cooperative Agreement No. 04-040. One of those responsibilities is the retention of a property and facility management firm. SBCTA has the responsibility of managing and facilitating a contract with a property and facilities management firm.

On November 4, 2020, the SBCTA Board of Directors (Board) approved Contract No. 20-1002397 with CityCom Real Estate Services, Inc. (CityCom), for a three-year term, for an amount not-to-exceed $241,440 for property and facilities management services at the Depot for the period of January 1, 2021, through December 31, 2023, with the option to renew for two one-year terms, for a total not-to-exceed five-year contract amount of $415,656.

The Board approved Amendment No. 1 on July 7, 2021, to add as-needed facilities management services for other commuter stations and properties where SBCTA has full or partial ownership to cover any related management services costs. The Board approved a $100,000 increase to the contract, increasing the initial three-year contract amount to $341,440 for the period of January 1, 2021, through December 31, 2023, with the option to renew for two one-year terms, for a total not-to-exceed five-year contract amount of $515,656. However, there was a typographical error in the Recommended Action, which stated that the additional $100,000 brought the total approved contract amount to $515,000, when it should have stated that the addition of $100,000 would bring the total approved amount to $515,656. Despite this error, the Board has approved a total of $515,656, by approving $415,656 at award and then approving the addition of $100,000.

On November 13, 2023, the Executive Director approved Amendment 2, exercising the first of two available one-year contract extensions, to extend services for one year through December 31, 2024.

On September 30, 2024, the Executive Director approved Amendment 3, exercising the second of two available one-year contract extensions, to extend services for one year through December 31, 2025.

On July 31, 2025, the Executive Director approved the request to release Request for Proposals (RFP) No. 25-1003327 for Santa Fe Depot Property and Facility Management and As-Needed

Commuter Station Facilities Management Services in anticipation of CityCom's contract expiration on December 31, 2025.

On July 24, 2025, RFP No. 25-1003327 was sent electronically to 1446 consultants registered on PlanetBids and was downloaded by 28 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services with ample time for consultants to respond with questions. Two proposals were received upon the final due date and were both deemed non-responsive. As a result, RFP No. 25-1003327 has been cancelled and will be re-released at a future date.

Staff has conducted an internal assessment, in addition to reviews by General Counsel and the Procurement Manager, and has developed strategies to improve the procurement process for the future solicitation. These and other improvements are aimed at increasing the response volume and attracting higher-quality proposers. The scope of work will be revised to be more inclusive, new contract language will be added to provide for a transitional period following the expiration of the current contract and extension on December 31, 2026, and other provisions will be added. The timing of the future procurement will also be carefully planned to allow adequate time for proposal review and response. Historically, SBCTA has received few responses for this contract.

Staff recommends amending Contract No. 20-1002397 with CityCom to extend services for one additional year, through December 31, 2026, and to increase the contract amount by $91,542, for a revised not-to-exceed amount of $607,198. This increase is based on an escalation rate consistent with the Price List in the original contract, including a 3.5% increase for Property Management services and fixed increase for Facility Management tasks.

Financial Impact:
The Project is included in the Budget for Fiscal Year 2025/2026 and funded with Indirect Fund (7001) in Building Operations (0805).

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Jennifer Joo, Management Analyst II

Contract Summary Sheet

General Contract Information

Contract No: 20-1002397 Amendment No.: 4

Contract Class: Payable Department: Management Services

Vendor No.: 00437 Vendor Name: CityCom Real Estate Services

Description: Santa Fe Depot Property and Facility Management Services

List Any Related Contract Nos.:

Dollar Amount					
Original Contract	$	241,440.00	Original Contingency	$	-
Prior Amendments	$	274,216.00	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	91,542.00	Current Amendment	$	-
Total/Revised Contract Value	**$**	**607,198.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**607,198.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12022

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A

Local Services N/A

Accounts Payable

Estimated Start Date: 01/01/2021 Expiration Date: 12/31/2025 Revised Expiration Date: 12/31/2026

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 607,198.00	Total Contingency: $ -
GL:	7001	01	0805	0000	53400	43001000		Indirect	241,440.00	-
GL:	7001	01	0805	0000	53400	43001000		Various	274,216.00	-
GL:	7001	01	0805	0000	53400	43001000			91,542.00	-
GL:									-	-
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Jennifer Joo
Project Manager (Print Name)

Colleen Franco
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-25-2022 10.11am (12022 : Amendment No. 4 to Contract No. 20-1002397 with CityCom)

AMENDMENT NO. 4 TO CONTRACT NO. 20-1002397

FOR

PROPERTY AND FACILITIES MANAGEMENT SERVICES

WITH

CITYCOM REAL ESTATE SERVICES, INC.

The Contract is amended as follows:

WHEREAS, CityCom Real Estate Services, Inc., DBA City Commercial Management ("Consultant") and San Bernardino County Transportation Authority ("SBCTA") entered into Contract No. 20-1002397 for Property Management and Facility Management Services ("Contract") on December 22, 2020; and

WHEREAS, on July 20, 2021, SBCTA and CONSULTANT entered into Amendment No. 1 to the Contract to include additional as-needed Facility Management services, as described in Attachment A-1, "Scope of Work," and to increase the contract amount by $100,000, for a total not-to-exceed amount of $341,440 for the initial three-year Contract period; and

WHEREAS, on November 13, 2023, SBCTA and CONSULTANT entered into Amendment No. 2 to the Contract to exercise the first of two one-year options to extend the Contract through December 31, 2024; and

WHEREAS, on September 30, 2024, SBCTA and CONSULTANT entered into Amendment No. 3 to the Contract to exercise the second of two one-year options to extend the Contract through December 31, 2025; and

WHEREAS, SBCTA desires to amend the Contract to extend the Period of Performance through December 31, 2026 and to increase the contract amount by $91,542.

NOW, THEREFORE, the Parties mutually agree to amend Contract No. 20-1002397 as follows:

A. Article 2 "CONTRACT TERM" is amended to extend the contract termination date to December 31, 2026.

B. Section 3.2 shall be amended by deleting and replacing the first sentence as follows:

   3.2 The Total 6-Year Contract Not-To-Exceed Amount is **Six Hundred Seven Thousand, One Hundred Ninety-Eight Dollars ($607,198.00).**

C. This Amendment No. 4 is effective upon execution by SBCTA.

DRAFT

Attachment: 20-1002397 Amendment 4 (12022 : Amendment No. 4 to Contract No. 20-1002397 with CityCom)

D. Except as set forth in this amendment, the Contract, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment No. 4 effective as of the last date set forth below.

CITYCOM REAL ESTATE SERVICES, INC.

By: _____
Sean T. Bailey
Chief Executive Officer

_____
(Date)

By: _____
Scott Cheramie
Secretary

_____
(Date)

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

_____
(Date)

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

_____
(Date)

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

_____
(Date)

DRAFT

Attachment: 20-1002397 Amendment 4 (12022 : Amendment No. 4 to Contract No. 20-1002397 with CityCom)

Minute Action

AGENDA ITEM: 11

Date: November 5, 2025

Subject:
Amendment No. 1 to Contract No. 19-1002064 with HDR Engineering, Inc. for Interstate 10 Eastbound Truck Climbing Lane Project

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

Approve Amendment No. 1 to Contract No. 19-1002064 with HDR Engineering, Inc. to extend the contract termination date approximately one year, for a term ending January 2, 2027, to allow sufficient time to perform closeout activities for design services for the Interstate 10 Eastbound Truck Climbing Lane Project.

Background:
The project extended the existing Eastbound Truck Climbing Lane along the Interstate 10 from just west of the Live Oak Canyon Road Interchange in the City of Yucaipa to the San Bernardino County/Riverside County border. The Project is in the San Bernardino County Transportation Authority (SBCTA) Freeway Program and is funded with Valley Freeway Measure I funds, along with State Regional Improvement Program funds, and State Trade Corridor Enhancement Program funds.

On March 3, 2021, Contract No. 19-1002064 with HDR Engineering, Inc. (HDR) was approved for the design of the Project. Construction began in March 2024, and work at large was completed in August 2025. With the project completed, closeout work began, which includes completion of the as-built plans. Estimated time needed to complete the closeout work indicates that the current contract termination date for HDR is not sufficient to complete all necessary closeout activities. Staff is recommending an amendment to extend the contract termination date by approximately one year, with a term date ending January 2, 2027, to ensure HDR is available for closeout support. This termination date places the contract's duration beyond the five-year maximum contract term under SBCTA's Contracting and Procurement Policy No. 11000, Article IV.B.4 "Contract Term", which thereby requires Board approval. Therefore, staff is recommending the Board's approval of this contract term extension.

HDR was selected through a competitive procurement process as the most qualified firm to perform construction support services for this Project based on a review of their proposal and an interview by a panel consisting of SBCTA and the California Department of Transportation staff. HDR has been providing competent services in execution of their contract. This amendment will provide the construction management services required during closeout without disruption to the overall project delivery. To date, HDR's qualifications and performance under the contract support processing this amendment with HDR through project completion. This amendment complies with Policy No. 11000, V.C.3.c, as HDR is the best firm positioned to perform this work due to their unique knowledge of the Project.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026, and funded with Valley Freeway Measure I funds, State Regional Improvement Program funds in Program 40, Project Delivery under Task 0820 Freeway Projects, Sub Task 0854 I-10 EB TCL.

Entity: San Bernardino County Transportation Authority

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Paul Melocoton, Project Manager

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 19-1002064 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 00982 Vendor Name: HDR Engineering, Inc.

Description: Engineering Services for the PS&E Phase of I-10 EB TCL Project

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	2,988,932.00	Original Contingency	$	298,894.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	66,689.10	Prior Contingency Released (-)	$	(66,689.10)
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**3,055,621.10**	**Total Contingency Value**	**$**	**232,204.90**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**3,287,826.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12013

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

State/Local Design Monthly

Accounts Payable

Estimated Start Date: 03/03/2021 Expiration Date: 01/06/2026 Revised Expiration Date: 01/02/2027

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 3,055,621.10	Total Contingency: $ 232,204.90
GL:	2520	40	0820	0854	52001	42202018	630	RIP	2,890,000.00	-
GL:	4110	40	0820	0854	52001	41100000	630	MSI	165,621.10	232,204.90
GL:									-	-
GL:									-	-
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Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: Time extension amendment only

Attachment: CSS 19-1002064-01 (12013 : Amendment No. 1 to Contract No. 19-1002064 for 10 Eastbound Truck Climbing Lane Project)

AMENDMENT NO. 1 TO CONTRACT NO. 19-1002064

FOR

INTERSTATE 10 (I-10) EASTBOUND TRUCK CLIMBING LANE PLANS/SPECIFICATIONS & ESTIMATE DESIGN SERVICES

(HDR ENGINEERING, INC.)

This AMENDMENT No. 1 to Contract No. 19-1002064 is made by and between HDR Engineering, Inc. ("Consultant") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively the "Parties" herein.

RECITALS:

A. On March 3, 2021, the SBCTA Board approved Contract No. 19-1002064 ("Contract") to engage the services of Consultant to provide professional services for design of the Interstate 10 Eastbound Truck Climbing Lane Project ("Project") and authorized contingency of $298,893.19.

B. On January 6, 2022, a contingency amendment of $66,689.10 was approved, increasing the contract amount to $3,055,621.10.

C. In March 2024, Notice to Proceed for construction was issued and in August 2025, construction was completed, and closeout activities began.

D. The Scope of Work for Consultant included support for closeout activities, including preparation of as-built plans.

E. Schedule for closeout activities are forecasted to exceed the current contract period for Contract and Parties agreed to extend the contract termination date by about one year to allow Consultant to complete the work.

NOW THEREFORE, the Parties agree as follows:

1. Amend Article 2 in its entirety to read as follows:

   "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 January 2, 2027 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."

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

3. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect.

4. This Amendment No. 1 is effective on the date executed by SBCTA.

DRAFT

Attachment: 19-1002064-01 - PDF (12013 : Amendment No. 1 to Contract No. 19-1002064 for 10 Eastbound Truck Climbing Lane Project)

IN WITNESS WHEREOF, the authorized parties have signed below.

HDR ENGINEERING, INC.

By: _____
Tom Kim
Senior Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President of the Board

Date: _____

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 19-1002064-01 - PDF (12013 : Amendment No. 1 to Contract No. 19-1002064 for 10 Eastbound Truck Climbing Lane Project)

Minute Action

AGENDA ITEM: 12

Date: November 5, 2025

Subject:
Amendment No. 1 to Contract No. 20-1002357 for Program Management and Release of Request for Proposals No. 26-1003376

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

A. Approve Amendment No. 1 to Contract No. 20-1002357 with Parsons Transportation Group, Inc., for Program Project Management and Other Specialty Professional Services, to extend the contract duration by one year, for a term ending February 28, 2027.

B. Authorize the Executive Director, or her designee, to release Request for Proposals (RFP) No. 26-003376 for Program Project Management and Other Specialty Professional Services, subject to finalization of the RFP package and approval as to form by SBCTA General Counsel.

Background:
In November 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 20-1002357 to Parsons Transportation Group, Inc. (PTG) to provide program project management and other specialty professional services. The term of Contract No. 20-1002357 is five years, ending on February 28, 2026.

The PTG team has been providing program management, administration, and project control services since March 2021. The PTG team's efforts have mainly focused on, but not limited to, the Major Projects Program, which has seen numerous positive changes over the past five years relative to project delivery. The PTG facilitated the completion of several capital projects including North First Avenue Bridge over the BNSF railyard, Interstate 10 (I-10) Eastbound Truck Climbing Lane Extension, State Route (SR) 210 Lane Addition, SR 210 Baseline Avenue Interchange, US 395 Widening Phase 1, and the Mount Vernon Avenue Viaduct. In addition, the PTG facilitated in the project delivery of several capital projects currently or soon to be underway, including the Interstate 15 (I-15) Corridor Freight and Express Lane Contract 1, Interstate 215 (I-215) University Parkway Interchange, SR 210 Waterman Avenue Interchange, I-10 Corridor Freight and Express Lanes Contracts 1/2A/2B, US 395 Phase 2, I-215 Bi-County/Segment 5 Landscape, and the I-10 Mount Vernon Avenue Interchange. Extending the contract an additional year will allow for the continuation of services while the new Program Project Management Request for Proposals (RFP) is conducted.

In order to provide a smooth transition of Project Management teams, staff is requesting the Board authorize the Executive Director, or her designee, to release the RFP for Program Project Management and Specialty Professional Services in support of the Major Projects Program and the various projects included within, at a later date within the fiscal year. This professional services solicitation is intended to result in a consultant under contract with SBCTA by fall 2026. SBCTA staff will provide overall direction for the transportation program and assign the consultant staff to perform specific job responsibilities aimed at assisting staff and providing the technical expertise necessary for managing and overseeing transportation projects. Under this new contract, the consultant will function both in-house as an extension of SBCTA staff and supplement SBCTA staff on an on-call basis. Specifically, on a full-time basis, the consultant will

assist SBCTA staff in the oversight, management, and completion of all work associated with the development and approval of the projects through construction. On an as-needed basis, technical services will be requested as required to effectively and efficiently manage the program as well as individual projects. The following general categories describe the needs of the program:

- Program Management
- Corridor Project Management
- Project Management
- Construction Management
- Project Cost Estimate Support

As needed (typically offsite):

- Technical Oversight, Peer Review, and Support
  - Survey
  - Geotechnical
  - Right-of-Way
  - Environmental
  - Tolling
- Project Controls
- Contract Management
- Administrative Support
- Interdepartmental Coordination and Support

Staff is requesting the Board approve a one-year extension to Contract No. 20-1002357 and to authorize the Executive Director to release a RFP for Program Project Management and Other Specialty Professional Services.

Financial Impact:
This item is consistent with the adopted Budget for Fiscal Year 2025/2026, and is funded with various local sources and Measure I.

Reviewed By:
This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

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

Contract Summary Sheet

General Contract Information

Contract No: 20-1002357 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 01610 Vendor Name: Parson Transportation Group, Inc.

Description: Program Project Management and Other Technical Services

Dollar Amount					
Original Contract	$	32,500,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**32,500,000.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**32,500,000.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12014

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A N/A

Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 03/01/2021 Expiration Date: 02/28/2026 Revised Expiration Date: 02/28/2027

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 32,500,000.00	Total Contingency: $ -
GL:		40	0815	0000	52010		0	Multi	32,500,000.00	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Sal Chavez
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 20-1002357-01 (12014 : Amendment No. 1 to Contract No. 20-1002357 for Time Extension and RFP No. 26-1003367)

AMENDMENT NO. 1 TO CONTRACT 20-1002357

FOR

PROGRAM PROJECT MANAGEMENT AND OTHER TECHNICAL SERVICES

(Parsons Transportation Group Inc.)

This Amendment No. 1 to Contract 20-1002357 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Parsons Transportation Group Inc. ("CONSULTANT").

RECITALS

A. SBCTA and CONSULTANT entered into Contract No. 20-1002357, dated November 12, 2020, to provide Program Project Management and Other Technical Services, effective through February 28, 2026; and

B. SBCTA and CONSULTANT now desire to extend the term by one (1) year, through February 28, 2027.

NOW THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. Article 2. Contract Term shall be deleted in its entirety and replaced with:

   "The Contract term shall commence on March 1, 2021, and shall continue in effect through February 28, 2027, 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 is not authorized to perform any work under this Contract unless and until the issuance of a written Notice To Proceed (NTP) by SBCTA's Procurement Analyst, and CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP."

2. Except as amended by this Amendment No. 1, all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

3. This Amendment No. 1 is effective upon execution by SBCTA.

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

DRAFT

Attachment: 20-1002357 - Amendment No. 1 - PDF (12014 : Amendment No. 1 to Contract No. 20-1002357 for Time Extension and RFP No. 26-

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

PARSONS TRANSPORATION GROUP INC.

By:_____
William Shelor
Senior Vice President

Date:_____

By:_____
Mike Kolloway
Chief Legal Officer

Date:_____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Rick Denison
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By:_____
Alicia J. Bullock
Procurement Manager

DRAFT

Attachment: 20-1002357 - Amendment No. 1 - PDF (12014 : Amendment No. 1 to Contract No. 20-1002357 for Time Extension and RFP No. 26-

Minute Action

AGENDA ITEM: 13

Date: November 5, 2025

Subject:
Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for Interstate 10 Cedar Interchange Project

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

Authorize the Executive Director, or her designee, to execute Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 with San Bernardino County (County) for the Construction and Maintenance of Cedar Avenue Overhead Bridge (Railroad Bridge), to increase the contract amount by $1,623,600 for the estimated increase in Union Pacific Railroad's Project management and inspection cost, for a new contract total of $2,687,600, to be funded with Measure I Valley Interchange, local funds, and Section 190 Grade Separation Program funds, upon the execution of the supplemental agreement between the County and Union Pacific Railroad, and subject to approval as to form by SBCTA General Counsel.

Background:
On October 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Construction Contract No. 22-1002784 for the Interstate 10 (I-10) Cedar Avenue Interchange Improvement (Project) to Security Paving Company, Inc. (Contractor). The Project, which includes the I-10 Interchange improvements, the Cedar Avenue widening, and the replacement of the Railroad Bridge, is approximately 58% complete, as of August 20, 2025. The construction began on January 30, 2023, with an original scheduled completion date of April 17, 2025. However, due to delays, in part related to the construction of the Railroad Bridge, construction of the eastern portion of the new bridge, which represents a portion of the first stage of the Project, is currently expected to be completed by October 2027, and the Project completed by August 2030.

In May 2022, the Board approved Assignment and Assumption Agreement No. 22-1002741 (Assumption Agreement) with San Bernardino County (County), assigning the construction rights and responsibilities from the County to SBCTA, making SBCTA the implementing agency for the Right-of-Way and Construction phases of the Project. Under the Assumption Agreement, SBCTA assumes the County's responsibilities in the Public Highway Overpass Agreement (Construction and Maintenance Agreement) with Union Pacific Railroad (UPRR) and requires SBCTA to pay UPRR for permanent and temporary rights in the amounts of $287,000 and $133,000, respectively, as well as an estimated $555,000 in work to be performed by UPRR, for an estimated total of $975,000.

On May 20, 2025, Amendment No. 1 to the Assumption Agreement was executed to add $89,000 for the extension of the Temporary Construction Easement due to the delay related to the construction of the Railroad Bridge.

As the construction of the first stage of the Railroad Bridge is expected to extend to October 2027, the County Real Estate Services Department staff is currently working with UPRR on an amendment to the Construction and Maintenance Agreement to increase the cost for the Project management and inspection work to be performed by UPRR. Based on staff

projection of the cost to be incurred, UPRR's additional cost is estimated at $1,623,600 through October 2027 for construction of the first stage of the Railroad Bridge. UPRR's additional cost for the second stage of construction will be determined based on the Contractor's actual production rates, and the number of anticipated work windows influenced by projected railroad traffic volumes in 2027. An additional amendment to the Assignment and Assumption Agreement No. 22-1002741 is anticipated once these factors have been determined. An amendment for Contract No. 20-1002342 for construction management services will also be presented to the Board before June 2026 due to the extended Project schedule.

Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 will increase the contract amount by $1,623,600 for the increase in UPRR's Project management and inspection cost, for a revised total contract amount of $2,687,600. The final amount to be paid to UPRR will be based upon the executed supplemental agreement between the County and UPRR. Based on Project progress to date, this amendment does not require an update to the overall Project funding plan as the additional cost will be covered by the $5,000,000 Section 190 Grade Separation Program funds recently granted by the State.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Interchange funds, local funds, and Section 190 Grade Separation funds, Program 40, Project Delivery under Task No.0830 Interchange Projects, Sub Task 0897 I-10 Cedar Avenue Project.

Reviewed By:
This item was reviewed and recommended for approval (18-0-1; Abstained: Saucedo) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:
Pavitra Pandey, Project Manager, Parsons

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 22-1002741 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 00559 Vendor Name: County of San Bernardino

Description: I-10 Cedar Avenue Assignment and Assumption Agreement for UPRR

List Any Related Contract Nos.: 22-1002804 (UPRR Administrative Payable)

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

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12015

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? N/A No Budget Adjustment

Zero Dollar Construction and Maintenance Agreement N/A

Accounts Payable

Estimated Start Date: 05/01/2022 Expiration Date: 12/31/2039 Revised Expiration Date:

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

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

Heng Chow
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: County entered into a 2 party C&M agreement with UPRR for the UPRR bridge. SBCTA is assuming the responsibilities to pay the ROW and CON costs related to UPRR bridge as the lead agency for the ROW and CON of the project. Amend#2 added $1,623,600 to UPRR cost to Admin payable 22-1002804 for Work to be performed by UPRR.

Attachment: CSS-22-1002741-02 (12015 : Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for I-10 Cedar

AMENDMENT NO. 2
TO ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 22-1002741

FOR

CEDAR AVENUE OVERPASS AGREEMENT

(SAN BERNARDINO COUNTY)

THIS AMENDMENT No. 2 is made and entered into by and between San Bernardino County ("County") and the San Bernardino County Transportation Authority ("Authority"). The County and the Authority may be referred to herein as a "Party" and collectively "Parties."

RECITALS:

A. The Parties entered into Assumption and Assignment Agreement No. 22-1002741 ("Assumption Agreement") on June 1, 2022, for the assignment to, and assumption by, the Authority of a portion of the County's rights and obligations under the Public Highway Overpass Agreement for Cedar Avenue ("Overpass Agreement") executed on May 16, 2022, between the County and Union Pacific Railroad Company ("Railroad").

B. On May 20, 2025, the Parties executed Amendment No.1 to the Assumption Agreement to extend the Temporary Construction Easement under Section 2, paragraph 2 of the Overpass Agreement, increasing the cost for the Temporary Construction Easement from $133,000 to $222,000, based on a 2-year extension period.

C. Due to delays related to the reconstruction of the Cedar Avenue Railroad Overpass Structure, the Authority anticipates an increase in Railroad's project management and inspection cost.

D. The Parties now desire to amend the Assumption Agreement to increase the cost for the work to be performed by Railroad from $555,000 to $2,178,600.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE ASSUMPTION AGREEMENT AS FOLLOWS:

1. RECITAL C is revised and restated in its entirety to read as follows:

   "The right of way granted by Railroad to the County under the terms of the Original Agreement is insufficient to allow for the reconstruction and maintenance of the Structure. Therefore, pursuant to the terms of the Overpass Agreement, Railroad grants to the County the additional permanent and temporary rights necessary to construct, maintain the Structure and the slope area in support of the Structure, for and in consideration in the amounts of $287,000 and $222,000, respectively, as well as an estimated $2,178,600 in work to be

DRAFT

Attachment: 22-1002741-02 - PDF (12015 : Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for I-10 Cedar

performed by the Railroad, for an estimated total of $2,687,600 the costs of which shall be borne exclusively by the Authority."

2. ARTICLE 3 is revised and restated in its entirety to read as follows:

"The Authority shall be solely responsible for the costs necessary for the additional permanent and temporary property rights, and construction and maintenance rights to construct and maintain the structure in the amounts of $287,000 and $222,000, respectively, as well as work to be performed by Railroad associated with the Project in the estimated amount of $2,178,600, for an estimated total of $2,687,600 and as set forth in the Overpass Agreement."

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

4. Except as amended by this Amendment No. 2, all other provisions of the Assumption Agreement, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.

5. The Amendment No. 2 is effective upon execution by both Parties.

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

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

DRAFT

Attachment: 22-1002741-02 - PDF (12015 : Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for I-10 Cedar

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

SAN BERNARDINO COUNTY

By: _____
Dawn M. Rowe
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Aaron Gest
Deputy County Counsel

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Carolyn Schindler
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

DRAFT

Attachment: 22-1002741-02 - PDF (12015 : Amendment No. 2 to Assignment and Assumption Agreement No. 22-1002741 for I-10 Cedar

Minute Action

AGENDA ITEM: 14

Date: November 5, 2025

Subject:
Highland/Redlands Regional Gap Connector Project - Cooperative Agreements

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

A. Approve Cooperative Agreement No. 25-1003333 with the City of Redlands for the Construction Phase of the Highland/Redlands Regional Gap Connector Project with a not-to-exceed receivable amount of $948,596, which includes $44,000 for SBCTA's Project Management costs, with a term through June 30, 2028.

B. Approve Cooperative Agreement No. 25-1003334 with the City of Highland for the Construction Phase of the Highland/Redlands Regional Gap Connector Project with a not-to-exceed receivable amount of $1,716,285, which includes $56,000 for SBCTA's Project Management costs, with a term through June 30, 2028.

Background:
The Highland/Redlands Regional Gap Connector Project (Project) is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Highland (Highland), and City of Redlands (Redlands) to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to the City of Redlands. These improvements would directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland. The only direct route to the school from Highland is via Boulder Avenue and Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students would be able to bicycle or walk to and from CVHS. As an additional bonus, this Project would also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity would allow all users of the Project to connect to the SART, which ultimately terminates at the Pacific Ocean.

On March 1, 2023, the SBCTA Board of Directors (Board) approved funding and splitting the Highland/Redlands Regional Connector Project into three separate projects including: North (1.55 miles), Gap (2.85 miles), and South (0.85 miles). Highland has completed the North Project and Redlands has completed the South Project. Both Highland and Redlands have agreed for SBCTA to take the lead on the construction phase of the Gap Project. Highland will hire and manage a design consultant to finalize and approve the 95% Plans, Specifications, and Estimates (PS&E) by the end of the calendar year.

These cooperative agreements define roles, responsibilities, and funding between the three agencies, and identify SBCTA as the implementing agency for the construction phase. SBCTA anticipates that the contract will be approximately 21 months in duration, with preconstruction services starting in December 2025. SBCTA anticipates advertising for the construction contract in February 2026, awarding the construction contract in May 2026 and a Construction Limited Notice to Proceed with a 60-calendar day procurement period of long lead items, followed by Construction Notice to Proceed in July 2026, following the project

completion in June 2027 (12 months), in addition of 2 months of Project closeout. The estimated construction capital cost of the Project is approximately $6 million.

The construction phase will be funded by the Federal Carbon Reduction Programs fund awarded to the Project by Southern California Association of Governments, the cities' share of Measure I Major Streets – Arterial Subprogram funds, and city funds for a total estimated cost of $8.9 million. SBCTA is also seeking additional funding from Mobile Source Air Pollution Reduction Review Committee funds, as approved by the SBCTA Board in 2025. Applications were due August 1, 2025, and approval notification is expected in December 2025. In addition, the Project has been submitted for Community Project Funding, and Representative Pete Aguilar's Office has recommended the Project for funding in the pending 2026 Federal Appropriations. Any future grant awards will reduce the Measure I and city shares proportionally.

SBCTA will provide Project Management services during the construction phase, estimated at $56,000 for Highland's portion of the Project and $44,000 for Redlands' portion of the Project and understands it is the cities' sole responsibility to pay 100% of the actual SBCTA Project Management costs.

Financial Impact:
The Highland/Redlands Regional Gap Connector Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Fund Arterials Program funds and local funds. A budget amendment will be presented in the future for pending grant awards.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025. **Subsequent to the recommendation, the Highland City Attorney recommended additional nonsubstantive changes to their agreement, as reflected in the attached agreement.** SBCTA General Counsel has reviewed this item and the draft agreements**, which includes Highland's nonsubstantive changes**.

Responsible Staff:
Jeffery Hill, Assistant Project Delivery Manager

Contract Summary Sheet

General Contract Information

Contract No: 25-1003333 Amendment No.:

Contract Class: Receivable Department: Project Delivery

Customer ID: REDL CI Customer Name: City of Redlands

Description: Construction Phase for the Regional Gap Connector in the City of Highland/Redlands

List Any Accounts Payable Related Contract Nos.:

Dollar Amount

Original Contract	$	948,596.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**948,596.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**948,596.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12016

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 948,596.00 Funding Agreement No: 25-1003333

Beginning POP Date: 10/01/2025 Ending POP Date: 06/30/2028 Final Billing Date: 06/30/2028

Expiration Date: 06/30/2028 Fund Admin: Yes

Parent Contract 25-1003333 PM Description Highland/Redlands Connector - City of Redlands Funds

Z-Related Contracts Z25-1003333

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	6010	40	0870	8001	42418011	948,596.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

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

Jeffery Hill
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003333 Redlands Coop (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

COOPERATIVE AGREEMENT NO. 25-1003333

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

CONSTRUCTION PHASE FOR THE REGIONAL GAP CONNECTOR IN THE CITIES OF HIGHLAND AND REDLANDS

FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO GREENSPOT ROAD IN THE CITIES OF HIGHLAND AND REDLANDS

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I. PARTIES AND TERM

A. This COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Redlands ("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 construction ("CONSTRUCTION") phase described herein or June 30, 2028, 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.

C. SBCTA shall serve as the lead agency for Project Management ("PM") of the CONSTRUCTION phase of the PROJECT. SBCTA's PM responsibilities include, but are not limited to, overseeing the selection and management of consultants and contractors, ensuring compliance with federal, state, and local standards, coordinating with the CITY, managing project schedules and budgets, and providing regular updates through Project Development Team (PDT) meetings, all as specified in this AGREEMENT. SBCTA shall be reimbursed for 100% of the actual PM costs relating to the PROJECT, of which CITY shall reimburse SBCTA a 44% portion.

Attachment: 25-1003333 - City of Redlands COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

II. RECITALS

A. WHEREAS, CITY intends to initiate improvements to Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands; and

B. WHEREAS, planned improvements include constructing new active transportation improvements including bicycle and pedestrian facilities, including traffic signal modifications, connecting the City of Highland to City of Redlands, and as further defined in Attachment A and depicted in Attachment B, both of which are attached hereto and made part of this AGREEMENT, and are defined herein as the "PROJECT"; and

C. WHEREAS, the PROJECT has been submitted for Mobile Source Air Pollution Reduction Review Committee ("MSRC") funds, as approved by the SBCTA Board of Directors in 2025. Applications are due August 1, 2025, and approval notification is expected in December 2025; and

D. WHEREAS, the PROJECT has been submitted for Community Project Funding/Congressionally Directed Spending ("CPF/CDS") discretionary grant funding, and Rep. Pete Aguilar's Office has recommended the PROJECT for funding in the pending 2026 Federal Appropriations; and

E. WHEREAS, the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to PM and CONSTRUCTION activities of the PROJECT; and

F. WHEREAS, the CITY desires SBCTA to provide PM services, estimated at $44,000, for the PROJECT, and understands it is the CITY's sole responsibility to pay 100% of the CITY's share of actual SBCTA PM costs; and

G. WHEREAS, the PROJECT cost shall be funded with pending grant funds, Measure I Valley Major Streets – Arterial Subprogam funds, and Local Funds for the CONSTRUCTION phase of PROJECT; and

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

III. SBCTA RESPONSIBILITIES

SBCTA agrees:

A. To be lead agency on PM and CONSTRUCTION and to diligently undertake and complete the CONSTRUCTION work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Project Delivery, or their designee, with concurrence of CITY on matters affecting PROJECT work within CITY's jurisdiction. SBCTA shall ensure that consultants and contractors participating in PROJECT work are

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appropriately qualified or licensed to perform the tasks assigned to them and shall be responsible for managing the quality of the PROJECT work, provided however, that all such PROJECT work occurring within the CITY's jurisdiction shall be performed in compliance with all CITY codes, ordinances, and standards, and subject to CITY review and approval as to the consistency with those requirements.

B. To contribute towards the CITY's share of the CONSTRUCTION costs of the PROJECT in an amount not to exceed $3,011,404 ("SBCTA FUNDS") as shown in Attachment A, to be paid from the CITY's balance of Measure I Valley Major Streets – Arterial Subprogam funds. The actual cost of CONSTRUCTION may ultimately vary from the estimates provided in Attachment A; however, under no circumstance are the SBCTA FUNDS to exceed $3,011,404 without a written amendment to this AGREEMENT signed by both Parties.

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 PM and CONSTRUCTION work elements, and produce monthly reports that clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by SBCTA.

E. To prepare a final accounting of expenditures, including a final invoice for the actual PM and CONSTRUCTION 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 PM and CONSTRUCTION work activities.

F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of PM and CONSTRUCTION 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 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. SBCTA's Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.

I. To designate a responsible staff member that will be SBCTA's representative in attending the PDT meetings, receiving day-to-day communication, and providing PM services.

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J. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.

K. To provide CITY with a proposed project schedule to complete the PROJECT.

L. 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.

M. To perform the PROJECT work in accordance with State and Federal standards and practices, and in compliance with applicable CITY codes, ordinances, and standards for all work within CITY's jurisdiction.

N. To provide CITY with a reasonable amount of review and approval time, which shall not be less than thirty (30) calendar days, and an opportunity to review, comment on, and approve CONSTRUCTION documents.

O. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and other field activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.

P. To obtain all necessary PROJECT permits, agreements, and/or approvals from appropriate agencies. 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.

Q. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their potential relocation.

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 may be made by any person resulting from the PROJECT.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse SBCTA for CITY's share of actual SBCTA costs incurred in an estimated amount of $800,476 ("CITY FUNDS"), which includes $44,000 towards PM, as shown in Attachment A. The actual cost may ultimately vary from the estimates provided in Attachment A. Any increase in CITY's total share of PROJECT costs above the estimates shown in Attachment A shall require CITY's prior written approval, and CITY's obligation shall be limited to costs attributable to work occurring within CITY's jurisdiction. CITY agrees to amend AGREEMENT in good faith and contribute these additional costs in accordance with Section V, Paragraph A, below.

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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 in 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. All necessary PROJECT reviews, permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors.

E. CITY's Public Works Director/City Engineer is authorized to act on behalf of CITY under this Section of the AGREEMENT.

F. 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.

G. 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.

H. To assist SBCTA as requested and when necessary exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.

I. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from SBCTA that the PROJECT is substantially completed, provided that CITY has inspected the PROJECT and prepared a punch list of any deficiencies within its jurisdiction. Acceptance shall not be unreasonably withheld or delayed, but may be withheld for any items identified on such punch list that are not completed in accordance with approved plans and specifications. Withholding or delaying acceptance because of nonmaterial work outside of CITY's jurisdiction shall be deemed unreasonable.

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. In the event SBCTA determines PM and CONSTRUCTION work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts

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identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.

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) or property damage caused by the negligent acts or willful misconduct of the CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT, provided that CITY shall have the right to participate in the defense of any such claim and SBCTA shall not settle any claim without the CITY's consent, which shall not be unreasonably withheld.

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) or property damage caused by the negligent acts or willful misconduct of SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT, provided that SBCTA shall have the right to participate in the defense of any such claim and CITY shall not settle any claim without the SBCTA's consent, which shall not be unreasonably withheld.

E. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time without cause, by giving thirty (30) 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.

In the event of termination for cause due to a material breach by the other PARTY, the terminating PARTY shall not be liable for costs or obligations arising from the breaching PARTY's performance or failure to perform, provided that the terminating PARTY has provided notice of the breach and a reasonable opportunity to cure, if applicable.

F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.

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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. The PARTIES agree to retain their books and records for a period of three (3) 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 such attempt of 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 attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs C and D of this Section.

O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original, and may be signed using electronic signatures. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

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:

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If to SBCTA: Kristi Lynn Harris
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: John Harris
Municipal Utilities & Engineering Director
35 Cajon St. Suite 15A
Redlands, CA 92374
Telephone: (909) 798-7698

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

---------- SIGNATURE PAGE TO FOLLOW ----------

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SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 25-1003333
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Rick Denison
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Iain MacMillan
Assistant General Counsel

CITY OF REDLANDS

By:_____
Mario Saucedo
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
Yvette M. Abich Garcia
CITY Attorney

ATTEST:

By:_____
Jeanne Donaldson
City Clerk

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Attachment: 25-1003333 - City of Redlands COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Attachment A

Project Scope:
Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands.

Total Project Cost Estimate and Funding Shares:
Highland Share of Project Costs: 56%
Redlands Share of Project Costs: 44%

Highland Development Share Match to SBCTA Funds: 46.4%
Redlands Development Share Match to SBCTA Funds: 23.1%

PHASE	TOTAL COST	FEDERAL CRP	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800	$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,820,290		$1,575,774	
GAP - SOUTH	$3,916,000			$3,011,404		$904,596
PROJECT MANAGEMENT	$100,000				$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$1,917,915	$3,011,404	$1,716,285	$948,596

Notes:
Award of MSRC and/or CPF/CDS funds will reduce the SBCTA Funds and City Funds proportionally, as shown in Scenarios 1 – 3 below.

Scenario 1 – Award of MSRC Funds

PHASE	TOTAL COST	FEDERAL CRP	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800	$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,820,290		$1,575,774	
GAP - SOUTH	$3,916,000			$3,011,404		$904,596
PROJECT MANAGEMENT	$100,000				$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$1,917,915	$3,011,404	$1,716,285	$948,596

Scenario 2 – Award of CPF/CDS Funds

PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800			$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,680,000	$319,490		$276,574	
GAP - SOUTH	$3,916,000		$880,000	$1,320,000		$1,319,604		$396,396
PROJECT MANAGEMENT	$100,000						$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$3,000,000	$417,115	$1,319,604	$417,085	$440,396

Scenario 3 – Award of MSRC and CPF/CDS Funds

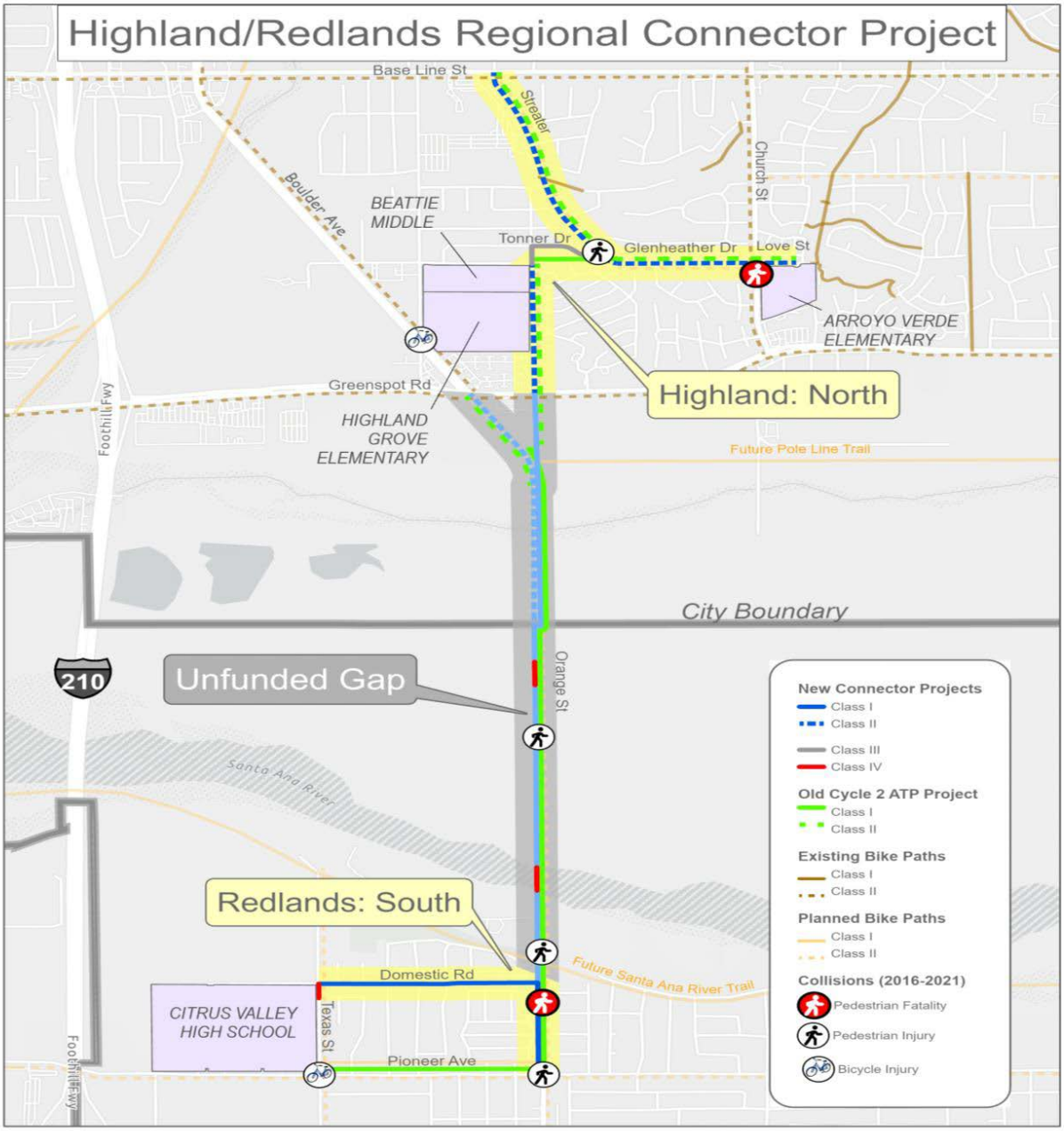
PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800		$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,219,970		$1,056,094	
GAP - SOUTH	$3,916,000		$880,000		$2,334,684		$701,316
PROJECT MANAGEMENT	$100,000					$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$1,317,595	$2,334,684	$1,196,605	$745,316

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Attachment B

Project Limits – Section listed as "Unfunded Gap" in the City of Highland and City of Redlands.



Attachment: 25-1003333 - City of Redlands COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Contract Summary Sheet

General Contract Information

Contract No: 25-1003334 Amendment No.:

Contract Class: Receivable Department: Project Delivery

Customer ID: HIGH CI Customer Name: City of Highland

Description: Construction Phase for the Regional Gap Connector in the City of Highland/Redlands

List Any Accounts Payable Related Contract Nos.:

Dollar Amount					
Original Contract	$	1,716,285.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**1,716,285.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**1,716,285.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12016

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 1,716,285.00 Funding Agreement No: 25-1003334

Beginning POP Date: 10/01/2025 Ending POP Date: 06/30/2028 Final Billing Date: 06/30/2028

Expiration Date: 06/30/2028 Fund Admin: Yes

Parent Contract 25-1003334 PM Description Highland/Redlands Connector - City of Highland Funds

Z-Related Contracts Z25-1003334

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	6010	40	0870	8001	42412009	1,716,285.00
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

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

Jeffery Hill
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003334 Highland Coop (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Attachment: City of Highland COOP comments reflects changes after submission (12016 : Highland-Redlands Regional Gap Connector Project

COOPERATIVE AGREEMENT NO. 25-1003334

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HIGHLAND

FOR

CONSTRUCTION PHASE FOR THE REGIONAL GAP CONNECTOR IN THE CITIES OF HIGHLAND AND REDLANDS

FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO GREENSPOT ROAD IN THE CITIES OF HIGHLAND AND REDLANDS

This COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Highland ("CITY"). SBCTA and CITY may be referred to herein individually as a "PARTY" and collectively as "PARTIES".

I. RECITALS

A. WHEREAS, CITY intends to initiate improvements to Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands, which includes constructing new active transportation improvements including bicycle and pedestrian facilities, including traffic signal modifications, connecting the City of Highland to City of Redlands, as reflected in Attachment A and depicted in Attachment B, both of which are attached hereto and made part of this AGREEMENT, and are defined herein as the "PROJECT"; and

B. WHEREAS, the PROJECT has been submitted for Mobile Source Air Pollution Reduction Review Committee ("MSRC") funds, as approved by the SBCTA Board of Directors in 2025. Applications ~~are~~were due August 1, 2025, and approval notification is expected in December 2025; and

C. WHEREAS, the PROJECT has been submitted for Community Project Funding/Congressionally Directed Spending ("CPF/CDS") discretionary grant funding, and Rep. Pete Aguilar's Office has recommended the PROJECT for funding in the pending 2026 Federal Appropriations; and

D. WHEREAS, the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to project management and construction activities of the PROJECT; and

Attachment: City of Highland COOP comments reflects changes after submission (12016 : Highland-Redlands Regional Gap Connector Project

E. WHEREAS, the CITY desires SBCTA to provide project management services, estimated at $100,000, for the PROJECT, and understands it is the CITY's sole responsibility to pay 56% of the CITY's share of actual SBCTA project management costs estimated at $56,0000; and

F. WHEREAS, the PROJECT cost shall be funded with pending grant funds, Measure I Valley Major Streets – Arterial Subprogam funds, and Local Funds for the construction of the PROJECT; and

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

II. TERM

Unless this AGREEMENT is terminated early as provided in Section V, Paragraph F, this AGREEMENT shall terminate upon completion of the PARTIES' obligations and responsibilities associated with the construction of the PROJECT described herein or June 30, 2028, 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.

III. SBCTA RESPONSIBILITIES

SBCTA agrees:

A. To perform project management ("PM") of the construction of the PROJECT. SBCTA's PM responsibilities include, but are not limited to, overseeing the selection, retention, and management of consultants and contractors, ensuring compliance with federal and state standards, coordinating with the CITY, managing project schedules and budgets, and providing regular updates through Project Development Team (PDT) meetings. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Project Delivery, or their 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 be the lead agency for the PROJECT under the California Environmental Quality Act (CEQA), and to comply with CEQA as applied to lead agencies.

C. To contribute towards the CITY's share of the construction cost of the PROJECT in an amount not to exceed $1,917,915 ("SBCTA FUNDS") as shown in Attachment A, to be paid from the CITY's balance of Measure I Valley Major Streets – Arterial Subprogam funds. The actual cost of construction may ultimately vary from the estimates provided in Attachment A; however, under no circumstance are the SBCTA FUNDS to exceed $1,917,915 without a written amendment to this AGREEMENT signed by both Parties.

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D. To prepare and submit to CITY signed invoices for reimbursement of allowable ~~project management~~PM services ~~PROJECT~~ expenditures from the SBCTA funds. Invoices may be submitted to CITY as frequently as monthly.

E. 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 PM and other construction ~~CONSTRUCTION~~ work elements, and produce monthly reports that clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by SBCTA.

F. To prepare a final accounting of expenditures, including a final invoice for the actual PM and other construction ~~CONSTRUCTION~~ 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 PM and other construction ~~CONSTRUCTION~~ work activities.

G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of PM and other construction ~~CONSTRUCTION~~ work for the PROJECT. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

H. To reimburse CITY for costs (Highland Development Share Match) 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 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, and to avail itself of any other legal remedies available.

~~D.~~I. SBCTA's Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.

~~E.~~J. To designate a responsible staff member that will be SBCTA's representative in attending the PDT meetings, receiving day-to-day communication, and providing PM services.

~~To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.~~

K. To provide CITY with a proposed ~~project~~ schedule to complete the PROJECT.

L. 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.

M. To perform the PROJECT work in accordance with State and Federal standards and practices.

N. To provide CITY two weeks to~~with a reasonable amount of~~ review, ~~and approval time and an opportunity to review,~~ comment on, and approve construction ~~CONSTRUCTION~~ documents.

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O. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and other field activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.

P. To obtain all necessary PROJECT permits, agreements, and/or approvals from appropriate agencies. 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.

Q. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their potential relocation.

~~F.~~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 may be made by any person resulting from the PROJECT, including the construction of the PROJECT.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse SBCTA for CITY's share of actual SBCTA costs incurred in an estimated amount of $1,716,285 ("CITY FUNDS"), which includes $56,000 towards PM, as shown in Attachment A. The actual cost may ultimately vary from the estimates provided in Attachment A and should CITY's total share of PROJECT costs exceed the estimates as shown in Attachment A, CITY agrees to work with SBCTA in good faith to attempt to agree upon an amendment to the AGREEMENT to account for the additional costs in accordance with Section V, Paragraph A, below.

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 for this Project. 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 in 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. All necessary PROJECT reviews, permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors.

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G. 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.

H. To assist SBCTA as requested and when necessary exercise the City's rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.

I. To place the acceptance of the PROJECT on a City Council agenda within thirty (30) days of receipt of written notice from SBCTA that the PROJECT is substantially completed, which acceptance shall not be unreasonably withheld or delayed.

V. MUTUAL RESPONSIBILITIES

The PARTIES agree:

A. To abide by all applicable Federal, State, and Local laws and regulations pertaining to the PROJECT, including payment of prevailing wages and compliance with the policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines PM and other construction ~~CONSTRUCTION~~ work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.

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.

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E. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

F. 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 thirty (30) 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.

G. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.

H. 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.

I. 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.

J. 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 relating to this AGREEMENT. The PARTIES agree to retain their books and records for a period of three (3) 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.

K. 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.

L. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.

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M. 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 such attempt of assignment shall be deemed void and of no force and effect.

N. 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.

O. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs C and D of this Section.

P. This AGREEMENT may be signed in counterparts, each of which shall constitute an original, and may be signed using electronic signatures. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

Q. 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: Kristi Lynn Harris
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Octavio Duran Jr., PE
Public Works Director/City Engineer
27215 Base Line
Highland, CA 92346
Telephone: (909) 864-6861

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

---------- SIGNATURE PAGE TO FOLLOW ----------

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Attachment: City of Highland COOP comments reflects changes after submission (12016 : Highland-Redlands Regional Gap Connector Project

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 25-1003334
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF HIGHLAND

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	**CITY OF HIGHLAND**
By:_____	By:_____
Rick Denison President, Board of Directors	CITY Manager
Date:_____	Date:_____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:_____	By:_____
Iain MacMillan Assistant General Counsel	CITY Attorney

DRAFT

Attachment: City of Highland COOP comments reflects changes after submission (12016 : Highland-Redlands Regional Gap Connector Project

Attachment A

Project Scope:
Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands.

Total Project Cost Estimate and Funding Shares:
Highland Share of Project Costs: 56%
Redlands Share of Project Costs: 44%

Highland Development Share Match to SBCTA Funds: 46.4%
Redlands Development Share Match to SBCTA Funds: 23.1%

PHASE	TOTAL COST	FEDERAL CRP	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800	$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,820,290		$1,575,774	
GAP - SOUTH	$3,916,000			$3,011,404		$904,596
PROJECT MANAGEMENT	$100,000				$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$1,917,915	$3,011,404	$1,716,285	$948,596

Notes:
Award of MSRC and/or CPF/CDS funds will reduce the SBCTA Funds and City Funds proportionally, as shown in Scenarios 1 – 3 below.

Scenario 1 – Award of MSRC Funds

PHASE	TOTAL COST	FEDERAL CRP	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800		$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,680,000	$919,810		$796,254	
GAP - SOUTH	$3,916,000		$1,320,000		$1,996,324		$599,676
PROJECT MANAGEMENT	$100,000					$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$3,000,000	$1,017,435	$1,996,324	$936,765	$643,676

Scenario 2 – Award of CPF/CDS Funds

PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800		$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,219,970		$1,056,094	
GAP - SOUTH	$3,916,000		$880,000		$2,334,684		$701,316
PROJECT MANAGEMENT	$100,000					$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$1,317,595	$2,334,684	$1,196,605	$745,316

Scenario 3 – Award of MSRC and CPF/CDS Funds

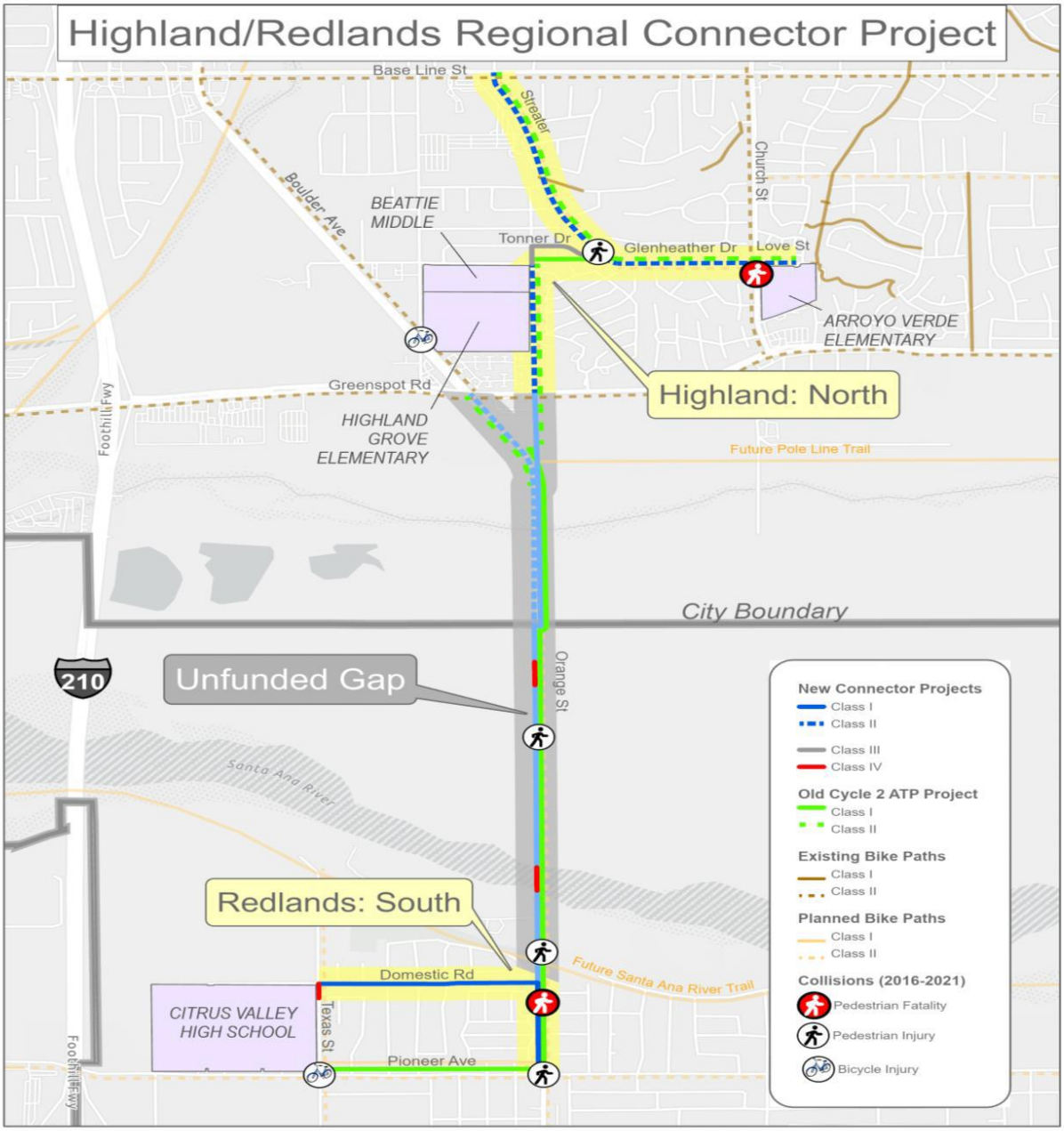
PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800			$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,680,000	$319,490		$276,574	
GAP - SOUTH	$3,916,000		$880,000	$1,320,000		$1,319,604		$396,396
PROJECT MANAGEMENT	$100,000						$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$3,000,000	$417,115	$1,319,604	$417,085	$440,396

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Attachment B

Project Limits – Section listed as "Unfunded Gap" in the City of Highland and City of Redlands.



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COOPERATIVE AGREEMENT NO. 25-1003334

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HIGHLAND

FOR

CONSTRUCTION PHASE FOR THE REGIONAL GAP CONNECTOR IN THE CITIES OF HIGHLAND AND REDLANDS

FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO GREENSPOT ROAD IN THE CITIES OF HIGHLAND AND REDLANDS

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This COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Highland ("CITY"). SBCTA and CITY may be referred to herein individually as a "PARTY" and collectively as "PARTIES".

I. RECITALS

A. WHEREAS, CITY intends to initiate improvements to Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands, which includes constructing new active transportation improvements including bicycle and pedestrian facilities, including traffic signal modifications, connecting the City of Highland to City of Redlands, as reflected in Attachment A and depicted in Attachment B, both of which are attached hereto and made part of this AGREEMENT, and are defined herein as the "PROJECT"; and

B. WHEREAS, the PROJECT has been submitted for Mobile Source Air Pollution Reduction Review Committee ("MSRC") funds, as approved by the SBCTA Board of Directors in 2025. Applications were due August 1, 2025, and approval notification is expected in December 2025; and

C. WHEREAS, the PROJECT has been submitted for Community Project Funding/Congressionally Directed Spending ("CPF/CDS") discretionary grant funding, and Rep. Pete Aguilar's Office has recommended the PROJECT for funding in the pending 2026 Federal Appropriations; and

D. WHEREAS, the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to project management and construction activities of the PROJECT; and

Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

E. WHEREAS, the CITY desires SBCTA to provide project management services, estimated at $100,000, for the PROJECT, and understands it is the CITY's sole responsibility to pay 56% of the CITY's share of actual SBCTA project management costs estimated at $56,0000; and

F. WHEREAS, the PROJECT cost shall be funded with pending grant funds, Measure I Valley Major Streets – Arterial Subprogam funds, and Local Funds for the construction of the PROJECT; and

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

II. TERM

Unless this AGREEMENT is terminated early as provided in Section V, Paragraph F, this AGREEMENT shall terminate upon completion of the PARTIES' obligations and responsibilities associated with the construction of the PROJECT described herein or June 30, 2028, 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.

III. SBCTA RESPONSIBILITIES

SBCTA agrees:

A. To perform project management ("PM") of the construction of the PROJECT. SBCTA's PM responsibilities include, but are not limited to, overseeing the selection, retention, and management of consultants and contractors, ensuring compliance with federal and state standards, coordinating with the CITY, managing project schedules and budgets, and providing regular updates through Project Development Team (PDT) meetings. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA's Director of Project Delivery, or their 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 be the lead agency for the PROJECT under the California Environmental Quality Act (CEQA), and to comply with CEQA as applied to lead agencies.

C. To contribute towards the CITY's share of the construction cost of the PROJECT in an amount not to exceed $1,917,915 ("SBCTA FUNDS") as shown in Attachment A, to be paid from the CITY's balance of Measure I Valley Major Streets – Arterial Subprogam funds. The actual cost of construction may ultimately vary from the estimates provided in Attachment A; however, under no circumstance are the SBCTA FUNDS to exceed $1,917,915 without a written amendment to this AGREEMENT signed by both Parties.

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D. To prepare and submit to CITY signed invoices for reimbursement of allowable PM services expenditures from the SBCTA funds. Invoices may be submitted to CITY as frequently as monthly.

E. 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 PM and other construction work elements, and produce monthly reports that clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by SBCTA.

F. To prepare a final accounting of expenditures, including a final invoice for the actual PM and other construction 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 PROJECT-specific PM and other construction work activities.

G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of PM and other construction work for the PROJECT. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

H. To reimburse CITY for costs (Highland Development Share Match) 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 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, and to avail itself of any other legal remedies available.

I. SBCTA's Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.

J. To designate a responsible staff member that will be SBCTA's representative in attending the PDT meetings, receiving day-to-day communication, and providing PM services.

K. To provide CITY with a proposed schedule to complete the PROJECT.

L. 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.

M. To perform the PROJECT work in accordance with State and Federal standards and practices.

N. To provide CITY two weeks to review, comment on, and approve construction documents.

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Q. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their potential relocation.

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 may be made by any person resulting from the PROJECT, including the construction of the PROJECT.

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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 for this Project. 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.

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The PARTIES agree:

A. To abide by all applicable Federal, State, and Local laws and regulations pertaining to the PROJECT, including payment of prevailing wages and compliance with the policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines PM and other construction work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.

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E. CITY and SBCTA represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation, and warrant that through their respective insurance programs they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

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Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

M. 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 such attempt of assignment shall be deemed void and of no force and effect.

N. 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.

O. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs C and D of this Section.

P. This AGREEMENT may be signed in counterparts, each of which shall constitute an original, and may be signed using electronic signatures. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").

Q. 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: Kristi Lynn Harris
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Octavio Duran Jr., PE
Public Works Director/City Engineer
27215 Base Line
Highland, CA 92346
Telephone: (909) 864-6861

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

---------- SIGNATURE PAGE TO FOLLOW ----------

DRAFT

Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 25-1003334
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF HIGHLAND

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY	**CITY OF HIGHLAND**
By:_____	By:_____
Rick Denison President, Board of Directors	CITY Manager
Date:_____	Date:_____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:_____	By:_____
Iain MacMillan Assistant General Counsel	CITY Attorney

DRAFT

Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Attachment A

Project Scope:
Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands.

Total Project Cost Estimate and Funding Shares:
Highland Share of Project Costs: 56%
Redlands Share of Project Costs: 44%

Highland Development Share Match to SBCTA Funds: 46.4%
Redlands Development Share Match to SBCTA Funds: 23.1%

PHASE	TOTAL COST	FEDERAL CRP	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800	$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,820,290		$1,575,774	
GAP - SOUTH	$3,916,000			$3,011,404		$904,596
PROJECT MANAGEMENT	$100,000				$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$1,917,915	$3,011,404	$1,716,285	$948,596

Notes:
Award of MSRC and/or CPF/CDS funds will reduce the SBCTA Funds and City Funds proportionally, as shown in Scenarios 1 – 3 below.

Scenario 1 – Award of MSRC Funds

PHASE	TOTAL COST	FEDERAL CRP	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800		$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,680,000	$919,810		$796,254	
GAP - SOUTH	$3,916,000		$1,320,000		$1,996,324		$599,676
PROJECT MANAGEMENT	$100,000					$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$3,000,000	$1,017,435	$1,996,324	$936,765	$643,676

Scenario 2 – Award of CPF/CDS Funds

PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800		$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,219,970		$1,056,094	
GAP - SOUTH	$3,916,000		$880,000		$2,334,684		$701,316
PROJECT MANAGEMENT	$100,000					$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$1,317,595	$2,334,684	$1,196,605	$745,316

Scenario 3 – Award of MSRC and CPF/CDS Funds

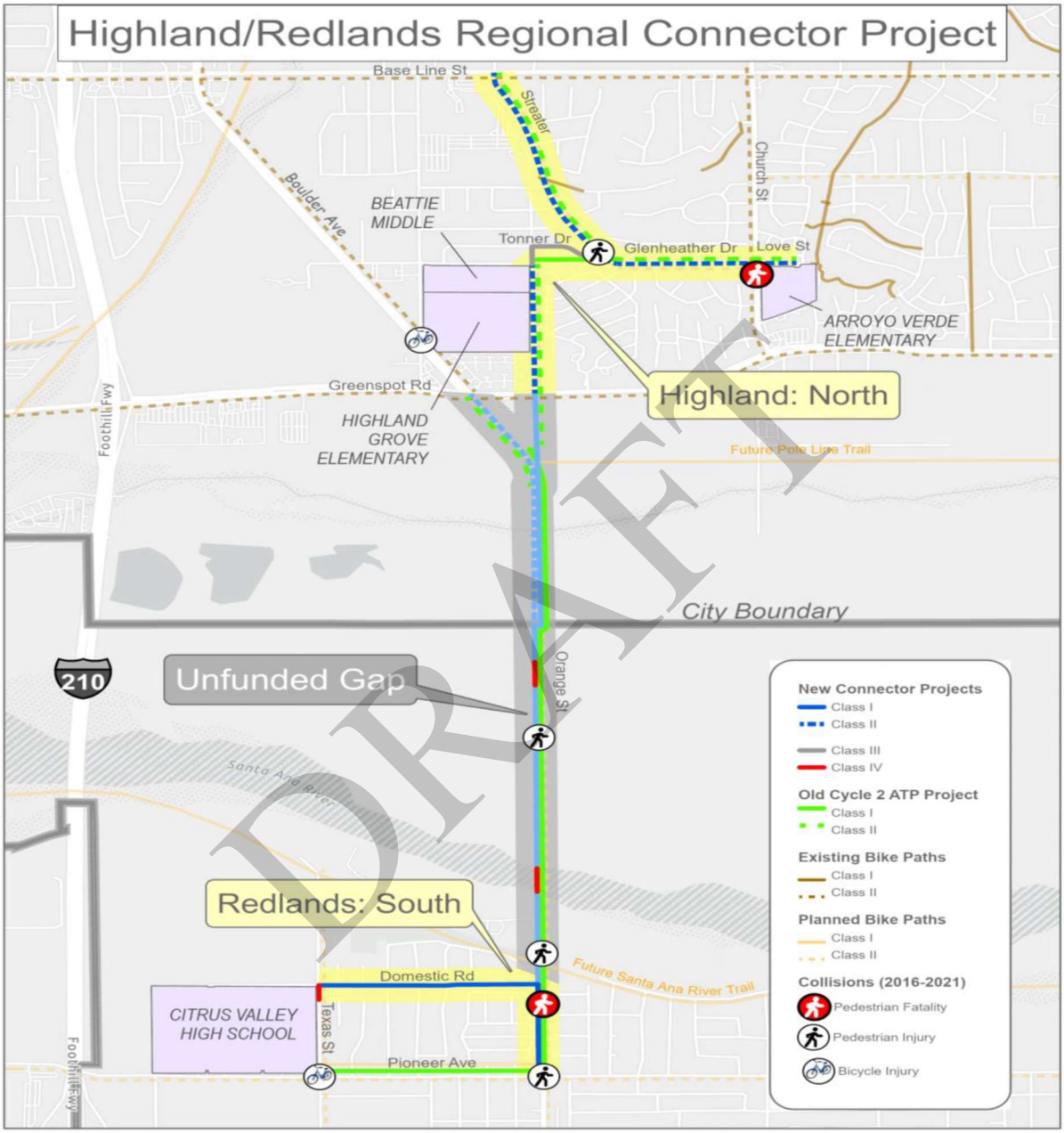
PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	$1,587,936	$1,405,800			$97,625		$84,511	
GAP - NORTH	$3,396,064		$1,120,000	$1,680,000	$319,490		$276,574	
GAP - SOUTH	$3,916,000		$880,000	$1,320,000		$1,319,604		$396,396
PROJECT MANAGEMENT	$100,000						$56,000	$44,000
TOTAL	$9,000,000	$1,405,800	$2,000,000	$3,000,000	$417,115	$1,319,604	$417,085	$440,396

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Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Attachment B

Project Limits – Section listed as "Unfunded Gap" in the City of Highland and City of Redlands.



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Attachment: 25-1003334 - City of Highland COOP - PDF (12016 : Highland-Redlands Regional Gap Connector Project Coop Agreements)

Minute Action

AGENDA ITEM: 15

Date: November 5, 2025

Subject:
2025 Transportation Development Act - Article 3 Bicycle and Pedestrian Project Awards

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

Award Transportation Development Act Article 3 funds for Bicycle and Pedestrian Facilities projects in the amount of $5,974,194 as identified in Attachment A to this item.

Background:
San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds made available to counties and cities for facilities geared toward the exclusive use of bicyclists and pedestrians, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy stipulating that 80% would be available for bicycle and pedestrian projects. The remaining 20% of the Article 3 Program funds would be made available for transit stop access improvement projects for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10% of the funds available for bicycle and pedestrian projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set aside a minimum of 50% of the remaining bicycle and pedestrian facilities project funding for smaller projects under $250,000.

On June 4, 2025, the SBCTA Board authorized the release of the TDA Article 3 Call for Projects for Bicycle and Pedestrian Improvement Projects. Local jurisdictions were notified of this opportunity through SBCTA's website and the Transportation Technical Advisory Committee email list. The amount of TDA Article 3 funds available for award was $5,977,000, with up to 10% available for maintenance of existing bicycle and pedestrian facilities and a minimum of 50% of the balance for smaller projects defined as requesting $250,000 or less. The closing date for the Call for Projects was August 6, 2025.

In total, 26 Bicycle and Pedestrian Facilities project applications from 16 jurisdictions were submitted for a total funding request of $10,261,655. An evaluation panel comprised of representatives from SBCTA, Southern California Association of Governments, Riverside County Transportation Commission, and Active Inland Empire scored the projects. Final scores represent an average of the scores allocated to each application. According to the guidelines, only projects scoring 70% or higher are eligible to receive funding.

Attachment A provides the bicycle/pedestrian facilities scoring results. Based on evaluation results, 16 projects are recommended for funding. These projects are sponsored by 10 jurisdictions, including the Town of Apple Valley and the Cities of Barstow, Big Bear Lake, Chino, Colton, Fontana, Highland, Ontario, Rancho Cucamonga, and Rialto.

For the maintenance of existing facilities with a set-aside amount of $597,000 available, the only agencies to submit applications were the City of Rancho Cucamonga and the Town of Apple Valley. With a combined total of $437,000, the amount requested is below the total set-aside available.

For the small projects requesting $250,000 or less category with a set-aside amount of $2,689,650 available, only 6 of the 11 projects scored high enough to meet the minimum 70% required for award recommendation. With a combined total of $1,074,850, the amount requested is below the total set-aside available.

For the large project requesting $250,000 or more category, the amount available after unused balances from the maintenance and small projects are carried over is $4,465,150. Only 8 of the 13 projects scored high enough to meet the minimum 70% required for award recommendation. With a combined total of $4,462,344, a balance of $2,806 will remain available for future TDA Article 3 use. See Attachment A for a complete list of applications and recommended awards, and Attachment B for a summary of award distribution for 2021 through 2025.

Financial Impact:
The award of TDA Article 3 for Bicycle & Pedestrian Projects is included in the adopted Budget for Fiscal Year 2025/2026 and funded with the Local Transportation Fund - Pass Through in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. The result of the award was emailed to the Transportation Technical Advisory Committee in parallel with the release of the General Policy Committee agenda.

Responsible Staff:
Ginger Koblasz, Data and Analytics Program Manager

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Attachment A
2025 TDA Article 3 Bicycle & Pedestrian Improvement Awards
Total Awards: $5,974,194

Maintenance Projects (10% of Total Available Funds)					Available Funds		$597,700
Rank	Project	Project Total	Local Match	Score	TDA Article 3 Request	TDA Article 3 Running Total	TDA Article 3 Total Award
1	Rancho Cucamonga Foothill Bike Lane Restriping	$433,000	$91,000	73	$342,000	$342,000	$342,000
2	Apple Valley Road Sidewalk Remediation Project	$95,000	$0	70	$95,000	$437,000	$95,000
						Subtotal	$437,000

Small Projects Requesting $250,000 or Less (50% of Remaining Funds)					Available Funds		$2,689,650
Rank	Project	Project Total	Local Match	Score	TDA Article 3 Request	TDA Article 3 Running Total	TDA Article 3 Total Award
1	Fontana Randall Pepper (O'Day Short) Elementary SRTS Sidewalk Gap Closure (SRTS)	$633,660	$383,660	87	$250,000	$250,000	$250,000
2	Rancho Cucamonga Base Line Road and Deer Creek Trail Crossing Enhancements (Bike/Ped)	$672,000	$422,000	83	$250,000	$500,000	$250,000
3	Big Bear Rathbun Creek Trail Big Bear Boulevard Crossing (Design)*	$1,550,000	$1,370,000	78	$180,000	$680,000	$180,000
4	Chino Benson Avenue Safe Routes to School Improvements from Chino Avenue to Riverside Drive (De	$65,000	$20,150	77	$44,850	$724,850	$44,850
5	Colton North La Cadena Drive Class II Bikelane Project (Bike)*	$412,125	$312,125	71	$100,000	$824,850	$100,000
6	Fontana Ted J. Porter Elementary SRTS Sidewalk Gap Closure (SRTS)	$475,061	$225,061	71	$250,000	$1,074,850	$250,000
7	Victorville 3rd Avenue Bicycle and Pedestrian Accessibility Enhancement Project (Bike/Ped)	$416,860	$212,599	69	$204,261	$1,074,850	$0
8	Victorville Sidewalk Infrastructure Enhancements and ADA Upgrades (Sidewalk)	$414,535	$169,959	68	$244,576	$1,074,850	$0
9	Adelanto Bellflower Street Sidewalk Improvements (Sidewalk)	$250,000	$25,000	63	$225,000	$1,074,850	$0
9	Chino Edison Avenue and Cypress Avenue Pedestrian and Bicycle Improvements (SRTS Design)	$200,000	$62,000	56	$138,000	$1,074,850	$0
11	County Joshua Tree Pedestrian Safety Improvements (Sidewalk)	$198,508	$19,851	53	$178,657	$1,074,850	$0
						Subtotal	$1,074,850

Large Projects Requesting Over $250,000 (Remainder Including Unspent Funds from Above)					Available Funds		$4,465,150
Rank	Project	Project Total	Local Match	Score	TDA Article 3 Request	TDA Article 3 Running Total	TDA Article 3 Total Award
1	Apple Valley Bear Valley Pathway Project (SRTS)	$1,211,812	$605,906	88	$605,906	$605,906	$605,906
2	Apple Valley Bear Valley Road Class I Bike Path Connectivity Project (Design)	$500,000	$250,000	87	$250,000	$855,906	$250,000
2	Rialto Safe Routes to School Improvements Project (SRTS)	$8,096,000	$7,096,000	87	$1,000,000	$1,855,906	$1,000,000
4	Highland Boulder Ave & Webster St School Area Sidewalk Gap Closure Project (SRTS)	$730,000	$372,300	86	$357,700	$2,213,606	$357,700
5	Rancho Cucamonga Hermosa Avenue Complete Streets Project (Bike/Ped)	$912,000	$375,000	85	$537,000	$2,750,606	$537,000
8	Barstow Street Reconstruction Rimrock Road between H St. and Agarita Ave. (Bike/Ped)	$1,000,000	$510,000	76	$490,000	$3,240,606	$490,000
6	Fontana Middle School SRTS Sidewalk Gap Closure (SRTS)	$721,745	$246,745	79	$475,000	$3,715,606	$475,000
7	Ontario Downtown Euclid Avenue Corridor Project (Design)	$1,148,828	$402,090	76	$746,738	$4,462,344	$746,738
9	Redlands Sidewalk & ADA Ramp Replacement (Sidewalk Repairs)	$1,000,000	$100,000	58	$900,000	$4,462,344	$0
10	Yucca Valley Pedestrian Safety and Connectivity Enhancement - Yucca Valley Elementary School	$993,562	$150,000	57	$843,562	$4,462,344	$0
11	Yucaipa 5th Street and Avenue E Intersection Improvements (Bike/Ped)	$361,500	$36,150	57	$325,350	$4,462,344	$0
12	Yucca Valley Pedestrian Safety and Connectivity Enhancement - Yucca Valley High School	$620,655	$100,000	52	$520,655	$4,462,344	$0
13	County Blake Street and Kerry Street Pedestrian Improvements	$786,000	$78,600	51	$707,400	$4,462,344	$0
						Subtotal	$4,462,344
						Total Awarded	$5,974,194

Note: Funding requests and matches have been rounded to the nearest dollar. **Balance Refunded to Bike/Ped Program** **$2,806**

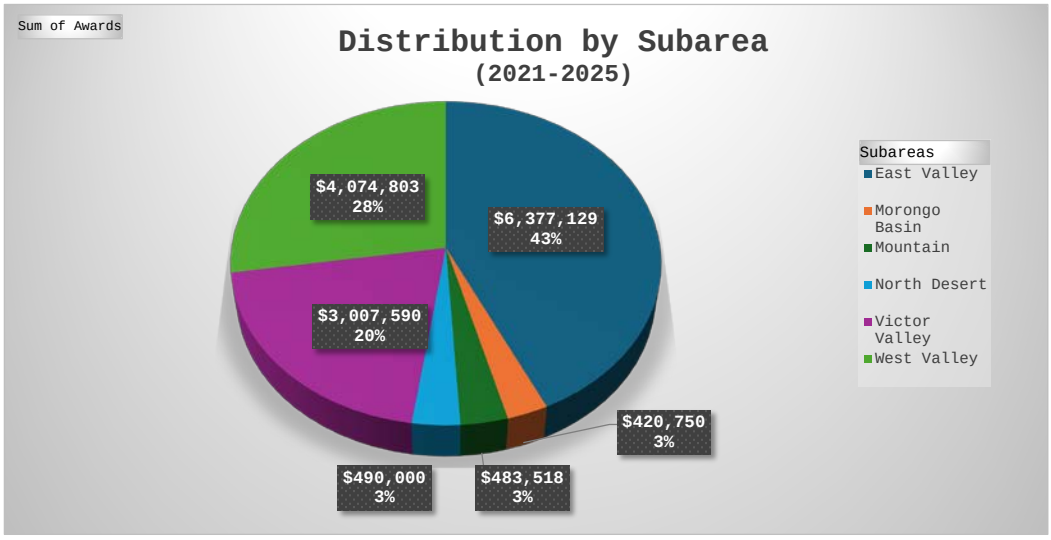
* Original requested amounts reduced from "large" to "small" due to supplemental funding secured through the Regional Early Action Planning program.

Fully Funded

Attachment: Attachment A (12005 : 2025 TDA Article 3 Awards - Bicycle & Pedestrian Projects)

Attachment B: Summary of TDA Article 3 Award Distribution (2021-2025)

Agency	2021			2023			2025		
	Number of Applications Submitted	Amount Requested	Amount Awarded	Number of Applications Submitted	Amount Requested	Amount Awarded	Number of Applications Submitted	Amount Requested	Amount Awarded
Adelanto	*Did not submit*						1	$225,000	$0
Apple Valley	2	$594,118	$594,118	3	$715,926	$715,926	3	$1,197,906	$1,197,906
Barstow	*Did not submit*						1	$490,000	$490,000
Big Bear Lake	*Did not submit*			1	$303,518	$303,518	1	$180,000	$180,000
Chino	*Did not submit*						2	$182,850	$44,850
Chino Hills	1	$170,965	$170,965	*Did not submit*					
Colton	1	$223,200	$223,200	1	$208,000	$208,000	1	$100,000	$100,000
Fontana	1	$160,000	$160,000	2	$448,848	$448,848	3	$975,000	$975,000
Grand Terrace	*Did not submit*								
Hesperia	*Did not submit*								
Highland	*Did not submit*			1	$404,172	$404,172	1	$357,700	$357,700
Loma Linda	1	$183,750	$0	*Did not submit*					
Montclair	1	$311,040	$227,545	*Did not submit*					
Needles	*Did not submit*								
Ontario	*Did not submit*						1	$746,738	$746,738
Rancho Cucamonga	3	$778,023	$311,607	1	$107,250	$107,250	3	$882,000	$882,000
Redlands	1	$180,000	$0	2	$2,280,053	$1,089,700	1	$900,000	$0
Rialto	2	$1,185,101	$1,097,021	2	$2,543,242	$1,811,836	1	$1,000,000	$1,000,000
San Bernardino	*Did not submit*								
Twentynine Palms	2	$1,700,000	$0	1	$420,750	$420,750	*Did not submit*		
Upland	*Did not submit*								
Victorville	1	$249,640	$249,640	1	$250,000	$250,000	2	$448,837	$0
Yucaipa	*Did not submit*			1	$502,158	$0	1	$325,350	$0
Yucca Valley	*Did not submit*						2	$1,364,217	$0
County - DPW	1	$85,500	$85,500	*Did not submit*			2	$886,057	$0
County - Parks	1	$180,000	$0	*Did not submit*					
Total	**18**	**$6,001,337**	**$3,119,595**	**16**	**$8,183,917**	**$5,760,000**	**26**	**$10,261,655**	**$5,974,194**
Additional Information									
Maintenance	2 of 5 Awarded (1 of which was partial)			1 of 1 Awarded			2 of 2 Awarded		
Small ($250k or less)	7 of 7 Awarded			3 of 3 Awarded			6 of 11 Awarded		
Large (over $250k)	2 of 6 Awarded (1 of which was partial)			10 of 12 Awarded (1 of which was partial)			8 of 13 Awarded		
No. Agencies Applying	13			11			16		
No. Projects Awarded	12			14			16		
No. Agencies Awarded	10			10			10		



Minute Action

AGENDA ITEM: 16

Date: November 5, 2025

Subject:
San Bernardino County Senate Bill 960: 360° Implementation Plan Grant Award

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

A. Approve Resolution No. 26-004, authorizing the Executive Director, or her designee, to negotiate, finalize, and execute, subject to approval as to form by General Counsel, Contract No. 26-1003357, a Restricted Grant Agreement between SBCTA and the California Department of Transportation, and any amendments thereto, for SBCTA to receive an amount not-to-exceed $700,000 for the development of the San Bernardino County Senate Bill (SB) 960: 360° Implementation Plan.

B. Authorize the Executive Director, or her designee, to release future Request for Proposals for the development of the SBCTA SB 960: 360° Implementation Plan.

C. Approve a budget amendment to the Fiscal Year 2025/2026 Budget, Task No. 0404, increasing the budget by $700,000 to be funded by the Sustainable Transportation Planning Grant Program.

Background:
Senate Bill (SB) 960 was signed into law in September 2024. This bill expands upon existing laws that require the California Department of Transportation (Caltrans) to improve and maintain the state's highway system. It also establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in California, including the State Highway Operation and Protection Program (SHOPP). Caltrans has long been required to prepare an asset management plan to guide project selection for the SHOPP, focusing on targets and performance measures that align with the state's goals and objectives.

With SB 960, Caltrans is now mandated to incorporate complete streets assets into the SHOPP. In light of the growing demand for active transportation and transit options, the San Bernardino County Transportation Authority (SBCTA) suggested partnering with Caltrans to assist in fulfilling the requirements of SB 960. This is intended to give San Bernardino County residents a greater voice in prioritizing projects under the SHOPP. Therefore, in January 2025, with the approval of the Executive Director, SBCTA applied for funding through Caltrans' Sustainable Transportation Planning/Sustainable Communities Grant Program. The application proposed a grassroots, 360° approach to identifying targets and performance measures for complete streets assets within San Bernardino County along the Caltrans highway system, as mandated by SB 960. The San Bernardino County SB 960: 360° Implementation Plan (short title: 360° for 960) aims to hire an experienced consultant to deliver the following via a publicly available StoryMap with easy-to-read dashboards:

1. Identification and assessment of bike, pedestrian, and transit facilities on and alongside the state highway system,
2. Review of key studies, plans, and best practices,
3. Definition of performance measures and solutions to support active transportation and transit, and

4. Selection of clear, quantifiable targets, which include accomplishments, goals, objectives, costs, and performance measures.

In July 2025, SBCTA received notification of its award from Caltrans for the San Bernardino County 360° for SB 960 Implementation Plan project. The recommendations presented in this agenda item represent the requirements from Caltrans for a grant agreement.

Financial Impact:
This item is not consistent with the adopted Budget for Fiscal Year 2025/2026. A budget amendment to increase Task No. 0404 by $700,000 through the Sustainable Transportation Planning Grant is included in Recommendation C.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:
Ginger Koblasz, Data and Analytics Program Manager

RESOLUTION NO. 26-004

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE SAN BERNARDINO COUNTY SENATE BILL (SB) 960: 360° IMPLEMENTATION PLAN

WHEREAS, SBCTA is eligible to receive Federal and/or State funding for certain transportation planning related plans, through Caltrans;

WHEREAS, SBCTA has been successful in being awarded a State transportation planning grant in the amount of $700,000 for its SB 960 implementation plan project;

WHEREAS, SBCTA needs to execute a Restricted Grant Agreement with Caltrans before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, SBCTA wishes to delegate authority to the SBCTA Executive Director to execute this agreement and any amendments, subject to approval as to form by SBCTA General Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SBCTA:

Section 1. The Executive Director, or designee, is authorized to execute a Restricted Grant Agreement between SBCTA and Caltrans, and any amendments thereto, necessary for the award of the State Transportation Planning Grant to SBCTA for its SB 960 implementation plan project in an amount not-to-exceed $700,000, subject to approval as to form by General Counsel.

Section 2. This Resolution is effective upon the date of its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on November 5, 2025.

_____
Rick Denison, Board President

ATTEST:

_____
Marleana Roman, Clerk of the Board

DRAFT

Attachment: 360 for 960 Resolution_250723 (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Contract Summary Sheet

General Contract Information

Contract No: 26-1003357 Amendment No.:

Contract Class: Receivable Department: Planning and Regional

Customer ID: CDOT Customer Name: California Department of Transportation (Caltrans)

Description: San Bernardino County SB 960: 360° Implementation Plan Grant Award

List Any Accounts Payable Related Contract Nos.:

Dollar Amount					
Original Contract	$	700,000.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**700,000.00**	**Total Contingency Value**	**$**	**-**
	Total Dollar Authority (Contract Value and Contingency)			**$**	**700,000.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12006

Contract Management (Internal Purposes Only)

State Funding Agreement N/A

Accounts Receivable

Total Contract Funding: $ 700,000.00 Funding Agreement No: 26-1003357

Beginning POP Date: 08/08/2025 Ending POP Date: 06/30/2028 Final Billing Date: 08/30/2028

Expiration Date: 06/30/2028 Fund Admin: Yes

Parent Contract 26-1003357 PM Description San Bernardino County SB 960: 360° Implementation Plan Grant Award

Z-Related Contracts

	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:	2703	20	0404	0422	42217728	$700,000.00
GL:						
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-
GL:						-

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

Ginger Koblasz
Project Manager (Print Name)

Steven Smith
Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 26-1003357 (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

SCOPE OF WORK

A 360 Degree Look at Senate Bill (SB) 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	FY 2025-2026
Project Title	360 Degree Look at Senate Bill (SB) 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)
Organization	San Bernardino County Transportation Authority (SBCTA)

Background

As the title indicates, this project will take a 360-degree look at SB 960, which applies to state highways, in San Bernardino County. It will take a grassroots, 360° (from all angles) approach to identifying targets and performance measures for complete street assets in San Bernardino County along the California Department of Transportation (Caltrans) state highway system as, required by SB 960 regulation.

Together with the public, community-based organizations, member jurisdictions, transit operators, and Caltrans, the project will (1) identify and assess bike, pedestrian, and transit facilities on and along the state highway system, (2) review key studies, plans, and best practices, (3) define performance measures and solutions supporting active transportation and transit, and (4) set clear targets with quantifiable accomplishments, goals, objectives, costs, and performance measures. These features will be delivered via an online StoryMap hosted on SBCTA's website with relevant downloadable geographic information system data and application programming interface links.

This project is needed not only because SB 960 mandates it but because transportation agencies need to better protect and serve vulnerable road users of all abilities and means, particularly in San Bernardino County where 13.2% live in poverty, which is higher than both the state (12.3%) and national (12.8%) averages (source: U.S. Census Bureau, American Community Survey, 1-Year Estimates). In addition to meeting SB 960 requirements, 360° for SB 960 also addresses the guiding principles of the Climate Action Plan for Transportation Infrastructure, 2024 Regional Transportation Plan/Sustainable Communities Strategy, and SBCTA's Long Range Multimodal Transportation Plan by making transit and active transportation more viable and attractive transportation options.The County of San Bernardino is the largest county in the continental United States, spanning over 20,000 square miles and home to a population of 2.2 million. The county boasts roughly 980,000 jobs and a diverse mix of geography that includes urban development, farmland, the San Bernardino Mountains, and expansive desert regions. With almost 1,200 miles of state highways, San Bernardino County has more state highway mileage than Los Angeles and Orange Counties combined.

The Caltrans network is the backbone of San Bernardino County's highway system and is the primary "main street" for many of the outlying communities. For example, in the Victor Valley, Interstate (I) 15, U.S. 395, State Route (SR) 18, and SR-138 all play critical roles in local mobility as well as regional, and SR-62 can be considered the "main street" of the Morongo Basin. The primary arteries in the mountains are almost all state highways.

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

SB 960 and the Caltrans District 8 Active Transportation Plan (ATP)

The SB 960 legislation can be reviewed at: Bill Text - SB-960 Transportation: planning: complete streets facilities: transit priority facilities. The following statement from the bill text indicates the reason the bill was thought to be needed:

> *"Despite policy commitments by the department since 2008 to implement safe and multimodal street designs, progress toward implementation has been slow. The 2024 draft state highway operation and protection program (SHOPP) reveals that significant progress must still be made toward achieving the policy set forth in DP-37 and delivering facilities that are comfortable, convenient, and connected for users of all ages and abilities. According to the 2024 draft SHOPP, only 21 percent of SHOPP projects include meaningful complete streets facilities, such as bikeways, sidewalks, and crosswalks, and the investment levels fall short of being on track to reach the department's 10-year investment projections. At the same time, deaths and serious injuries from vehicles in California reached an over 30-year high in 2022, which is the most recent year with finalized data."*

Among other things, the bill would require the department to commit to specific 4-year targets to incorporate complete streets facilities, including pedestrian and bicycle facilities, into projects funded by the State Highway Operations and Protection Program (SHOPP).

Significant groundwork has already been laid for this project through the Caltrans District 8 ATP. An ArcGIS StoryMap provides an interactive way to view existing conditions and needs for people walking and biking in District 8, which includes the counties of San Bernardino and Riverside. The primary outputs of the ATP are lists and maps of location-based needs, prioritized highway segments, and prioritized highway crossings, which are also mapped on this site. The site can be accessed through this link: Caltrans District 8 Active Transportation Plan.

Caltrans evaluated data about the SHS from its own inventories, from local and regional plans, and from extensive public input to determine where gaps and barriers in walking and bicycling infrastructure are present. Locations were identified as having needs if they met one or more of the following criteria:

- Main Street sidewalk gaps
- Sidewalks in fair or poor condition
- Sidewalks along higher-speed highways
- Stressful pedestrian or bicycle crossings (accounting for the absence of median islands and marked crossings, posted speed limits, and other factors)
- Stressful bicycle segments (due to factors such as high speeds, high traffic volumes, and narrow or absent bikeways)
- Infrequent opportunities to cross under or over freeways
- Freeway interchanges requiring upgrades of various kinds to be more comfortable for people walking or bicycling

The map shown in Figure 1 displays where location-based needs exist in District 8 for people walking or bicycling along the highway (shown as lines) or across the highway (shown as dots). Many of the dots shown on freeways are related to crossings at freeway interchanges.

Figure 1. Location-Based Needs from the District 8 ATP StoryMap



Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Most transit riders do not have cars and are solely dependent upon transit and/or our active transportation system. In addition, access to transit stops on many of the arterial state highways is lacking or inconsistent, and the bicycle/pedestrian connections are often spotty or nonexistent. For example, on SR-62 in the City of Yucca Valley, there are no provisions for bicycles on or parallel to the roadway, and sidewalks are spotty or discontinuous. In the photograph below (Figure 2), looking westbound east approaching the SR-247 junction, there is a relatively new transit shelter, but sidewalk connectivity eastbound is limited, and the westbound connectivity is nonexistent. This results in longer walking distances and conditions that could be hazardous. For some highways, bicycle accommodations on the state highway may be appropriate; in other cases, it may be more appropriate for accommodations on a parallel local street. These are some of the types of design dilemmas that need to be addressed to carry out the objectives of SB 960.

Figure 2. SR-62 Looking Westbound, East of SR-247



Table 1 outlines how the 360° for SB 960 Implementation Plan will help Caltrans meet SB 960 obligations while going above and beyond to ensure obligations are met in a meaningful way that will maximize the long-term benefits of the effort.

Table 1. How the 360° for SB960 Implementation Plan will help Caltrans meet SB 960 Obligations.

New SB 960 Requirements	How 360° for SB960 will Support New Requirements
• Adopt complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities on the state highway system. • Commit to 4-year targets to incorporate complete streets facilities into projects funded by SHOPP.	Take a **bottom-up approach** to develop the following on and along the state highway system in San Bernardino County: • Complete streets targets and performance measures that include the existence and conditions of bicycle, pedestrian and transit priority facilities. • Suggested 4-year targets that incorporate complete streets facilities. **Bonus:** SBCTA will coordinate with Caltrans on these target projects and actively work with member jurisdictions to seek opportunities for project implementation. Additionally, accountability will be encouraged by making the targets and performance measures for bicycle, pedestrian and transit facilities publicly available via a StoryMap with easy-to-read tracking dashboards.

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

• New SB 960 Requirements	How 360° for SB960 will Support New Requirements
• Must adopt a transit policy to guide implementation of transit priority facilities and stops on the state highway system by July 1, 2027. • Guidance must define transit performance measures and identify the department's responsibilities in supporting transit vehicles on the state highway system.	Work closely with local communities to: • Provide public review and comment on draft transit policy guidelines developed by Caltrans. • Develop meaningful transit performance measures that both best suit local needs and inspire increased transit ridership and active transportation. **Bonus:** The 360° for SB 960 Implementation Plan will assess proactive solutions such as: 1) transit signal priority, queue jumps, and selective opportunities for bus-on-shoulder during peak hours and 2) bicycle and pedestrian facilities that are "along", not on, Caltrans right-of-way to more safely provide the same active transportation network connections.
• SHSMP must include specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities.	Develop specific quantifiable accomplishments, goals, objectives, costs, and performance measures for complete streets and transit priority facilities. **Bonus:** The results will be published in a dynamic online StoryMap with easy-to-read dashboards.
• Develop and adopt a project intake, evaluation, and encroachment permit review process for complete streets that are sponsored by a local jurisdiction or transit agency. • Produce a report regarding project applications. • Designate an encroachment permit manager to each district.	Once the process has been adopted, as with all local projects in Caltrans right-of-way, SBCTA will assist member jurisdictions throughout the process by advising on logistical specifications, design eligibility, regional consistency, and fund administration requirements. This will continue beyond the 360° for SB 960 Implementation Plan project timeline.

The Caltrans District 8 ATP has already identified most, if not all, locations where bicycle and pedestrian deficiencies exist on state highways (**Figure 1**). Deficiencies have also been identified with the help of the public on SR-18 as documented in the recently completed "Town of Apple Valley Corridor Connections: Highway 18 Access Plan", which recommends a corridor-wide multi-use path, crosswalk additions and enhancements, signal modifications, drainage improvements, and shade.

Additionally, Victor Valley Transit Authority staff have identified an opportunity along I-15 where congestion during peak hours makes it difficult to provide reliable transit service. This area has also been identified as an equity priority community in District 8's ATP (**Attached Exhibits 7 and 10-12**). While the future Brightline project will help alleviate congestion caused by "Vegas Traffic," particularly southbound return trips on Sundays, there is still sufficient local congestion to warrant examination of bus-on-shoulder opportunities. Ultimately, the goal should be to make transit not only a viable option but a preferable one. Providing buses with traffic-free lanes on state highways is one way to accomplish this goal.

The 360° for SB 960 Implementation Plan will make recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or that could be funded through a collaboration with SBCTA and its member agencies.

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Task 01: Project Administration

Given that the focus of SB 960 is on state highways, SBCTA and Caltrans District 8 Planning will be collaborating closely throughout the project. Upon project award, SBCTA, will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations, including invoicing, quarterly reporting and all other relevant project information including scope, consultant type, and stakeholders. SBCTA will highlight and determine scope refinements.

As the project progresses, SBCTA will prepare and submit invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Task Deliverables
• Project kick-off meeting at the start of the program with Caltrans and SBCTA, and • Invoicing and quarterly reporting to Caltrans

Task 02. Consultant Procurement

SBCTA will procure an experienced consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, the Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and an initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine and release the RFP, subject to SBCTA Board and Caltrans approval.

SBCTA and Caltrans will review and determine the most qualified consultant, with SBCTA awarding a contract to the selected consultant.

A project kick-off meeting will be scheduled with the consultant and stakeholders to discuss the proposed work plan and establish tasks and timelines in accordance with Caltrans grant requirements. The consultant will finalize an action plan outline for SBCTA staff approval.

Task Deliverables
• Meeting agenda, participant list, meeting notes, list of action items, • Draft Scope of Work and RFP, • Final RFP, • Review and ranking of qualifications by SBCTA staff/Caltrans, • Executed consultant contract, and • Meeting agenda, participant list, meeting notes, list of action items and action plan.

Task 1. Technical Advisory Committee, Stakeholder, and Public Outreach

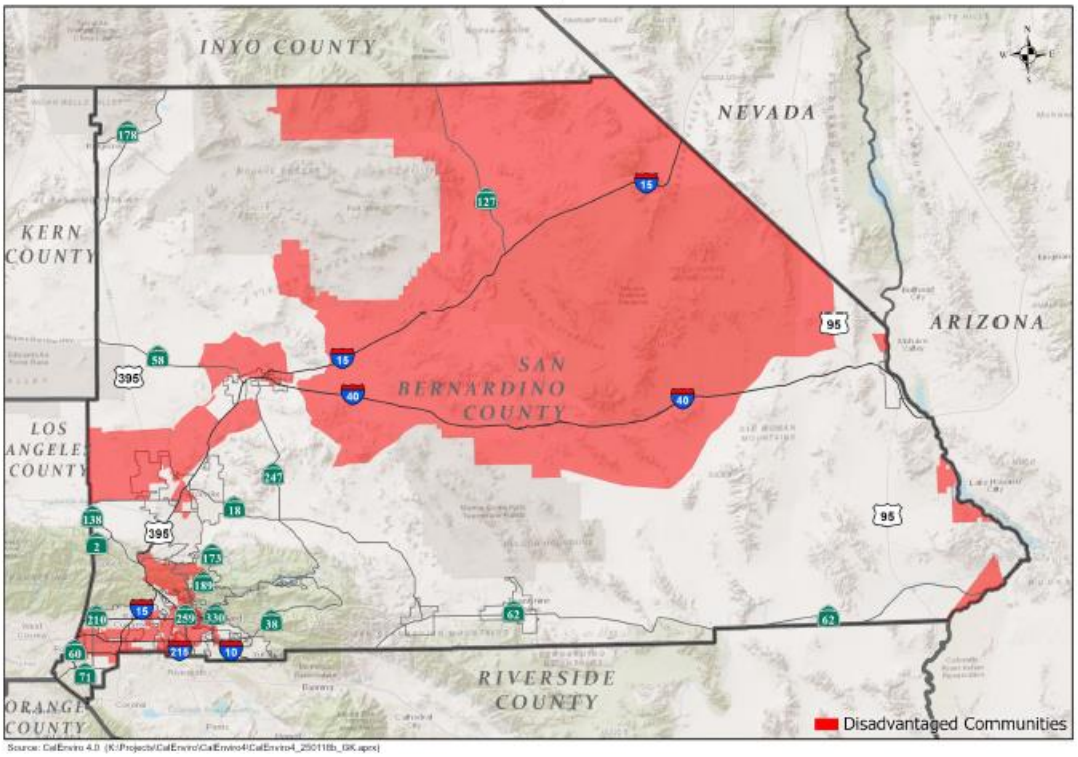
Legislators and the public have been repeatedly calling for more complete street options via several avenues including through (1) the passing of SB 960, (2) calls for more active transportation options and improved transit service during development of the SBCTA Long Range Multimodal Plan (https://www.gosbcta.com/wp-content/uploads/2024/12/Draft-LRMTP-Appendix-A-Community-and-Stakeholder-Engagement.pdf), (3) public comments on District 8's Active Transportation Plan, and (4) during local planning efforts such as the "Town of Apple Valley Corridor Connections: Highway 18

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Access Plan" public outreach process. The 360° for SB 960 Implementation Plan will help tie it all together and lay the foundation for complete streets and/or strategic complete street features on the state highway system in areas where it is appropriate to do so.

Approximately 43% (or 936,000) of the County's population resides within the disadvantaged communities designated by CalEPA for the purpose of SB 535. These areas represent the 25% highest scoring census tracts in CalEnviroScreen 4.0. (**Figure 3**). In fact, the City of San Bernardino (pop: 222,101), the largest of the 24 cities within the County, is the number one ranked impacted area in the State. Overall, the County ranks poorly in air quality, with an "F" grade from the American Lung Association's 2025 Annual State of the Air Report and being located in an extreme non-attainment area for ozone in the South Coast Air Basin. The County also suffers from poor public health outcomes and high fatality rates, especially for bicyclists and pedestrians. Health indicators in the County Community Indicators Report show that 68% of adults in San Bernardino County are either obese or overweight, compared to 62% of adults in California. Residents in disadvantaged communities are less likely to own cars, and more dependent upon our transit and active transportation systems to get to school, work or play. These residents are also more acutely impacted by vehicular emissions, contributing to the health statistics cited above.

Figure 3. Disadvantaged Communities (SB 535)



Ordinally, a project might begin its public/stakeholder involvement with the identification and assessment of existing conditions and relevant plans. However, because this project will be relying heavily on grassroots efforts, it is important to bring the stakeholders, advisory committees, and public onboard right away. While District 8 ATP has already identified a list of active transportation deficiencies on the state highway system, additional outreach must be done to identify transit deficiencies.

The 360° for SB 960 Implementation Plan will develop and implement an extensive Outreach Plan to identify transportation opportunities that lead to greater mobility and healthier environments for DACs by improving transit accessibility and reducing Vehicle Miles Traveled (and the resultant GHG emissions), along with providing more walking and biking options to improve both safety and physical activity levels in our DACs. As part of the Outreach Plan, the 360° for SB 960 will:

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

- Develop and meet with a technical advisory committee of local jurisdiction and transit agency staff a minimum of five (5) times,
- Develop and meet with a diverse stakeholder group of community and business representatives a minimum of five (5) times,
- Conduct public outreach at a minimum of four (4) community events,
- Organize at least three (3) on-site, multimodal audits, one for each of the three state highway "focus areas" as identified in Task 2. These field visits will look at all modes, with an emphasis on walk, bike, and ride (via transit), and
- Release online surveys.

Task Deliverables
• Outreach plan, • Confirmed list of core technical group and larger stakeholder group members, • 360° for SB 960 logo, • Minimum of 5 technical advisory meetings, with agendas, participant lists, comments, summaries, recordings, and follow-up comments, • Minimum of 5 stakeholder (including DAC participation) meetings, with agendas, participant lists, comments, summaries, recordings, and follow-up comments, • Public outreach at a minimum of 4 community events with summary of input gathered. • At least 3 on-site, multimodal audits, one for each of three state highway "focus areas" as identified in Task 2. These field visits will look at all modes, with an emphasis on walk, bike, and ride (via transit). • Online survey(ies) • Advertising materials, printouts of website and social media posting and any commentary, and meeting recordings, and • StoryMap that includes a copy of the Outreach Plan and provides project updates, notification of upcoming meetings and field audits, and collects location-based comments.

Task 2. Existing Conditions Assessment with Identification of High Priority Focus Areas

As noted earlier, a substantial amount of work has been done by Caltrans District 8 regarding active transportation needs. Some of these are also related to transit stops. Now with SB 960 requirements as a frame of reference, the next steps can be taken to translate the assessment of needs into action.

Task 1 will take everything that has been accomplished by District 8 thus far, particularly the prioritized needs from the ATP StoryMap, and ask the next logical question:

> "What are the physical conditions on these segments of state highway and what is their potential for improvement?"

Task 1 will build on the needs identified in District 8's ATP and other relevant plans to develop a more thorough inventory that includes an assessment of both active transportation and transit mobility problems that can potentially be addressed. Existing conditions of all sites will be documented. Specific strategies and opportunities to address those problems will then be developed in Task 2.

It is believed that the best use of the funds from this Caltrans grant will be to focus on specific sections of highway that have some combination of both the greatest need and the greatest opportunity for improvement.

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

The proposed approach to Task 1 is as follows:

- Conduct a screening process to identify highway segment "focus areas." These will be the state highway segments with some combination of the greatest need and greatest opportunity for improvement. By focusing on these segments, Caltrans staff will be in the best position to make recommendations for funding, whether that be in the SHOPP or in a collaborative funding arrangement with SBCTA and/or local jurisdictions. While the focus areas would be identified as part of the process, to illustrate this concept, sample segments might include:
    - U.S. 395 from I-15 to Adelanto. The question here will be whether and how to accommodate north-south bicycle/pedestrian movement in the state right-of-way or whether to collaborate with the cities to focus on a contiguous parallel route.
    - SR-18 in the City of Big Bear Lake. This is the biggest concentration of bike/ped activity in the mountains and has unique needs related to tourism and recreation.
    - SR-62 in the commercial areas of the City of Yucca Valley and Twentynine Palms. This is another site with significant recreational activity, but with a growing commercial base, made more complicated by through traffic, to include increasing truck activity. Active transportation facilities are discontinuous or non-existent.
    - SR-18 segments in the commercial areas of the City of Victorville and the Town of Apple Valley.
    - I-15 segment in the City of Victorville where congestion prevents Victor Valley Transit Authority from providing reliable service during peak hours.
- For each "focus area" provide mapping and data that will allow for specific mobility problems and improvement opportunities to be identified. It is here that the public and agency outreach will be focused (see Task 3). The problems and opportunities will be "workshopped" in that task to arrive at realistic concepts for incorporation of the complete street features. SBCTA will collaborate with Caltrans to refine this approach as needed.
- For each focus area, prepare a brief statement of purpose and need as well as planning-level schematics of potential alignments of active transportation facilities (both within and outside Caltrans ROW, as appropriate). These are candidate improvements, not final recommendations, that can be vetted and refined based on the stakeholder and public outreach.
- Based on assessment, input from stakeholders, and public outreach, prepare a StoryMap showing focus area assessments and plans.

Task Deliverables
• Review of all relevant existing documentation, • Assessment of existing conditions, • Identification of focus areas, • Mapping and data that can be used to identify mobility problems and improvement opportunities, • Brief statement of purpose and need and preparation of planning-level schematics, and • StoryMap identifying assessment of existing deficiencies, identification of focus areas, and draft plans for improvement.

Task 3. SB 960 Metrics and Analysis

Solutions for some of the identified challenges are already included in funding programs. For example, the solution for transit efficiency and mobility on the I-10 and I-15 will be accommodated through free access for buses in high-occupancy toll (HOT) lanes, providing for more reliable transit travel times. The first

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

segment of the Southern California Association of Governments (SCAG) HOT lane (or "managed lane") system on I-10 was completed in 2024 from the Los Angeles County line to I-15. The I-10 HOT lanes will also be free for 3+ vanpools and carpools.

A new segment of HOT lanes on I-15 between the Riverside County line and SR-210 will begin construction later this year, also providing for improved transit reliability and discounts for vanpools and 3+ carpools. I-15 in the Cajon Pass is also planned for HOT lanes that will be beneficial for transit reliability. In the meantime, the Pass is a source of significant congestion and delays for all vehicles, including transit and HOVs. Therefore, a low-cost solution such as bus-on-shoulder will be examined for potential operational benefits as part of the SB 960, recognizing that the long-term solution is to complete the HOT lanes through the Cajon Pass as planned in the SCAG managed lane network.

Arterial state highways represent a different environment and more opportunities for complete street elements. Buses, cyclists, and pedestrians use these roads on a regular basis, and there are known deficiencies, as previously discussed. There are also opportunities for transit priority at signalized intersections, as well as for street-crossing improvements and longitudinal improvements that benefit cyclists and pedestrians. To the extent possible, the benefits of the proposed improvements will be quantified. Metrics for each identified location within a focus area could include:

- Existing conditions from Task 2 (e.g. speeds of transit and regular traffic, collision history, traffic volumes, seasonal variations in volume and congestion, etc.)
- Estimates of potential improvement in metrics, such as transit speeds and use of collision reduction factors (CRFs) to estimate safety benefit based on improvement type.
- Cost estimates and potential project development schedule for improvements
- Assessment of funding potential through local revenue streams, competitive grant programs, and inclusion in the SHOPP.

Key targets will then be identified and divided into 4-year phases for the following 12 years with clear, measurable accomplishments, goals, objectives, cost estimates, and performance metrics.

SBCTA will work with Caltrans District 8 throughout the duration of this task to formulate improvements, evaluate potential project development timelines, identify funding opportunities, and attempt to fit improvements into programming cycles. SBCTA will also ensure that the public is provided ample opportunity for input and that the public-facing project dashboard is kept up to date.

Task Deliverables
• Technical memorandum describing specific improvements for each focus area, potential project development timelines, funding opportunities, and identification of potential programming cycles for state and other funding. • List of key project development targets divided into 4-year phases for the following 12-years with measurable accomplishments, goals, objectives, cost estimates, and performance measures. • StoryMap with project metrics and key targets with an easy-to-understand update tracking dashboard.

Task 4. Draft and Final Plan

A 360° for SB 960 Draft Report and Implementation Plan will be delivered in a StoryMap e-Plan format. It will document recommendations for how to address active transportation and transit deficiencies on the state highway system in San Bernardino County and identify candidate projects for incorporation into the SHOPP or funded through a collaboration with SBCTA and its member agencies. The report will provide an overview of the project and organize sections by focus area so that Caltrans District 8 can easily

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

communicate the recommendations to management, local agencies, and the public, as well as provide input to subsequent programming documents. The draft e-Plan will be presented to SBCTA technical and policy committees and provide for a 45-day comment period, after which the final plan will be prepared.

Task Deliverables
• Draft StoryMap e-Plan, • List of public comments with responses, • Final StoryMap e-Plan that incorporates relevant public and agency comments, • Final Plan (published) that includes a summary of the next steps towards implementation, credits FHWA, FTA, and Caltrans on the cover or title page as appropriate, submitted to Caltrans in an ADA accessible electronic copy, and • Board agenda, presentation materials, meeting minutes with Board acceptance/approval.

Attachment: Scope of Work (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 SACRAMENTO, CA 94273–0001
(916) 261-3326 | TTY 711
www.dot.ca.gov

July 1, 2025

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	2025-26	**Grant Category**	Sustainable Communities Competitive	**Grant Fund Source**	SHA
Project Title	360 Degree Look at Senate Bill 960 for San Bernardino County: Implementation Plan (Short title: 360° for SB 960)				
Grantee/Agency	San Bernardino County Transportation Authority				
Executive Director	Raymond Wolfe				
Grantee/Agency Contact	Ginger Koblasz				
Sub-Recipient(s)					
Caltrans District Contact(s)	Ricky Rivers, Stephanie Ahmad				
Caltrans District Contact(s) E-mail	ricky.rivers@dot.ca.gov, stephanie.ahmad@dot.ca.gov				

Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$700,000	$90,692	NA	$90,692	11.47%	$790,692

Conditions of Award Due to Caltrans	Grant Expiration Date	Final Invoice Due
August 8, 2025	June 30, 2028	August 30, 2028

*** The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.**

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
   - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
   - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
   - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
   - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,

ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Consider shortening Grant Title as this will be used for the Grant Application Cover Sheet, SOW, and Cost and Schedule in addition to the executed contract. Final Product will need to include this title as well.	
2. Complete/submit a Grant Application Cover Sheet.	
3. SOW - Include Task Narrative and Deliverables for Task 5 Board Review/Approval.	
4. SOW Task 1: Include Public Outreach as its own task separate from the Technical Advisory Committee and Staskeholder Outreach.	
5. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 12, 2025.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
  - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
  - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
  - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
  - The earliest project start date is November 17, 2025, with an end date of June 30, 2028. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2028.
  - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
  - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
  - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
  - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
  - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
  - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
  - Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
  - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
  - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.
- **Invoicing and Financial Requirements** –
  - Maintain a proper accounting system (MS Excel is unacceptable).
  - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
    - One-time, lump sum invoices are not allowed.
    - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
    - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
    - All work must be completed by June 30, 2028.
    - Final RFR/invoice and the final product are due no later than August 29, 2028.
    - The final RFR/invoice will not be processed without the final product.
  - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: https://ig.dot.ca.gov/resources
- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an amendment and Caltrans approval. Please contact Caltrans for guidance on this process.

Attachment: Caltrans Award Letter (12006 : San Bernardino County SB 960: 360° Implementation Plan Grant Award)

Minute Action

AGENDA ITEM: 17

Date: November 5, 2025

Subject:
Regional Early Action Planning 2.0 County Transportation Commission Partnership Grant Program Update and Project List Amendment

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

Approve the following modifications to the Southern California Association of Governments for the Regional Early Action Planning (REAP) 2.0 County Transportation Commission (CTC) Partnership Program project list and exhaust contingency funds as follows:

A. Deallocate $303,787 from the City of Rialto/Metrolink Station Area Complete Streets Visioning.

B. Allocate an additional $16,740 from the REAP 2.0 CTC Partnership Program funds to the City of Fontana - Sierra Avenue Complete Streets Project for a drainage study.

C. Allocate an additional $233,948.89 from the REAP 2.0 CTC Partnership Program funds to the City of Ontario - Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project and develop a funding agreement with the City of Ontario, that can be executed by the Executive Director under existing authority, for the construction of a segment of the project.

D. Allocate an additional $302,256 from the REAP 2.0 CTC Partnership Program funds to the City of Big Bear Lake - Rathbun Trail Bridge Design Project.

Background:
On September 7, 2022, the San Bernardino County Transportation Authority (SBCTA)/ San Bernardino Council of Governments (SBCOG) Board of Directors (Board) authorized staff to submit grant applications for the Regional Early Action Planning (REAP) 2.0 Program. The expenditure deadline for this program is June 30, 2026. The Board also authorized the Executive Director, or her designee, to approve the Scope of Work and sign the grant applications. Lastly, the Board also authorized the Executive Director, or her designee, to negotiate and execute future restricted REAP 2.0 Grant Agreements with the Southern California Association of Governments (SCAG), subject to approval as to form by General Counsel.

Pursuant to the above authorization received from the Board, SBCTA executed a Memorandum of Understanding (MOU) (funding agreement) with SCAG on July 25, 2024 for the REAP 2.0 County Transportation Commission (CTC) Partnership Program. This was the first funding agreement that SBCTA/SBCOG has executed for the REAP 2.0 Program, for a total amount of $9,564,868. The funding agreement was to fund two major projects – a Vehicle Miles Traveled Mitigation Bank ($3,045,000) and a Multimodal Complete Streets Program ($6,519,868). As projects progressed, the need for amendments to the funding agreements arose, and staff have been actively amending the MOU with SCAG to allow various programmatic changes to be included in the MOU to reduce risk to the agency.

Project List and Funding Allocation Changes:

The City of Rialto and SBCTA staff collaborated for several months to develop a project scope that aligned with the REAP 2.0 guidelines. Unfortunately, due to the expedited timeline of the REAP 2.0 funding and the limited project eligibility requirements, the City of Rialto has requested to release the funding back to SBCTA. SBCTA staff is adding the funds to the contingency funds to supplement additional work from other projects.

The agenda item includes several staff recommendations for a formal approval of the following modifications to the project list to SCAG for the REAP 2.0 CTC Partnership Program funding: Deallocate $303,787 originally allocated to the City of Rialto/ Metrolink Station Area Complete Streets Visioning Project, but allocate an additional $302,256 to the City of Big Bear Lake to complete the Plans, Specifications and Estimates (PS&E) package for Rathbun Trail Bridge Design Project, allocate an additional $16,740 to the City of Fontana for a drainage study, and allocate an additional $233,948.89 to the City of Ontario for construction on Mission Boulevard from west of Euclid Avenue to Plum Avenue.

Approval of this agenda item will formally amend the REAP 2.0 project list, which will be submitted to SCAG for approval. Additionally, staff is working with the City of Colton to draft a funding agreement to pass REAP 2.0 funds to the jurisdictions to complete projects before the December 2026 deadline. The total allocation to the City of Colton will remain at $300,000. The PS&E package for the project is estimated at $81,945.61, and the remaining $218,054.39 will be passed to the City through a pass-through funding agreement for construction of the project. Should this project list amendment item be approved, staff will also work with the City of Ontario to draft a funding agreement to pass the newly allocated funds to the construction of the project. A summary of all recommended changes is shown in the table below and on the following page:

	Projects	Current	Requested Change	New Funding Distribution	Notes
1	Fontana	$950,631.17	$16,740.00	$967,371.17	SBCTA recommends an allocation of $16,740.00 to be added to the project to conduct a drainage study.
2	Ontario	$737,000.00	$233,948.89	$970,948.89	SBCTA recommends an allocation of $233,948.89 to be added for construction on Mission Blvd from west of Euclid Ave to Plum Ave. SBCTA staff is working with the City to establish a funding agreement for the project's construction.
3	Twentynine Palms	$511,735.00	$ -	$511,735.00	No change.
4	Upland	$1,001,768.94	$ -	$1,001,768.94	No change.
5	SCRRA / Upland	$164,795.00	$ -	$164,795.00	No change.
6	Rialto	$303,787.00	($303,787.00)	$ -	City requested the return of the funds.

	Projects	Current	Requested Change	New Funding Distribution	Notes
7	Colton	$300,000.00	$ -	$300,000.00	No change. SBCTA staff is working with the City of Colton to establish a funding agreement for the project's construction. TDA Art. 3 to fund additional construction costs.
8	Montclair	$975,000.00	$ -	$975,000.00	No change.
9	Big Bear Lake	$1,000,000.00	$302,256.00	$1,302,256.00	SBCTA recommends allocation of $302,256.00 to complete the PS&E design package from 30% to 100%. TDA Art. 3 to fund additional design costs.
10	Contingency	$249,157.89	($249,157.89)	$ -	SBCTA staff recommends exhausting $249,157.89 of all the contingency funds under the REAP 2.0 Program.
11	SBCTA Project Management	$325,993.00	$ -	$325,993.00	No change.
Total		$6,519,868.00		$6,519,868.00	

Financial Impact:
The County Transportation Commission Partnership Program is included in the adopted Budget for Fiscal Year 2025/2026 and funded with REAP 2.0 grant funds in Program 20, Planning and Regional Programs.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCTA Procurement Manager has reviewed the item.

Responsible Staff:
Josh Lee, Deputy Director of Planning

Minute Action

AGENDA ITEM: 18

Date: November 5, 2025

Subject:
2025 Award of Transportation Development Act Article 3 Funds for Transit Stop Access Improvement Projects

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

Award Transportation Development Act Local Transportation Fund Article 3 funds for Transit Stop Access Improvement projects in the amount of $1,291,056 as identified in Attachment 1 to this item.

Background:
On June 4, 2025, the San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized the release of the Transportation Development Act (TDA) Local Transportation Fund (LTF) Article 3 Call for Projects for Transit Stop Access Improvement projects. The TDA provides that two percent of the State LTF be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians. This portion of the LTF is known as the TDA Article 3 Program. Local jurisdictions and transit agencies were notified of this funding opportunity through SBCTA's website, social media platforms, the Transportation Technical Advisory Committee, and Public and Specialized Transportation and Advisory Coordination Council email lists. The amount of TDA Article 3 funds available for award to Transit Stop Access Improvement projects is $1,494,000. The closing date for the Call for Projects was August 6, 2025.

Seven agencies representing projects in 13 cities, plus unincorporated areas of the San Bernardino Valley, submitted applications in response to the call. The award recommendation included in this item will fund all the eligible projects submitted for consideration. If approved, the projects will improve access to transit stops as well as adding bus stop fixtures at more than 100 bus stops. The specific projects included in the recommendation for approval totaling $1,291,056, are detailed in Attachment 1 and summarized in Table 1 on the following page.

Table 1

AGENCY	PROJECTS	RECOMMENDED AWARD AMOUNT
City of Fontana	Citywide Transit Stop Improvements	$149,400
City of Loma Linda	ADA Improvements at Bus Stops	$42,120
City of Ontario	Bus Stop Improvements	$82,335
Basin Transit	Mohawk Apt @ Monteresy Business Center Bus Stop Improvement	$124,234
Mountain Transit	Transit Enchancements Moonridge Road	$188,000
Omnitrans	Application 3 Omnitrans Bus Stop Improvements Colton & Montclair	$34,000
Omnitrans	Application 8 Omnitrans Bus Stop Improvements Redlands & Fontana	$32,000
Omnitrans	Application 1 Omnitrans Bus Stop Improvements Fontana	$109,000
Omnitrans	Application 2 Omnitrans Bus Stop Improvements Highland & Loma Linda	$58,000
Omnitrans	Application 7 Omnitrans Bus Stop Improvements Ontario	$72,000
Omnitrans	Application 5 Omnitrans Bus Stop Improvements Rialto	$10,000
Omnitrans	Application 6 Omnitrans Bus Stop Improvements San Bernardino	$73,000
Omnitrans	Application 4 Omnitrans Bus Stop Improvements - County	$57,000
VVTA	Apple Valley - Apple Bear Bus Stop Project	$140,012
VVTA	Victorville - Seneca Rd E of Rodeo Drive	$20,556
VVTA	Victorville - Seneca Rd W of ~~Rodeo Drive~~ **Hesperia Rd**	$16,449
VVTA	Victorville - Seneca Rd at Mesa Rd	$14,042
VVTA	Victorville - Hesperia at Cherry Hill	$10,962
VVTA	Victorville - Hesperia at Crestview	$10,962
VVTA	Systemwide Replacement of Damaged Bus Shelters	$39,456
VVTA	Systemwide Trash Receptacles	$7,528
	Total Award	**$1,291,056**
	Available	$1,494,000

Financial Impact:
The award of TDA LTF Article 3 for Transit Stop Access Improvement projects is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Local Transportation Fund - Pass Through in Program 30, Transit.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on October 16, 2025.

Responsible Staff:
Nancy Strickert, Multimodal Manager

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Attachment 1
Detailed Article 3 Transit Stop Project List

City	Agency	Project Title	Total Project Cost	TDA Art 3 Request	Matching Funds	TDA Art 3 Award Amount
Apple Valley						
1	VVTA	Apple Bear Bus Stop Project	$ 175,014.00	$ 140,011.20	$ 35,002.80	**$ 140,012.00**
Big Bear Lake						
	Mountain Transit	Transit Access Enhancement - Moonridge	$ 235,000.00	$ 188,000.00	$ 47,000.00	**$ 188,000.00**
Colton						
3	Omnitrans	Omnitrans Bus Stop Improvements - Colton				**$ 30,000.00**
		La Cadena @ H SB	$ 13,000.00	$ 13,000.00		
		Valley @ 10th WB	$ 13,000.00	$ 13,000.00		
		Rancho @ Olive SB	$ 1,000.00	$ 1,000.00		
		11th @ M SB FS	$ 1,000.00	$ 1,000.00		
		Valley @ 10th EB LAT	$ 1,000.00	$ 1,000.00		
		C @ Rancho EB	$ 1,000.00	$ 1,000.00		
Fontana						
	Fontana	Fontana Citywide Seven Transit Bus Stop Improvements	$ 197,571.45	$ 149,400.00	$ 48,171.45	**$ 149,400.00**
8	Omnitrans	Omnitrans Bus Stop Improvements - Fontana				**$ 111,000.00**
		San Bernardino @ Tangelo EB	$ 1,000.00	$ 1,000.00		
		San Bernardino @ Tamarind WB	$ 1,000.00	$ 1,000.00		
1		Cherry @ Jurupa SB	$ 1,000.00	$ 1,000.00		
		Sierra @ Spring/Arrow SB	$ 18,000.00	$ 18,000.00		
		Juniper @ Foothill SB	$ 13,000.00	$ 13,000.00		
		Citrus @ Hawthorne NB	$ 18,000.00	$ 18,000.00		
		Summit @ Lytle Creek WB	$ 18,000.00	$ 18,000.00		
		Citrus @ Miller SB	$ 1,000.00	$ 1,000.00		
		Citrus @ Muirfield	$ 1,000.00	$ 1,000.00		
		Citrus @ Fontana SB	$ 13,000.00	$ 13,000.00		
		Citrus @ San Bernardino SB	$ 13,000.00	$ 13,000.00		
		Citrus @ San Bernardino NB	$ 13,000.00	$ 13,000.00		
Highland						
2	Omnitrans	Omnitrans Bus Stop Improvements Highland				**$ 29,000.00**
		Baseline @ Church EB	$ 13,000.00	$ 13,000.00	$ -	
		Del Rosa @ 6th NB	$ 1,000.00	$ 1,000.00		
		Baseline @ Elm EB	$ 13,000.00	$ 13,000.00		
		Victoria @ Millar SB	$ 1,000.00	$ 1,000.00		
		Del Rosa @ 3rd NB	$ 1,000.00	$ 1,000.00		

Attachment: Attachment 1 Detailed Art 3 Transit Stops (12007 : 2025 Award of TDA Article 3 Funds for

Attachment 1
Detailed Article 3 Transit Stop Project List

Loma Linda								
	Loma Linda	ADA Improvements at 6 Bus Stops	$ 52,650.00	$ 42,120.00	$ 10,530.00	**$**	**42,120.00**
	Omnitrans	Omnitrans Bus Stop Improvements Loma Linda				**$**	**29,000.00**
		Redlands @ Curtis WB	$ 1,000.00	$ 1,000.00			
		Redlands @ Richardson WB	$ 13,000.00	$ 13,000.00			
		University @ Rosarita WB	$ 1,000.00	$ 1,000.00			
		Anderson @ Court NB	$ 1,000.00	$ 1,000.00			
		Redlands @ Richardson EB FS	$ 13,000.00	$ 13,000.00			
Montclair							
3	Omnitrans	Omnitrans Bus Stop Improvements Montclair				**$**	**4,000.00**
		Holt @ Romona EB	$ 1,000.00	$ 1,000.00			
		Ramona @ Benito SB	$ 1,000.00	$ 1,000.00			
		San Bernardino @Freemont WB	$ 1,000.00	$ 1,000.00			
		Central @ Arrow HWY SB	$ 1,000.00	$ 1,000.00			
Ontario							
	Ontario	Ontario 8 Bus Stop Improvements	$ 82,335.00	$ 82,335.00	$ -	**$**	**82,335.00**
7	Omnitrans	Omnitrans Bus Stop Improvements Ontario				**$**	**72,000.00**
		Haven @ Jurupa SB	$ 13,000.00	$ 13,000.00			
		Riverside @ Archibald EB	$ 18,000.00	$ 18,000.00			
		Vineyard @ 6th NB	$ 13,000.00	$ 13,000.00			
		Vineyard @ Francis SB	$ 13,000.00	$ 13,000.00			
		Haven @ Inalnd Empire SB	$ 13,000.00	$ 13,000.00			
		Riverside @Colonial EB	$ 1,000.00	$ 1,000.00			
		4th @ Berlyn WB	$ 1,000.00	$ 1,000.00			
Redlands							
8	Omnitrans	Omnitrans Bus Stop Improvement Redlands				**$**	**30,000.00**
		Citrus @ Judson EB	$ 13,000.00	$ 13,000.00	$ -		
		Lugonia @ University EB	$ 1,000.00	$ 1,000.00			
		Orange @ Brockton NB	$ 1,000.00	$ 1,000.00			
		Brookside @ Grant EB	$ 1,000.00	$ 1,000.00			
		Lugonia @ Via Antibes EB	$ 1,000.00	$ 1,000.00			
		Citrus @ Judson/Ford EB	$ 13,000.00	$ 13,000.00			
Rialto							
5	Omnitrans	Omnitrans Bus Stop Improvements Rialto				**$**	**10,000.00**
		Alder @ Casa Grande NB	$ 1,000.00	$ 1,000.00			
		Linden @ Foothill SB	$ 1,000.00	$ 1,000.00			
		Linden @ Summit SB	$ 1,000.00	$ 1,000.00			
		Riverside @ Randall SB	$ 1,000.00	$ 1,000.00			
		Riverside @ Walnut NB	$ 1,000.00	$ 1,000.00			
		Renaissance @ Linden WB	$ 1,000.00	$ 1,000.00			
		Riverside @ Etiwanda SB	$ 1,000.00	$ 1,000.00			
		Alder @ Beauna Vista NB	$ 1,000.00	$ 1,000.00			
		Terra Vista @ Orangewood WB	$ 1,000.00	$ 1,000.00			
		Merrill @ Lilac EB	$ 1,000.00	$ 1,000.00			

Attachment: Attachment 1 Detailed Art 3 Transit Stops (12007 : 2025 Award of TDA Article 3 Funds for

Attachment 1
Detailed Article 3 Transit Stop Project List

San Bernardino								
6	Omnitrans	Omnitrans Bus Stop Improvements - San Bernardino					**$**	**73,000.00**
		Highland @ Golden WB	$	18,000.00	$	18,000.00		
		9th @ Mt. Vernon EB	$	18,000.00	$	18,000.00		
		Arrowhead @ 3rd SB	$	18,000.00	$	18,000.00		
		3rd @ Arrowhead WB	$	13,000.00	$	13,000.00		
		Victoria @ Highland SB	$	1,000.00	$	1,000.00		
		Del Rosa @ Date St	$	1,000.00	$	1,000.00		
		H @ 4th NB	$	1,000.00	$	1,000.00		
		Arrowhead @ 7th NB	$	1,000.00	$	1,000.00		
		Highland @ Gutherie EB	$	1,000.00	$	1,000.00		
		Medical Center @ 16th NB	$	1,000.00	$	1,000.00		
Victorville								
1	VVTA	Seneca Rd E of Rodeo Drive	$	25,695.00	$	20,556.00	$ 5,139.00	**$ 20,556.00**
2	VVTA	Seneca Rd W of ~~Rodeo Drive~~ **Hesperia Rd**	$	20,561.00	$	16,448.80	$ 4,112.20	**$ 16,449.00**
3	VVTA	Seneca Rd at Mesa Rd	$	17,552.00	$	14,041.60	$ 3,510.40	**$ 14,042.00**
4	VVTA	Hesperia Rd at Cherry Hill	$	13,727.00	$	10,961.60	$ 2,745.40	**$ 10,962.00**
5	VVTA	Hesperia Rd at Crestview	$	13,727.00	$	10,961.60	$ 2,745.40	**$ 10,962.00**
6	VVTA	Replacement of Damaged Bus Shelters	$	49,320.00	$	39,456.00	$ 9,864.00	**$ 39,456.00**
7	VVTA	Trash Receptacles - Systemwide	$	9,408.76	$	7,527.01	$ 1,881.75	**$ 7,528.00**
Yucca Valley								$ -
	Basin Transit	Mohawk Apt & Monterey Business Center Bus Stop Improvements	$	155,292.00	$	124,234.00	$ 31,054.00	**$ 124,234.00**
County of SB								
4	Omnitrans	Omnitrans Bus Stop Improvements - County						**$ 57,000.00**
		SAN BERNARDINO @ CEDAR WB	$	13,000.00	$	13,000.00		
		SAN BERNARDINO @ LARKSPUR WB	$	1,000.00	$	1,000.00		
		SAN BERNARDINO @ CALABASH EB	$	13,000.00	$	13,000.00		
		MENTONE @ CRAFTON WB	$	13,000.00	$	13,000.00		
		ALABAMA @ ALMOND SB	$	13,000.00	$	13,000.00		
		BOHNERT @ LINDEN WB	$	1,000.00	$	1,000.00		
		SAN BERNARDINO @ REDWOOD WB	$	1,000.00	$	1,000.00		
		SAN BERNARDINO @ COMMERCE EB	$	1,000.00	$	1,000.00		
		STATE @ HIGHLAND SB	$	1,000.00	$	1,000.00		

Total Request	Available	**Total Recommended for Award**
$ 1,291,052.81	$ 1,494,000.00	**$ 1,291,056.00**

Attachment: Attachment 1 Detailed Art 3 Transit Stops (12007 : 2025 Award of TDA Article 3 Funds for

Minute Action

AGENDA ITEM: 19

Date: November 5, 2025

Subject:
Basin Transit - Short Range Transit Plan

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

Approve the Basin Transit Short Range Transit Plan.

Background:
The San Bernardino County Transportation Authority (SBCTA) requires each transit agency to prepare a Short Range Transit Plan (SRTP), which is a multi-year operating and capital plan. The SRTP provides information on the transit services provided, their performance, needs, deficiencies, and a proposed plan for the operations and capital investments covering the next five years. The Morongo Basin Transit Authority, branded as Basin Transit, recently completed its SRTP for Fiscal Year (FY) 2024/2025 to FY 2029/2030 and is included with this item.

Basin Transit's service area includes the Town of Yucca Valley, the City of Twentynine Palms, and the San Bernardino County pockets of Morongo Valley, Joshua Tree, and Homestead Valley. Basin Transit's service area is bordered in the north by the Twentynine Palms Marine Corps Air Ground Combat Center (MCAGCC) and in the south by Joshua Tree National Park.

To provide service to most communities in the Morongo Basin, Basin Transit operates three types of transit services:

- Fixed-Route transit service, serving the main cities in the Morongo Basin;
- Commuter Service, providing regional connectivity with Palm Springs; and
- Demand response service called Ready Ride (RR), which provides coverage to communities.

Although there was a major decrease in ridership in FY 2019/2020 due to COVID-19, annually, Basin Transit Services has continued to see an increase in ridership year after year.

FY	**FY 2020/2021**	**FY 2021/2022**	**FY 2022/2023**	**FY 2023/2024**	**FY 2024/2025**
Ridership	130,574	148,240	169,714	186,234	210,667

The following is a summary of the proposed changes for Basin Transit. Note that these are recommendations, and will not be implemented until they have been budgeted and approved by Basin Transit's Board of Directors.

Proposed Operating Plan

- Routes 3A, 3B, 7A, and 7B: Eliminate Routes 3A, 3B, 7A, and 7B, and replace with additional service on Ready Ride services RR 30 and 31 in Yucca Valley, and RR 34 in Twentynine Palms. Also replaced with Route 1 extension to MCAGCC along Adobe Road (Routes 3A and 3B), and extension to Kickapoo Park and Ride on Highway 62 (Routes 7A and 7B).

- Route 21 - Landers: Eliminate "figure 8" one-way loop and consolidate on bi-directional alignment via Yucca Mesa Road, Buena Vista Drive, Avalon Avenue, Highway 247, and Reche Road, from Yucca Valley Transit Center to Walmart to Landers Post Office. Operate service every two hours from 7:00 am to 7:00 pm, Monday to Friday, and new service on Saturday from 8:00 am to 8:00 pm.
- Route 12 Yucca Valley – Palm Springs: Operate every two hours from 7:00 am to 7:00 pm, Monday to Friday, from Kickapoo Park and Ride to Palm Springs Airport. Add service on Saturday and operate every two hours, from 8:00 am to 10:00 pm, to connect with Route 1 and Route 21 at the Kickapoo Park and Ride and continue travel across the basin.
- Route 15 MCAGCC - Palm Springs: Operate every two hours from 8:00 am to 8:00 pm, Sunday only. Add stops to provide access to all key destinations on Highway 62, between the MCAGCC and the Kickapoo Park and Ride. This would increase service frequency from two runs to seven on Sundays.
- Ready Ride Service: Concentrate Ready Ride service to the three areas of higher demand and density – Yucca Valley, Joshua Tree, and Twentynine Palms. Increase service hours within these areas to provide service every 30 minutes in Yucca Valley, every hour in Joshua Tree, and every hour in Twentynine Palms. Operate service from 7:00 am to 7:00 pm, Monday to Friday, and from 8:00 am to 7:00 pm on Saturday.

Proposed Capital Plan

- Basin Transit will be releasing a Request for Proposals in FY 2026/2027 to conduct an analysis of cost for Zero Emission Bus (ZEB) transition, which will include an assessment of vehicle needs, electrification upgrades, and charging infrastructure.
- Infrastructure Upgrades – Basin Transit will set aside $1.5 million for upgrades to an inadequate electricity infrastructure and vehicle charging equipment. The fund surplus that will be realized from Senate Bill (SB) 125 funding could be used to offset any unforeseen costs associated with ZEB transitioning.
- Zero Emission Buses - The greatest expenditure over the five-year planning period will be the replacement of transit vehicles that have reached the useful life benchmark. The $3.7 million eight vehicles replacement projection considers the transition from combustion-powered vehicles to battery electric vehicles, based on the useful life schedule.
- Bus Stop Improvements - Basin Transit will invest in bus stop improvements to accommodate an anticipated increase in ridership on various routes.
- Information Technology - Basin Transit will continue to use TransTrack data management licensing through the next SRTP period. Additionally, they will be upgrading their Intelligent Transportation Systems equipment.

The approval of the SRTP will result in the authorization to program the proposed five-year operating and capital projects in the Federal Transportation Improvement Program and keep them in compliance with Federal, State, and local requirements. Annually, an allocation will be brought to the Transit Committee and Board of Directors before any disbursement of these funds. At this time, staff is recommending approval of the Basin Transit SRTP.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received and unanimously recommended for approval by the Transit Committee on October 16, 2025.

Responsible Staff:
Nancy Strickert, Multimodal Manager

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:



Image provided by Basin Transit

Short Range Transit Plan

MARCH 2025 | Morongo Basin Transit Authority

Prepared by
JARRETT WALKER + ASSOCIATES

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Table of Contents

1 Introduction 3

Study Background 4

Systemwide Productivity Trends 5

Systemwide Cost-Efficiency Trends 7

Choices and Changes in this Plan 9

What Makes Transit Useful? 10

Elements of a Transit Trip 11

Access Depends on the Built Environment 12

What are the Goals of Transit? 13

The Ridership-Coverage Trade Off 14

2 Market Analysis 15

Residential and Employment Density 16

Demographics 19

Socioeconomics 22

Morongo Basin Commute Travel Patterns 25

Regional Commute Travel Patterns 27

Summary of Market Analysis 29

3 Fixed-Route Service Analysis 30

Fixed-Route Service Analysis 31

Route Descriptions 33

Service Frequency and Hours of Service 34

Coverage and Proximity Analysis 35

Productivity Metrics 36

Cost-Efficiency Metrics 37

Summary of Performance Analysis 39

4 Ready Ride Service Analysis 40

Ready Ride Service Analysis 41

Service Coverage and Utilization 43

5 Public & Stakeholder Engagement 48

What We Heard from the Community? 49

What We Heard from Stakeholders? 50

6 Fare Structure Review 51

Fare Structure Review 52

Fare Revenue Analysis 54

7 Capital & Financial Analysis 55

Funding Analysis 56

Operational Expense and Revenue 58

Capital Plan 59

5-Year Operating and Capital Financial Plan 60

8 Network Alternatives 61

Service Goals and Key Policy Decisions 62

Network Design Strategies 63

Alternative 1 65

Alternative 2 69

9 Organizational Review 73

Organizational Review 74

Appendix 75

Bus Stop Assessment 76

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)



1 Introduction

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Study Background

Basin Transit is the designated transit service provider for the Morongo Basin area that includes most communities in the Twentynine Palms – Morongo Valley Census County Division (CCD), in the southeast area of San Bernardino County.

Basin Transit's service area includes the cities of Yucca Valley and Twentynine Palms, and the census-designated places (CDP) of Morongo Valley, Joshua Tree, and Homestead Valley. This is a vast area that encompasses more than 400 square miles that, to provide some perspective, it is similar in size to the City of Los Angeles. Basin Transit's service area is delimited in the north by the Twentynine Palms Marine Corps Air Ground Combat Center (MCAGCC), and in the south by Joshua Tree National Park.

To provide service to most communities in the Morongo Basin, Basin Transit operates three types of transit services:

- Fixed-Route transit service, serving the main cities in the Morongo Basin;
- Commuter Service, providing regional connectivity with Palm Springs; and
- Demand response service called Ready Ride, that provides coverage to communities spread out through the basin.

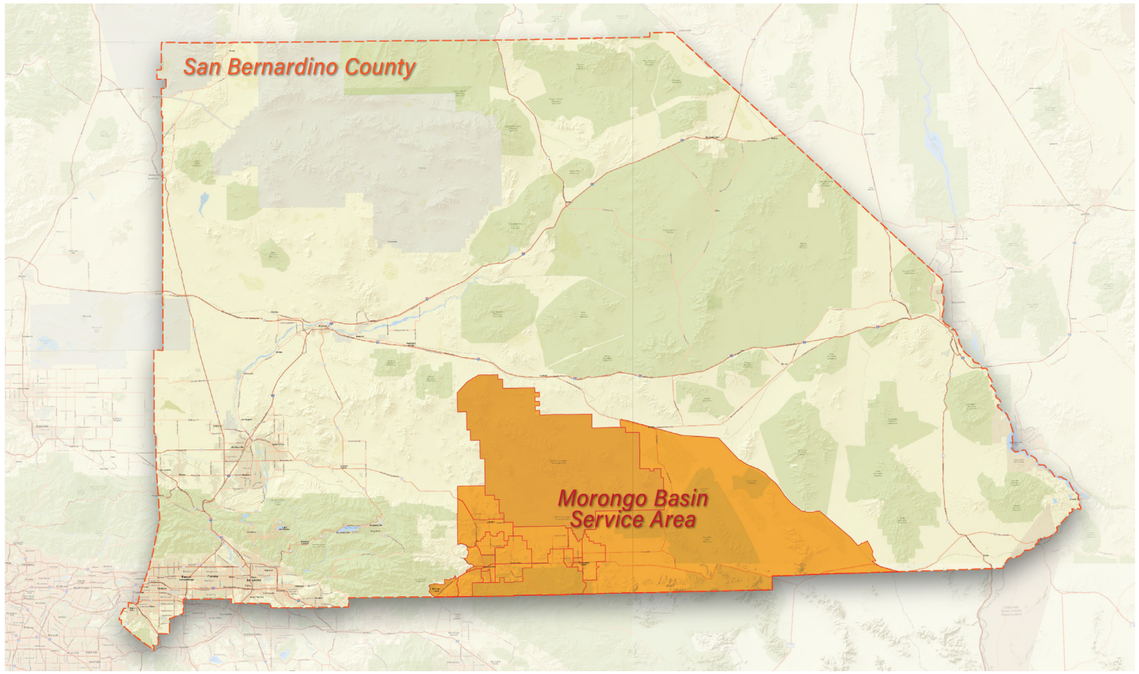


Figure 1: Morongo Basin Transit Service Area Census Tract Boundary

Why Does Basin Transit Need a Short Range Transit Plan?

A Short-Range Transit Plan (SRTP) is an action plan that guides the provision and improvement of transit services for a transit agency over the next five (5) years.

This SRTP for Basin Transit is an opportunity to evaluate the agency's progress towards its long-term goals and vision for transit. It will guide service adjustments based on an evaluation of the overall system structure, including bus routes, types of service, and the availability and frequency of service, and it will respond to changes in demand, travel patterns and behavior that have been generated by recent growth and development in the Basin, as well as general economic trends like the post COVID-19 pandemic recovery.

The SRTP is also an opportunity for Basin Transit to evaluate the productivity and cost-efficiency of its services against changes in the cost of operation, fare revenue and funding sources, and general financial trends that are forecasted for the next five years.

Goals for this Planning Process

This SRTP fulfills goals for Basin Transit's planning and service delivery, including to:

- Evaluate the current operation of local neighborhood shuttles and intercity and commuter bus services to identify opportunities to improve service integration and synergy between modes, to provide a network of services that matches the needs of the community.
- Improve cost-efficiency and productivity of services by reviewing service hours, route alignment and geographic coverage, and the scheduling of services, to increase frequency and grow ridership.
- Improve transit connections, reduce travel time, and increase access to opportunities in the service area and for long-distance connections to Palm Springs and San Bernardino.
- Review the Ready Ride on-demand service operations and performance and evaluate whether a conversion to microtransit will be able to improve cost-efficiency and productivity of service, and coverage of remote communities.
- Review the cost and revenue structure of the system, including a review of the organization's staffing positions and functions, and financial projection for the next five years, to identify availability of funds to reduce, maintain, or increase service.
- Develop a Short-Term Transit Plan that is financially sound and includes implementation actions for the immediate, short- and long-term.

This SRTP has been developed along those lines.

How Have Service and Demand Changed in the Last 10 Years?

Chapters 3 and 4 of this SRTP provide a comprehensive evaluation of Basin Transit's existing services.

This chapter provides a summary of existing demand for service and cost of service. It also reviews key performance indicators over the last 10 years, to show pre- and post-pandemic trends, and to identify the major issues affecting Basin Transit's service today. The summary has been prepared with FTA's National Transit Database (NTD) information and reports for the 10-year period 2014-2024.

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Systemwide Productivity Trends

Ridership and Productivity

The charts in Figure 2 and table in Figure 4 show that between 2014 and 2024 Basin Transit experienced a 49% decrease in transit boardings, from close to 367,000 per year to 186,000.

This is not just a result of the COVID-19 pandemic. During the 5-year period before the pandemic (2014-2019) boardings decreased by 24%. Since the start of the pandemic an additional 33% decrease has happened. The system was already losing ridership in the five years before the pandemic, though the losses accelerated during the pandemic.

During the same period, the amount of service offered was reduced slightly, with a 4% decline in the years before the pandemic and a 0.4% increase in the years after the pandemic. Over the 10-year period the total decrease in service amounts to approximately 3%.

These trends were similar for the fixed route service, with a loss in ridership of 51% and a reduction in service of 2%, and slightly less pronounced for the Ready Ride service, with a loss in ridership of 38% and a reduction in service of 11%.

Overall, the charts in Figure 2 illustrate that, while Basin Transit has maintained its service levels, ridership has continued its trend of decline, despite the recent recovery from the lows of 2021 at the "height" of the pandemic.

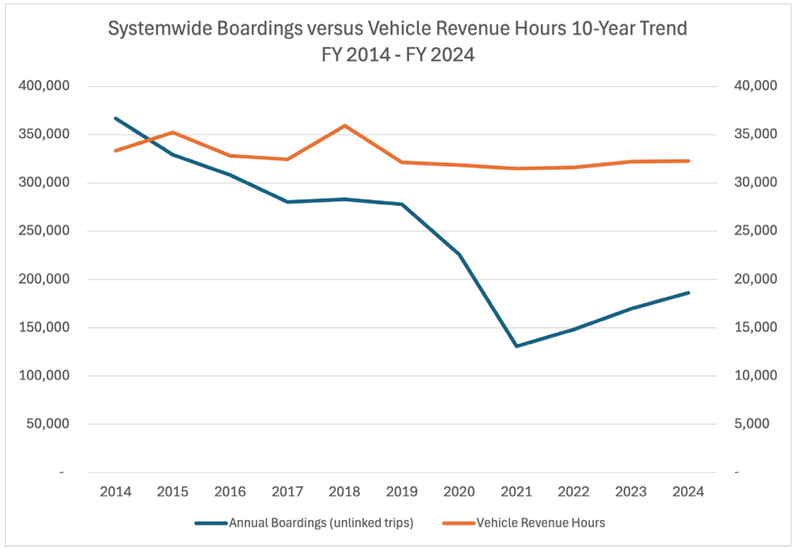
Service levels are described in terms of "vehicle revenue hours" or "revenue hours." These describe the number of hours a transit vehicle and driver are out on the road, available to passengers. In addition to describing how much service was offered, revenue hours are a good approximation of operating cost.

There is a natural relationship between revenue hours and boardings: the more revenue hours of service an agency offers, the more boardings it tends to attract. After all, people can only ride a bus that's there!

But ridership is also generated by other factors that the agency controls, such as the cost of transit fares, the design of routes, or the reliability of service.

However, sometimes ridership goes up and down out of sync with the revenue hours of service provided. This can happen because of many factors outside of a transit agency's control: changes in the economy, in development, in the costs of owning and driving cars, etc.

In the case of 2014-2024, nearly every transit agency in the U.S. has seen a major decline in ridership unrelated to the quantity of service provided. Basin Transit is not alone or unique in this trend.



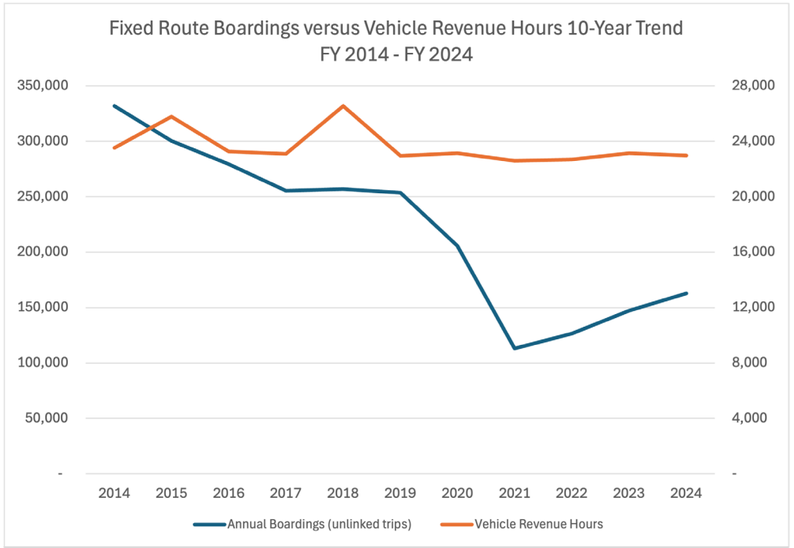
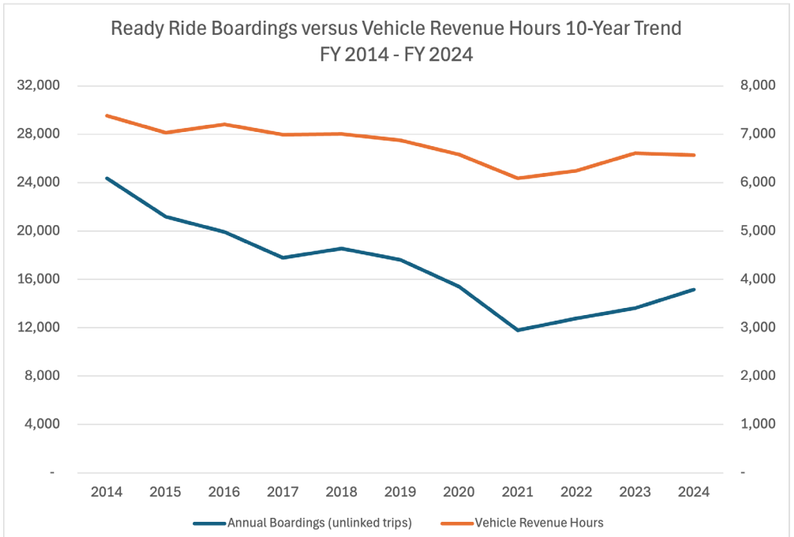


Figure 2: Systemwide service productivity trends (annual total boardings versus vehicle revenue hours), and Fixed-Route and Ready Ride trends for 10-year period 2014-2024.



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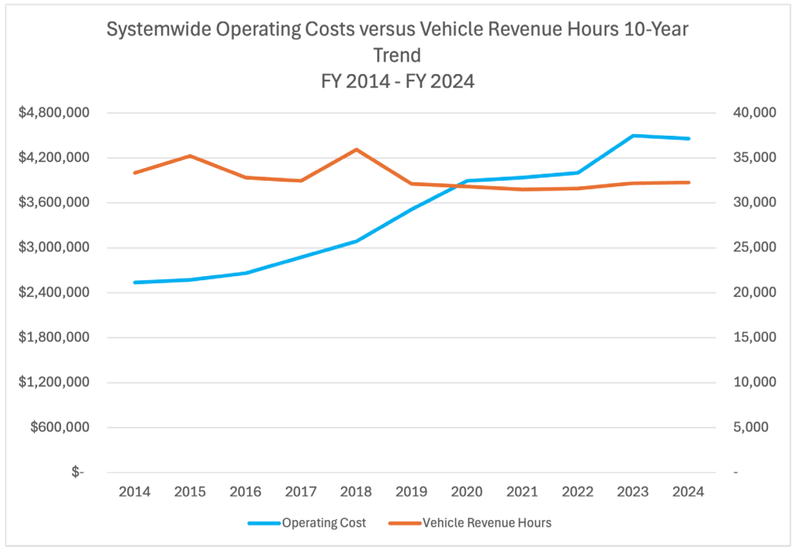
By dividing the number of boardings into the amount of service provided, we get an indicator of "Productivity" that measures how many boardings are served by each vehicle and driver for each hour that they are providing service.

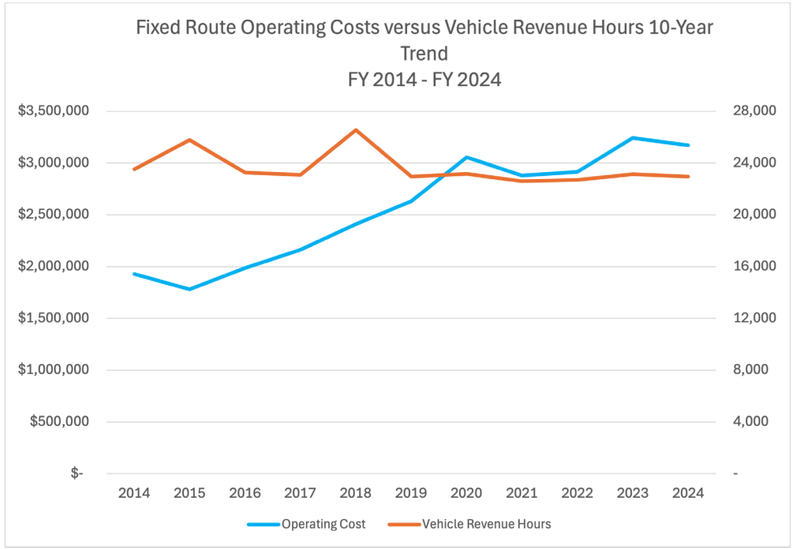
Basin Transit's systemwide productivity has declined by 47.5% in the 10-year period 2014-2024, as ridership has fallen despite service levels having been held constant. This is shown in Figure 4, on the next page.

The loss of ridership and productivity has triggered hard questions and major concerns about existing services and the future.

For today and the future, can Basin Transit be made more productive?

Can transit service be made more relevant to the life of the community?





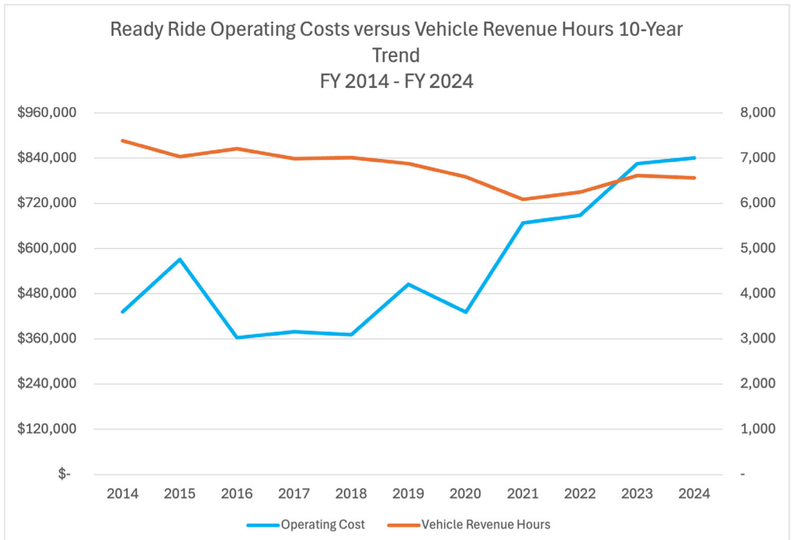


Figure 3: Systemwide operating costs and vehicle revenue hours offered, and Fixed-Route and Ready Ride service trends, for the 10-year period between 2014 and 2024.

Operating Costs and Cost Efficiency

In the past section we explained that vehicle revenue hours are a good approximation of the operating cost of a service. However, over many years, the actual cost to operate each vehicle per hour can change – and it did change for Basin Transit over the past decade.

From 2014 to 2024, Basin Transit's operating cost per vehicle revenue hour increased by 81%. The charts in Figure 3 show the growth in operating cost for the system and for the fixed-route and Ready Ride services, against the vehicle revenue hours or the level of service.

The charts show that Basin Transit has made a remarkable financial effort to maintain service throughout its service area.

Since Vehicle Revenue Hours have decreased by 3%, over the past decade, the total operating cost has increased by 75%, less than the per-vehicle-revenue-hour increase of 81%. However, the rate of growth in costs has slowed in recent years. The post-pandemic period (2019-2024) has seen an increase in operating cost of 27% which is less than the 38% increase of the five-year period before the pandemic. This is shown in Figure 4, on the next page.

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Systemwide Cost-Efficiency Trends

With the major increase in operating costs and the decline in ridership over the past decade, the cost to serve each individual transit trip has risen a great deal. This measure, the cost per boarding (known as "cost efficiency") has increased by about 250% since 2014. This means that Basin Transit is spending 2.5 times more per transported passenger today than in 2014.

Covering Costs with Fares

A small proportion of a transit agency's operating costs is typically covered by passengers through the fares they pay. This is called "farebox recovery." In the U.S., the typical farebox recovery ratio for small and rural agencies is around 10% of operating costs, while big cities might manage to cover as much as 30% of their costs from passenger fares.

Figure 4 shows that the increase in Operating Cost has also impacted the Fare Recovery Ratio of the system which went down by almost 44%, from 14% in 2014 to 8% in 2024. The decline has been larger in the period after the pandemic (32%) than before the pandemic (18%).

Nevertheless, the Fare Revenue of the system went through a period of 14% growth before the pandemic (2014-2019), and a period of 13% decline after the pandemic (2019-2024), which amounts to an overall decline just over 1% in the 2014-2024 period. The result is that the level of Fare Revenue today is the same than in year 2014.

Figure 5 on the next page, shows the changes in Fare Revenue against Operating Cost in the 10-year period. The chart illustrates the trajectory of Fare Revenue before and after the COVID-19 pandemic, with a significant dip in revenue in year 2021 and a marked recovery since then.

Systemwide

Fiscal Year	Annual Boardings (unlinked trips)	Vehicle Revenue Hours	Vehicle Revenue Miles	Boardings per Vehicle Revenue Hour	Boardings per Vehicle Revenue Miles	Operating Cost	Cost per Vehicle Revenue Hour	Cost per Vehicle Revenue Mile	Cost per Boarding	Fare Revenue	Farebox Recovery Ratio	Average Fare per Boarding
2014	366,700	33,343	684,367	11.0	0.54	$ 2,539,396	$ 76.2	$ 3.71	$ 6.92	$ 358,711	14.1%	$ 0.98
2015	329,218	35,239	757,666	9.3	0.43	$ 2,574,474	$ 73.1	$ 3.40	$ 7.82	$ 427,885	16.6%	$ 1.30
2016	308,046	32,824	655,623	9.4	0.47	$ 2,662,445	$ 81.1	$ 4.06	$ 8.64	$ 410,637	15.4%	$ 1.33
2017	280,163	32,446	644,084	8.6	0.43	$ 2,876,325	$ 88.6	$ 4.47	$ 10.27	$ 405,199	14.1%	$ 1.45
2018	283,007	35,922	718,199	7.9	0.39	$ 3,089,083	$ 86.0	$ 4.30	$ 10.92	$ 382,646	12.4%	$ 1.35
2019	277,809	32,126	635,236	8.6	0.44	$ 3,512,496	$ 109.3	$ 5.53	$ 12.64	$ 407,925	11.6%	$ 1.47
2020	225,788	31,833	626,850	7.1	0.36	$ 3,896,361	$ 122.4	$ 6.22	$ 17.26	$ 288,146	7.4%	$ 1.28
2021	130,574	31,481	624,558	4.1	0.21	$ 3,938,966	$ 125.1	$ 6.31	$ 30.17	$ 195,646	5.0%	$ 1.50
2022	148,240	31,618	624,318	4.7	0.24	$ 3,998,736	$ 126.5	$ 6.40	$ 26.97	$ 284,583	7.1%	$ 1.92
2023	169,714	32,204	632,789	5.3	0.27	$ 4,498,220	$ 139.7	$ 7.11	$ 26.50	$ 305,646	6.8%	$ 1.80
2024	186,234	32,251	636,416	5.8	0.29	$ 4,456,627	$ 138.2	$ 7.00	$ 23.93	$ 354,110	7.9%	$ 1.90
Pre-COVID-19 Change (FY 2014 - FY	-24.2%	-3.6%	-7.2%	-21.4%	-18.4%	38.3%	43.6%	49.0%	82.6%	13.7%	-17.8%	50.1%
Post COVID-19 Change (FY 2019 - FY	-33.0%	0.4%	0.2%	-33.2%	-33.1%	26.9%	26.4%	26.6%	89.3%	-13.2%	-31.6%	29.5%
Overall Change	**-49.2%**	**-3.3%**	**-7.0%**	**-47.5%**	**-45.4%**	**75.5%**	**81.4%**	**88.7%**	**245.6%**	**-1.3%**	**-43.8%**	**94.4%**

Figure 4: Systemwide Boardings, Costs, and Fare Data for the 10-Year Period 2014-2024

Fare revenue on the fixed-route service follows a slightly declining pattern in the years before the pandemic, followed by a big dip in 2021 and a sharp recovery in the years since.

Fare revenue on Ready Ride services, on the other hand, shows an increasing pattern before the pandemic and a zig-zagging but declining pattern since then.

On aggregate, ridership losses between 2014 and 2024 have had an impact on Fare Revenue. However, Fare Revenue in 2024 is almost identical to the 2014 level, and that is because the Average Fare per Boarding has almost doubled, increasing by about 95%, from $0.98 in 2014 to $1.90 in 2024.

The factors explaining the changes in Fare Revenue were not analyzed in depth in this study, but one can speculate that the increase in Average Fare per Boarding is related to changes in fare policy before the pandemic, enforcement of fares after the pandemic, changes in fare products such as daily and monthly passes, and changes in demand for the various transit services. A detailed discussion of fares and fare structure is provided in Chapter 5 Fare Structure Review.

Given the high Average Fare per Boarding and the low Annual Boardings that the system registered in 2024, Basin Transit has great potential to increase its fare revenue and fare recovery ratio, if it captures and attracts a higher number of riders to the system.

The system does not need to increase its fares to improve its financial performance. Fare increases tend to discourage ridership over time. What the system needs is more riders.

Despite the fall in ridership and increase in operating costs, today Basin Transit passengers actually cover a growing share of operating costs.

But, can Basin Transit use its existing operating budget to serve a larger number of riders and increase its revenue?

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

In summary, the major issues and trends impacting the system today are:

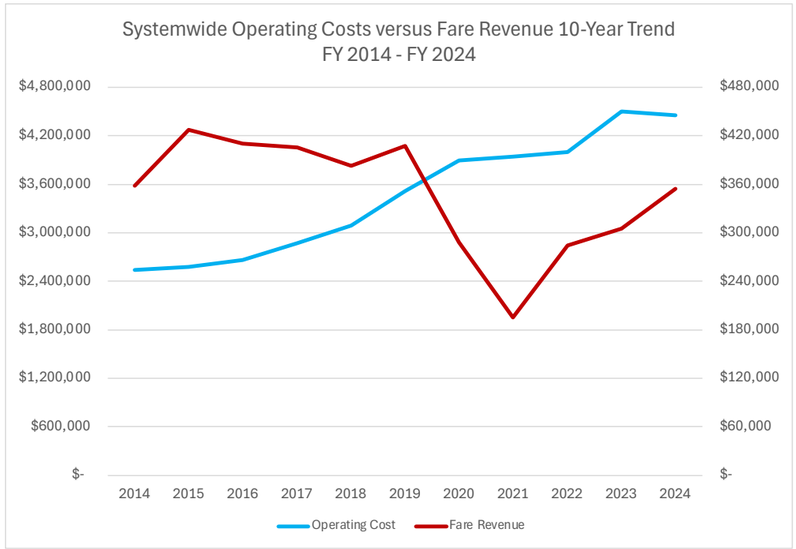
- A continuous decline in ridership over the last 10 years that signals a service that is not meeting the needs of residents of the Morongo Basin, despite significant efforts to maintain coverage to most areas.
- A continuous increase in operating costs that constraints the amount of service that can be provided and that results in spreading resources very thinly to all areas.
- A continuous decline in farebox recovery due to ridership losses, despite increases in fare revenue per boarding.

The trends of the past decade, along with expected development and changes in the coming years, present Basin Transit with difficult choices for the bus system.

In simple terms, the big move that Basin Transit needs to make in the next 5 years is to increase ridership across the system, on all its services.

The system needs additional riders to revert declining productivity and cost efficiency trends. To do this, Basin Transit needs to make the service more convenient and useful for a larger number of residents of the Morongo Basin.

This involves deciding on a handful of key trade-offs or policy choices. This Plan, prepared with stakeholder input, represents those choices, with specific recommendations to reorganize the system and take the transit network in the direction of higher ridership.



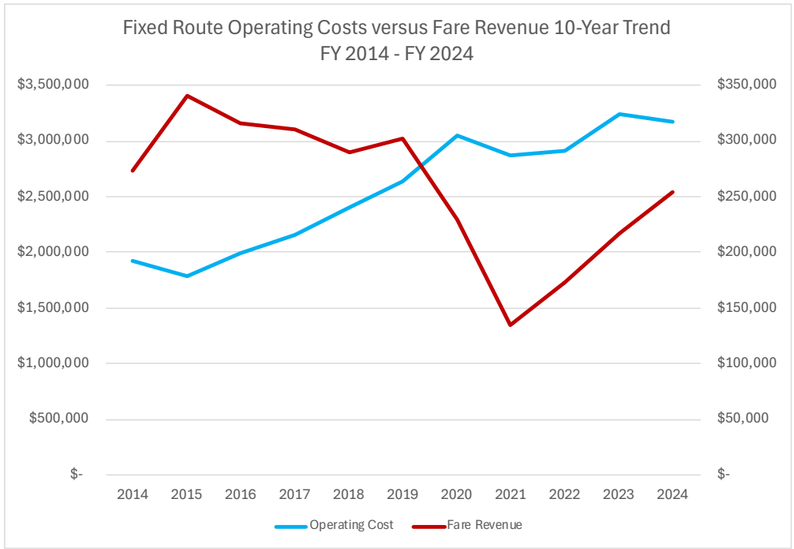
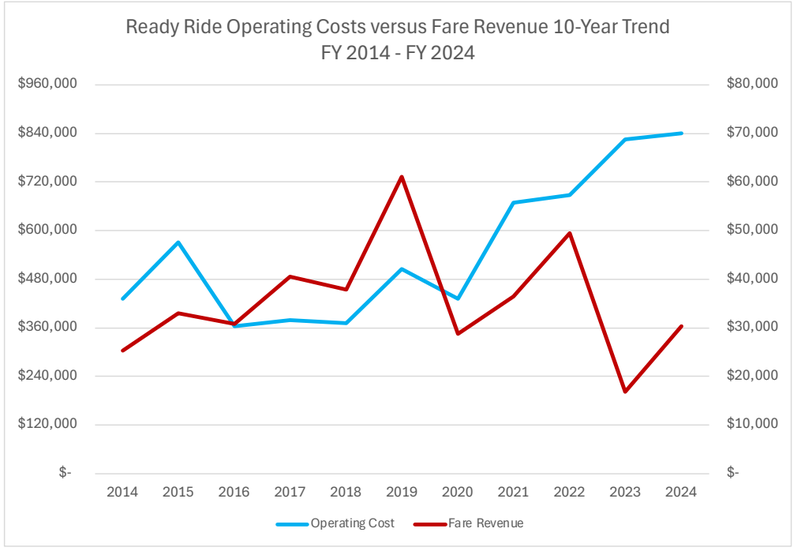


Figure 5: Systemwide Operating Costs and Fare Revenue, and Fixed Route and Ready Ride trend for 10-Year period between 2014 and 2024.



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Choices and Changes in this Plan

The key policy choices in this Plan involve changes to:

- **Geographic Coverage of Service**. Basin Transit provides coverage service to a large part of the service area with very low density and scattered development, that takes service away from areas with higher residential and job density.
  Reducing the extent of the service area that is provided with coverage service and investing those resources on more frequent service will help making the system more usable and convenient for more people and destinations.

- **Time of Day Coverage of Service**. Most services provided by Basin Transit operate Monday to Friday and for a limited number of hours, generally from 7:00 am to 5:00 pm. This means that most services are not available during weekday evenings and on Saturday and Sunday.
  This reduces the usefulness of service, because it is not available at times when people want to travel such as weekends.
  Providing service later in the day on weekdays and on weekends would make the service more convenient to use for more people.

- **Connectivity of Services**. Basin Transit's local and intercity routes have timed connections at transit centers. However, commuter services to Palm Springs and Ready Ride services providing coverage to remote areas do not.
  Making all services connect at key centralized locations would extend the reach of the transit network and provide everyone with access to all services and destinations, even if available trip times are limited. Improving the ability of residents to more seamlessly travel across the basin and the region.

- **Regional Connectivity**. Basin Transit has always operated a regional connection to Palm Springs. However, the performance of this route has been declining which has led to reductions in service.
  BT needs to decide whether it wants to invest with higher intent on this connection.
  Regional travel patterns signal that there is latent demand for better service between the basin and Palm Springs.

- **Overlap and Customization of Services**. Basin Transit operates some services that appear highly customized to specific groups such as Ready Ride which provides curb-to-curb service to communities away from major towns, or Route 15 which operates direct express service between the Twentynine Palms MCAGCC and Palm Springs.
  Reorganizing these services to reduce duplication with regular services such as neighborhood, intercity and commuter routes can help making all service more attractive and useful for a larger number of residents.

The following sections provide a discussion of proven transit planning principles that we are using to guide policy decisions on how to improve service and making it more useful for a larger number of riders.

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What Makes Transit Useful?

This section explains how the key elements of a transit network work together to create a service that many people find useful.

Why Access Matters

Many factors affect people's decision to use transit, but the most fundamental is time. Most potential riders are working, studying, or raising children (or all three!) and have a limited amount of time in their day that they can devote to traveling. Even people who don't have the option to drive won't use public transit if it takes more time than they can spare. Long travel times required are one of the most universally cited reasons not to use transit, even among people who would otherwise be open to it.

To assess the existing network, and evaluate possible improvements to it, we need to describe the travel times it provides.

Some planning approaches do this by studying the patterns of trips that people are making now. For example, it is common to collect data about people's travel based on how their mobile phones move around the region.

However, the trips that people are making aren't necessarily the trips people would make if they had better options. People without cars often don't make all the trips they would like, because transportation is a barrier. This means **there is value in serving not just current trips, but connections to any places that are likely to be useful or attractive to many people.**

For this reason, this report focuses on Basin Transit's current route coverage within the service area. To do this, we talk about the **access to destinations** from each location in the city.

The Wall Around Your Life

Wherever you are, there is a limited number of places you could reach in a given amount of time. These places can be viewed on a map as a blob around your location, as shown in the illustration at right.

You can think of the edges of this blob as a "wall around your life." Beyond this area are things you can't do on most days because it simply takes too long to get there. The jobs, education, shopping, and any other resources outside this area are less likely to be available to you.

Access and Ridership

Access to destinations describes the usefulness of the transit network. It also describes how the design of the network contributes to high ridership.

When access is high, it means that when someone looks up a trip they want to make, they are more likely to find that the travel time is reasonable, and they are more likely to ride.

Access to opportunity is a good thing separate from the ridership that it generates.

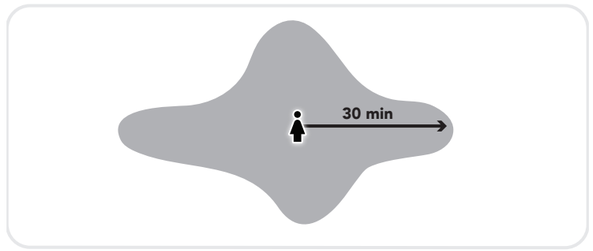
- In real estate, access contributes to the value of a location because it means more customers, residents and workers can reach it.
- Access to jobs and education is a critical need for people with low incomes, who are more likely to rely on transit.
- Access is a measure of how many options we have in our lives. In this sense, it is a measure of freedom, which needs no other justification.

WHAT IS ACCESS?

Here is a person...



... in a region full of possible destinations.



In **30 minutes**, this person can get to anywhere in the **shaded area.**



Her **access to opportunity** is the **number of destinations in that area.** To estimate her access, count the **jobs** or **schools** or **shopping** in that area.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Elements of a Transit Trip

Walking, Waiting, and Riding

When we think about travel time, we have to think about the entire trip. A typical transit trip contains three types of time:

- **Walking**, or traveling to and from the stop by some other means. Although people do cycle, and sometimes drive and park to use transit, the vast majority of transit trips begin and end with a walk, either on foot or with the assistance of a wheelchair or personal mobility device.
- **Waiting**. Waiting is time spent outside the transit vehicle, and not in motion, as part of your trip. It can also be described as the difference between when you ideally want to travel and the time you can travel.
- **Riding**. Riding is all the time spent inside the transit vehicle.

When we refer to travel time in this report, we mean the sum of all three of these kinds of time.

Measuring Walking Time

This report measures walking times based on an average speed of 3 miles per hour, about 20 minutes to walk one mile.

This is, unavoidably, just an average among diverse human walking speeds, including wheelchair speeds. Some people walk (or roll) more slowly, and some walk faster. Walking can also be affected by delays and barriers such as street crossings or curbs that are difficult to account for precisely.

People who walk especially slowly may experience less access than others. People who walk faster may experience more. There is no way to incorporate everyone's diverse walking speeds when creating a high-level image of overall transit access across the basin.

What is Waiting?

Waiting is not just the time you spent at the bus stop; it includes any time between the moment you want to travel and the next opportunity to get on the bus.

Many jobs have rigid hours. You may be penalized if you start late but you are not paid more for arriving early. In these jobs, if you have to be at work at 8:00, but your hourly bus arrives at 7:05 or 8:05, you will have to take the earlier bus and effectively wait 55 minutes at your destination.

If you have real time information about when the bus is expected, you can show up at the stop just a few minutes earlier. But if the bus comes only once an hour, you've still experienced a substantial loss of access, because you couldn't travel at the time that would have served you best.

You may be fortunate enough to have a job that lets you make use of your waiting time, but waiting time is still time spent not where you want to be, doing what you really want to do there.

To represent the average rider's experience, **"waiting time" in this report is estimated as half of the time between consecutive buses on a route.** For example, an hourly route is calculated to have a wait time of thirty minutes. This illustrates how frequency and waiting time are two of the largest elements of travel time, especially for shorter trips like those made on Basin Transit's neighborhood routes.

Calculating Travel Times

Every transit trip is made up of walking, waiting, and riding.

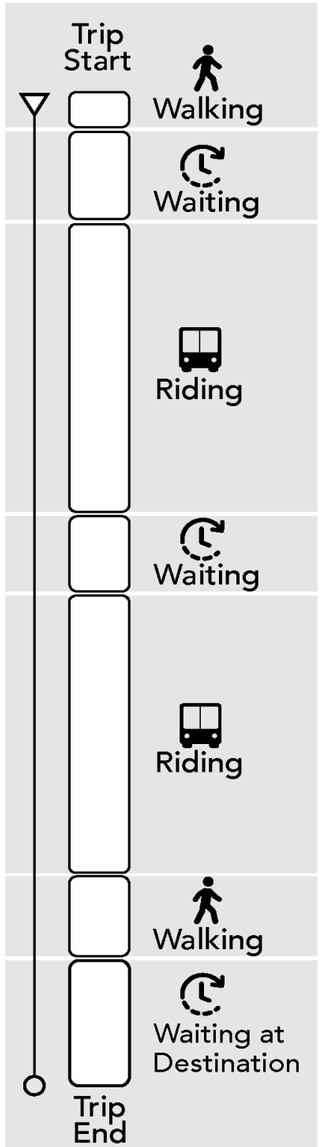


Figure 6: Elements of travel time in a typical transit trip, including a transfer

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Access Depends on the Built Environment

Creating a high-access transit network isn't just about faster or more frequent service. Many factors outside the control of Basin Transit – such as land use, development, urban design, street networks – affect transit's usefulness. This is why **planning and infrastructure decisions made by the cities, the County, the military base and other agencies have a big effect on transit's success.**

The built environment factors shown in Figure 7 affect the usefulness of transit:

- **Density.** Where there are many residents, jobs and activities in an area, there are many potential transit users, and many places people might want to go.
- **Walkability.** People near transit can only reach it if they can walk to the stops safely and comfortably.
- **Linearity.** Direct paths between many destinations are faster and cheaper for Basin Transit to operate than circuitous, deviating routes. Linear routes are also more appealing to riders.
- **Proximity.** The longer the distance between two places Basin Transit wants to serve, the more expensive it is to connect them. Roads with proximate development tend to generate more ridership relative to cost.
- **Mix of Uses.** When there is a mix of land-uses along a direct path, transit can be useful for many types of trips, and people ride in *both* directions at many times of the day.

These five elements determine where transit can be useful for many people, at a relatively low cost. Where there is dense, walkable, proximate development with a mix of activities, arranged along a linear road, high ridership at a low operating cost is possible.

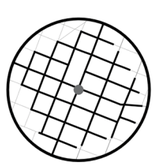
DENSITY *How many people, jobs, and activities are near each potential transit stop?*



\+ Many people and jobs are within walking distance of transit.

– Fewer people and jobs are within walking distance of transit.

WALKABILITY *Is it possible to walk between the stop and the activities around it?*



\+ The dot at the center of these circles is a transit stop, while the circle is a 1/4 mile radius.

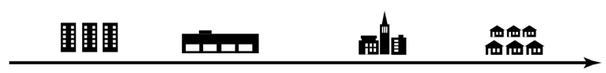


– The whole area is within 1/4 mile, but only the black-shaded streets are within a 1/4 mile *walk.*

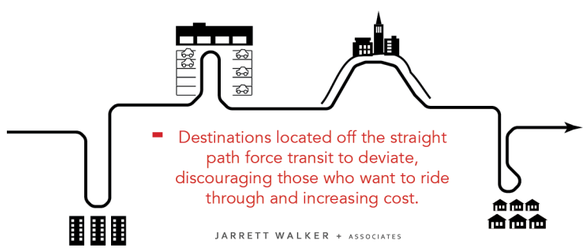


\+ It must also be safe to cross the street at a stop. You need stops on both sides for two-way travel!

LINEARITY *Can transit run in reasonably straight lines?*



\+ A logical transit line is a direct path between any two destinations on it.



– Destinations located off the straight path force transit to deviate, discouraging those who want to ride through and increasing cost.

JARRETT WALKER + ASSOCIATES

PROXIMITY *Does transit have to traverse long gaps?*



\+ Short distances between many destinations are faster and cheaper to serve.



– Long distances between destinations means a higher cost per passenger. (Distance-based fares can compensate in part.)

MIX OF USES *Do people travel in both directions, all day?*



\+ A mix of land uses means buses are ridden in both directions, more times of the day and week.



– Transit serving purely residential areas tends to be full in one direction, but empty in the other.

Figure 7: Five key built environment factors that determine how useful a transit network can be

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What are the Goals of Transit?

Transit Purposes

Transit is asked to serve many different purposes by different members of the public, stakeholders or elected officials.

A Social Safety Net. Transit can help meet the needs of people in situations of disadvantage, providing access to essential services and jobs, or alleviating social isolation by offering a basic affordable transportation option.

Economic Opportunity. Transit can give workers access to more jobs; businesses access to more workers; and students more access to education and training.

Climate & Environmental Benefits. By reducing car trips, transit use can reduce air pollution and greenhouse gas emissions. Frequent transit can also support compact development and help conserve land.

Congestion Mitigation. Because buses carry more people than cars, transit use can mitigate traffic congestion by reducing Vehicle Miles Traveled (VMT). This is especially important in communities with significant jobs-housing imbalances and preponderance of long commutes.

Personal Liberty. By providing people the ability to reach more places than they otherwise would, a transit system can be a tool for personal liberty, empowering people to make choices.

Transportation Equity. Transit can be designed to enhance the mobility minority and lower-income communities who have been denied access to highly useful transit service in the past.

Support for New Development. Transit can be an important asset for new residential or employment areas. Frequent transit can also support compact development and help conserve land.

Some of these purposes are only served if many people use transit. For example, transit can only mitigate congestion and reduce greenhouse gas emissions if many people ride the bus rather than drive. We call such goals "ridership goals" because they are achieved through high ridership.

Goals related to economic opportunity and equitable mobility are also related to the ridership goal, because for the positive outcomes that affordable, useful public transportation can provide to be widespread in the community, many members of the community must actively use the service.

Other goals are served by the simple presence of transit. A bus route through a neighborhood provides residents insurance against isolation, regardless of whether or not they are able to drive, walk or cycle a long distance.

A route may also fulfill political or social goals, for example by getting service close to new development areas. We call these types of goals "coverage goals" because they are achieved in large part by covering geographic areas with service and ensuring that transit is widely available, rather than by high ridership.

High Ridership is Not Transit's Only Goal

If Basin Transit wanted to maximize transit ridership, it would focus service only in those places where and when it would be used by the most people. This would mean thinking like a business, focusing on places where its service is competitive for a large number of riders.

Businesses are under no obligation to operate where they would spend a lot of money to reach few customers. For example, McDonald's is under no obligation to provide a store within two miles of everyone in the basin. If it were, the company would add hundreds of additional locations, some serving just a handful of people, and most would operate at a steep loss because of the few customers nearby.

People understand that sparsely-populated areas will naturally have fewer McDonald's locations than urban areas. We don't describe this as McDonald's being *unfair* to rural areas; they are just acting like a private business.

Transit agencies are not private businesses, and most agencies decide that they have an obligation to cover most of their service area. The elected and appointed officials who make transit decisions hear their constituents say things like "We pay taxes too" and "If you cut this service, I will be stranded" and they decide that coverage, even in low-ridership places, is an important transit outcome.

Transit agencies are sometimes accused of failing to maximize ridership, as if that were their only goal. In fact, they are intentionally operating "coverage services" that are not expected to generate high ridership. Such coverage services are sometimes visible to the public as mostly-empty buses or trains, and they are visible to planners as routes or services with low productivity or high costs per boarding.

Agencies must balance the competing goals of high ridership and coverage. The smaller an agency's budget relative to its service area, the harder the trade-off between those competing goals. This is the challenge that Basin Transit faces.



Figure 8: Is an empty bus a problem? That depends on why you're running it in the first place.

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The Ridership-Coverage Trade Off

High ridership and coverage goals conflict with one another, due to simple geometry and geography. In the illustration to the right, two very different transit networks could be offered in a fictional area.

In this imaginary region, the little grey dots indicate the presence of people and jobs. The grey lines indicate roads. Most of the activity is concentrated around a few roads. The agency has a budget that allows for the operation of only seven buses in a typical day.

A transit agency pursuing only a ridership goal would focus service on the roads where there are large numbers of people and destinations. When service is concentrated onto fewer routes, frequency is high and hours of service can be long. People have many opportunities to travel throughout the day, which means transit is more likely to work for their trips.

If the agency were pursuing only a coverage goal, on the other hand, it would spread out services so that every road had a bus route or a demand response service. But spreading transit widely means spreading it thin. Wait times are long, there are few opportunities to travel each day, and people rarely find the service useful for their trips.

While an agency can pursue ridership and provide coverage within the same budget, it cannot do both with the same dollar. The more it does of one, the less it does of the other.

This question is relevant for planning local and regional services. At the local level:

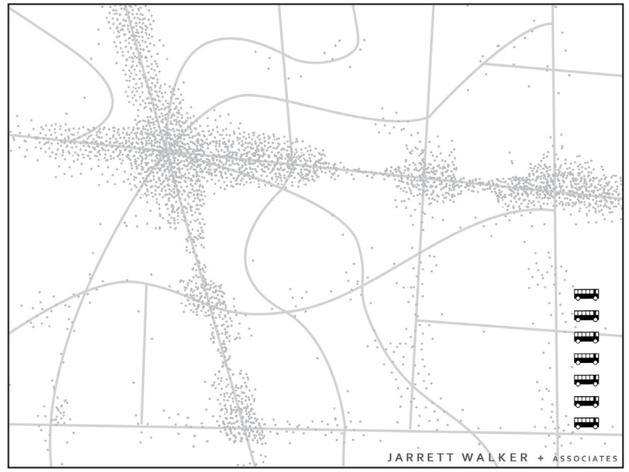
- Should Basin Transit focus its resources on its busiest corridor, between Yucca Valley and Twentynine Palms?
- Or continue to spread service out across all of the Basin?

At the regional level, when Basin Transit looks to create better regional connections to Palm Springs:

- Should regional service be concentrated into one highly-useful route that runs to Palm Springs all day?
- Or should it be spread across multiple routes that each offer just a few trips per day?

Reasonable people will naturally disagree about the right service planning choices in those two cases. Different people put different amounts of value on the goals of high ridership and wide coverage, and how they feel about those goals in the abstract will likely inform how they feel about specific plans for local and regional services.

In the process of developing this SRTP, Basin Transit heard from both the community and the Board of Directors, a desire to maintain a balance between ridership and coverage but with a slight emphasis on services that focus on generating higher ridership.



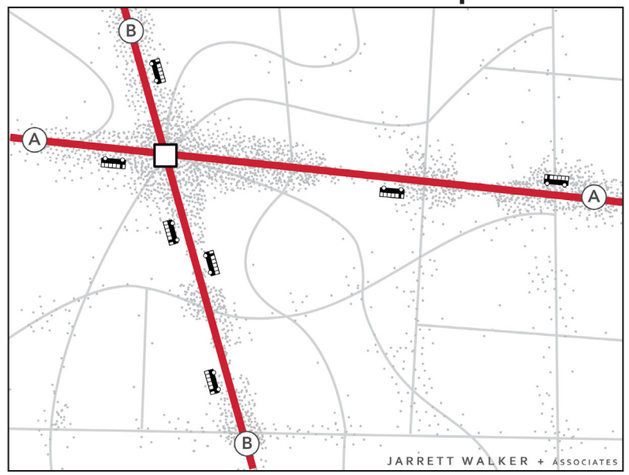
Imagine you are the transit planner working in this fictional area.

The dots scattered around the map are people and jobs.

The 7 buses are the resources the region has to run transit.

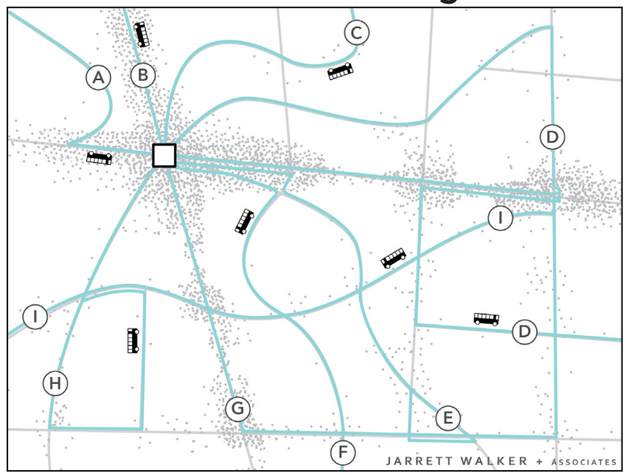
Before you can plan transit routes, you must decide: What is the purpose of your transit system?

Maximum Ridership



All 7 buses are focused on the roads and towns with the most activity. Many residents and workers have a good bus route nearby. Frequency and ridership are high, but some places have no service.

Maximum Coverage



The 7 buses are spread around so that there is a route on every road. Everyone lives near a stop, but frequency on all routes is poor, so waits for service are long. Only a few people can bear to wait so long, so ridership is low.

Maximum Ridership ⟷ **Maximum Coverage**

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Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

2 Market Analysis

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Residential and Employment Density

Study Area

The study area for this SRTP includes most communities in the Twentynine Palms – Morongo Valley Census County Division (CCD), in the southeast area of San Bernardino County. Basin Transit's service area includes the cities of Yucca Valley and Twentynine Palms, and the census-designated places (CDP) of Morongo Valley, Joshua Tree, and Homestead Valley (Landers). Additionally, BT offers service to residents in Sunfair Heights and Wonder Valley (east of Twentynine Palms).

The Twentynine Palms Marine Corps Air Combat Ground Center (MCAGCC) delimits the service area in the north. The property is approximately 1,100 square miles and has facilities for military tests, combat training, and recruit education. There are temporary residences for trainees and permanent residences for active Marines, their family members, and base employees. All of these facilities and other infrastructure that support the military population are contained in a small area of approximately 10 square miles, just north of Twentynine Palms.

Joshua Tree National Park delimits the service area in the south. It is protected from development and not included in the service area.

Residential Density

Figure 9 is a map of residential density, showing residents per square mile throughout the Morongo Basin. The highest residential densities are in the major urban centers of Yucca Valley and Twentynine Palms, and close to Highway 62.

There are pockets of residential density in Joshua Tree close to Highway 62 and Yucca Valley, but mostly low density residential

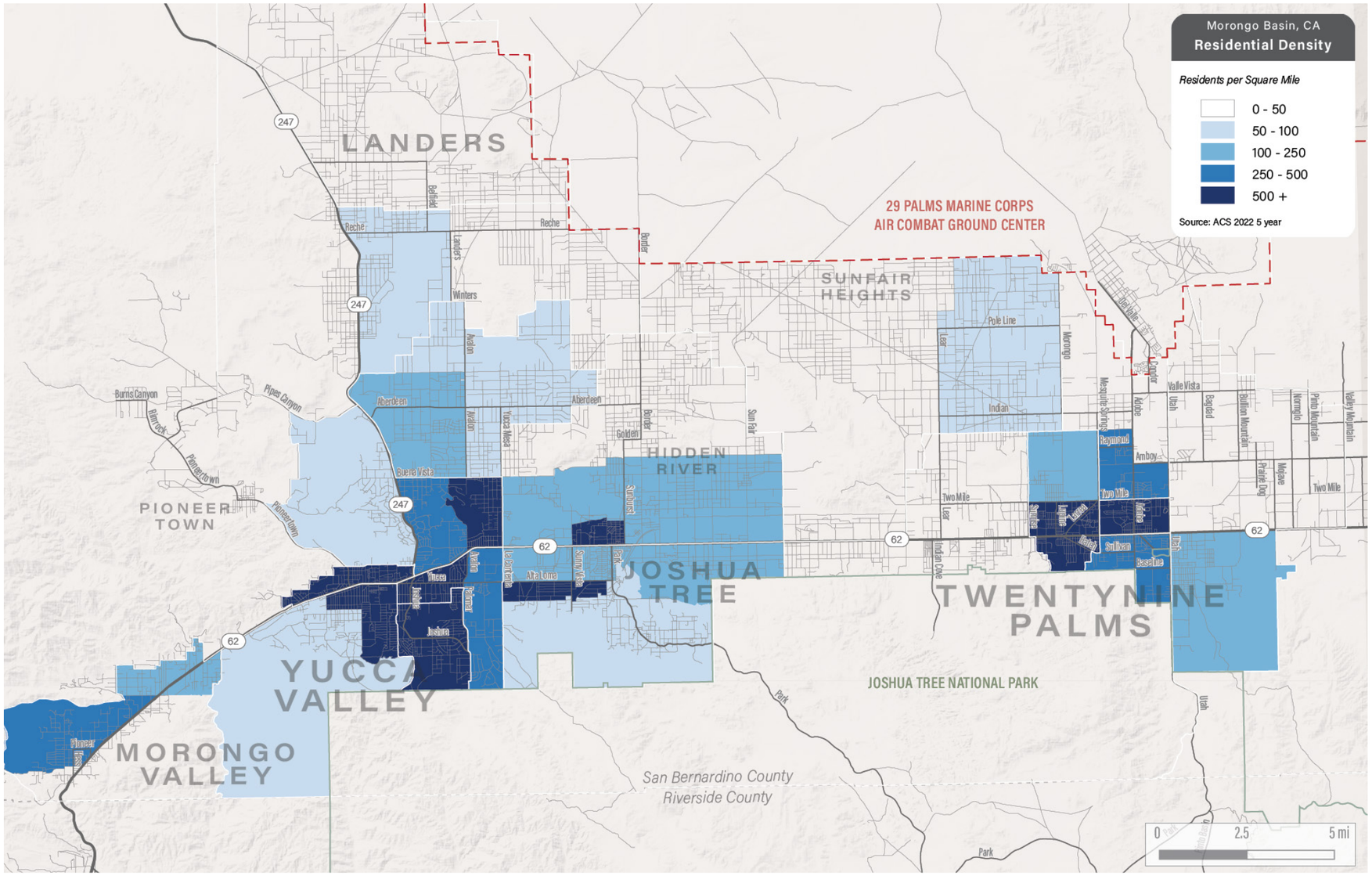


Figure 9: Residential Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

beyond 0.25 mile from it. And there is some residential density in Morongo Valley just west of Highway 62. North of Yucca Valley, going into Landers, development is scattered and of very low density.

Population in the Basin sprawls away from urban centers, with many sparsely populated areas that have single homes on large parcels, and some communities that are separated from each other by long distances.

Communities like Landers and Sunfair Heights have very low densities, with single family houses that may be down long dirt roads, making them difficult to reach by any travel mode.

The National Park and Marine Base boundaries restrict growth to the north and south. The corollary of this is that as the Basin's population grows, there is an opportunity to encourage denser development along Highway 62 that is easier to serve with transit.

Job Density

The map in Figure 10 shows the density of jobs across the Basin. The map shows distinct areas of high job densities in Yucca Valley, Joshua Tree, Twentynine Palms, and the Marine Corps Air Combat Ground Center (MCAGCC).

Job opportunities are most abundant along the Highway 62 corridor. Between Yucca Valley and Twentynine Palms is the Hi-Desert Medical Center and Courthouse complex (A) which provides a variety of jobs and services for the surrounding Basin communities.

Military employment (B) is available to the Marine Base active duty residents and civilian residents in Twentynine Palms. The Tortoise Rock Casino and Joshua Tree National Park Visitor Center are located in the center of

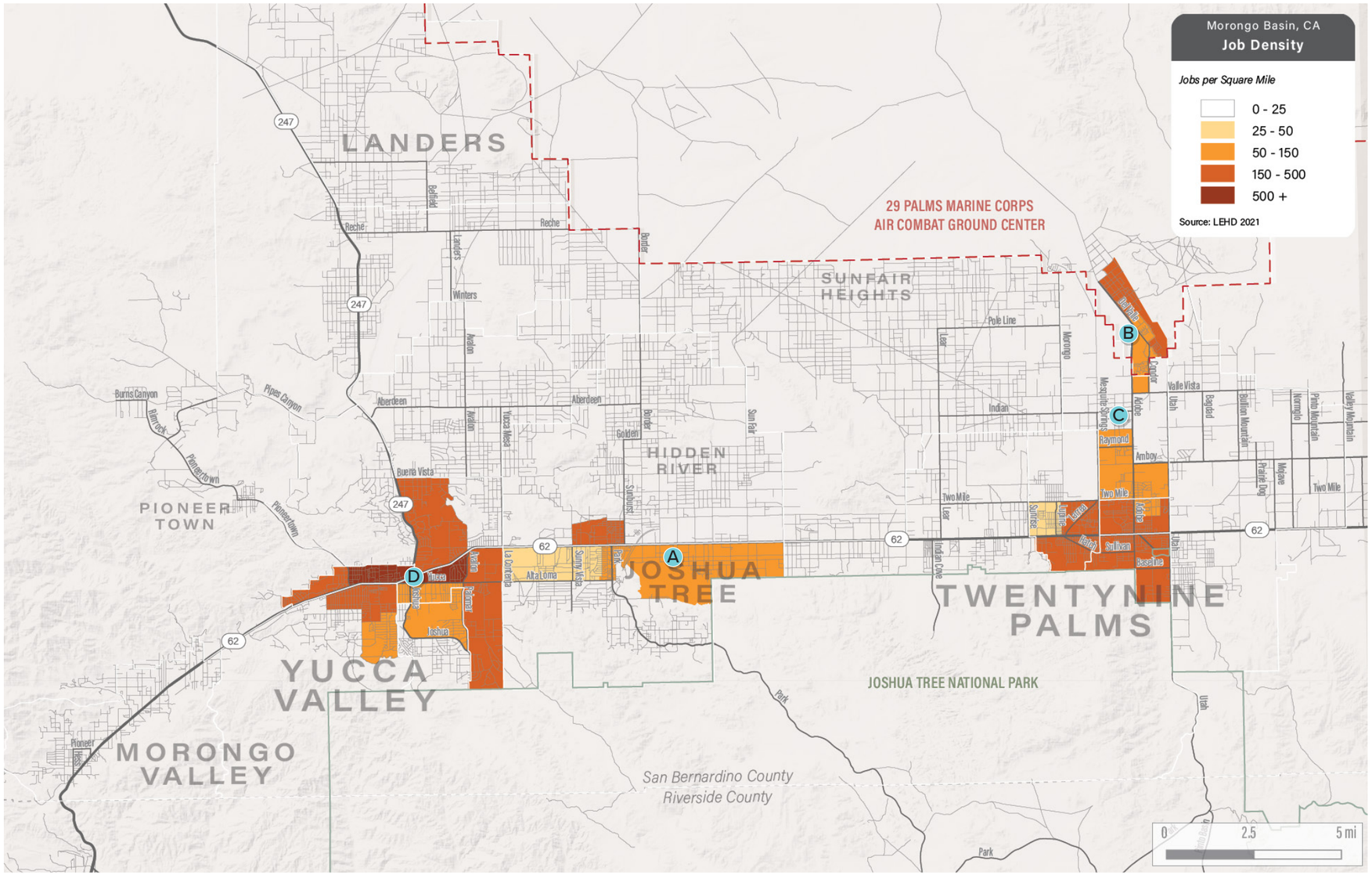


Figure 10: Job Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Twentynine Palms, along with grocery stores, restaurants, banks, barbershops (that cater to the Marines), hotels and schools.

On Adobe Road, south of the Base, there is a stretch of homes and commercial businesses including the Himalaya Center DMV C.

Yucca Valley has the highest job density in the Basin and is located directly on the Highway 62 corridor. Here you can find the Home Depot Center and Walmart, the regional airport, Firestation, Town Center Mall, restaurants, grocery stores, banks, retail shops and medical service providers D.

Job density represents not only where people might be going to work, but also destinations people travel to for services and shopping. Healthcare and higher education destinations like hospitals and universities also appear on job density maps due to a high number of employees.

Activity Density

Activity Density combines the population and employment density data using a three-color scale: residential density is shown in shades of blue, job density in shades of yellow, and places where both jobs and residents are present are shown in shades of red. The darker the color, the greater the number of jobs or residents in the area.

This type of mapping, seen in Figure 11 shows not only high density, but also the mix of activities in an area, which contributes to the ridership potential of transit.

Transit lines serving purely residential neighborhoods tend to be predominantly used in one direction and run different service hours than lines on major corridors like Highway 62.

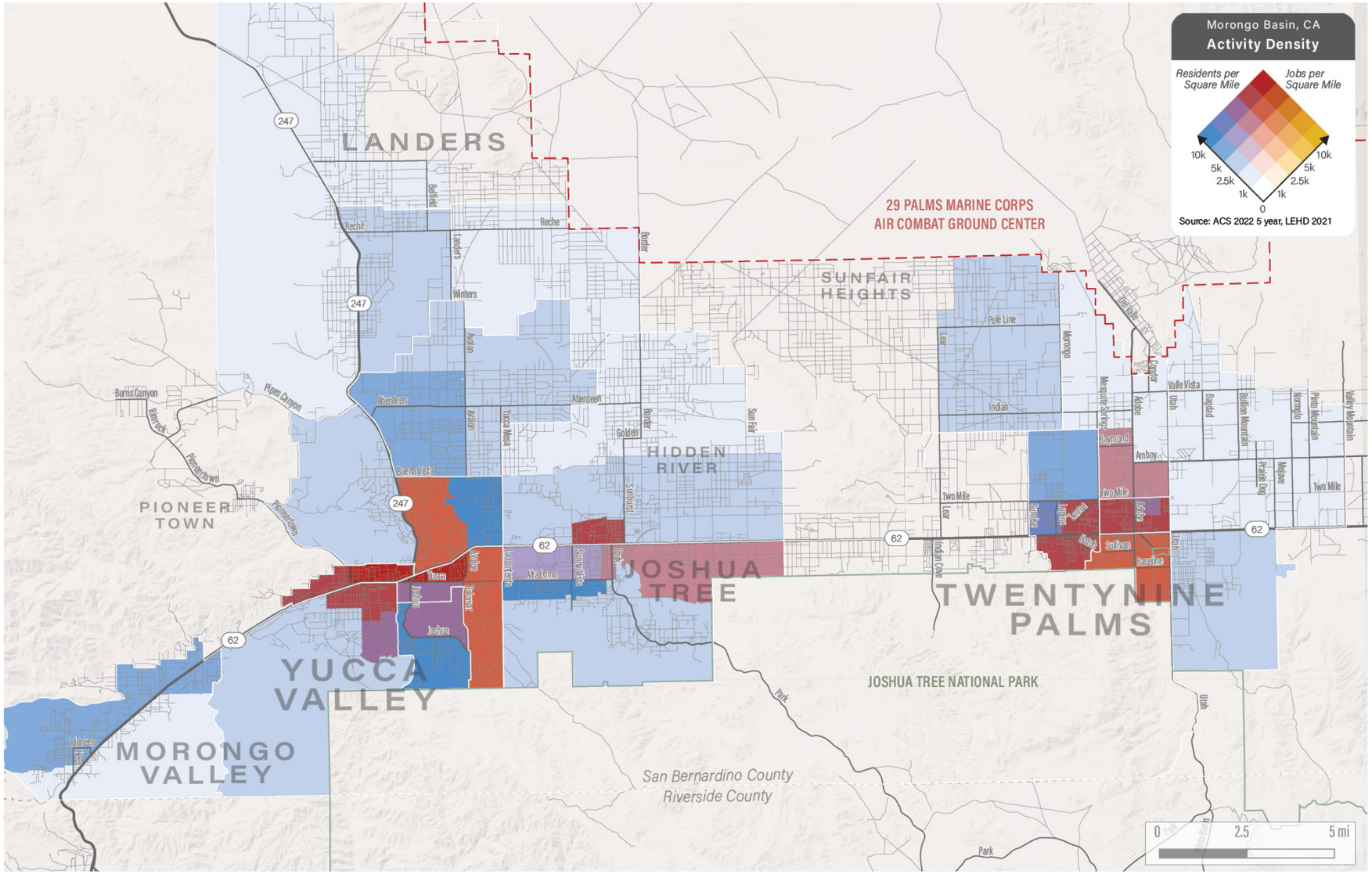


Figure 11: Activity Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

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Demographics

On corridors, where residential, commercial and other uses are mixed, people are traveling in both directions throughout the day.

Note that some busy places like malls and hospitals are underrepresented on these maps because only the employees are counted, and not the visitors. In addition, data from schools and universities count only employment, not students, even though students commute every day.

Many of the dense residential and employment areas noted on the previous maps stand out here, but this map also shows areas of substantial mixture, where different types of demand are more likely to sustain an all-day travel market. And these are found mostly in Yucca Valley, Joshua Tree and Twentynine Palms.

Senior Density

The Morongo Basin's senior population density (those age 65 and older) is represented in Figure 12. Seniors constitute 15% of the total population (about 1 in 7 residents). The map shows a pattern similar to the residential density, where there are higher concentrations of seniors in the central parts of Yucca Valley and Twentynine Palms, and lower density in Joshua Tree, Morongo Valley and beyond.

There are a number of assisted living facilities, like the Dumosa Senior Village, that house many seniors in Yucca Valley. Both Twentynine Palms and Yucca Valley have popular senior centers that provide services, like meals and other valuable social activities that encourage travel.

People over 65 generate demand for transit, especially when they reach an age when it is no longer safe for them to drive (typically over 75). Yet, the current cohort of seniors belongs

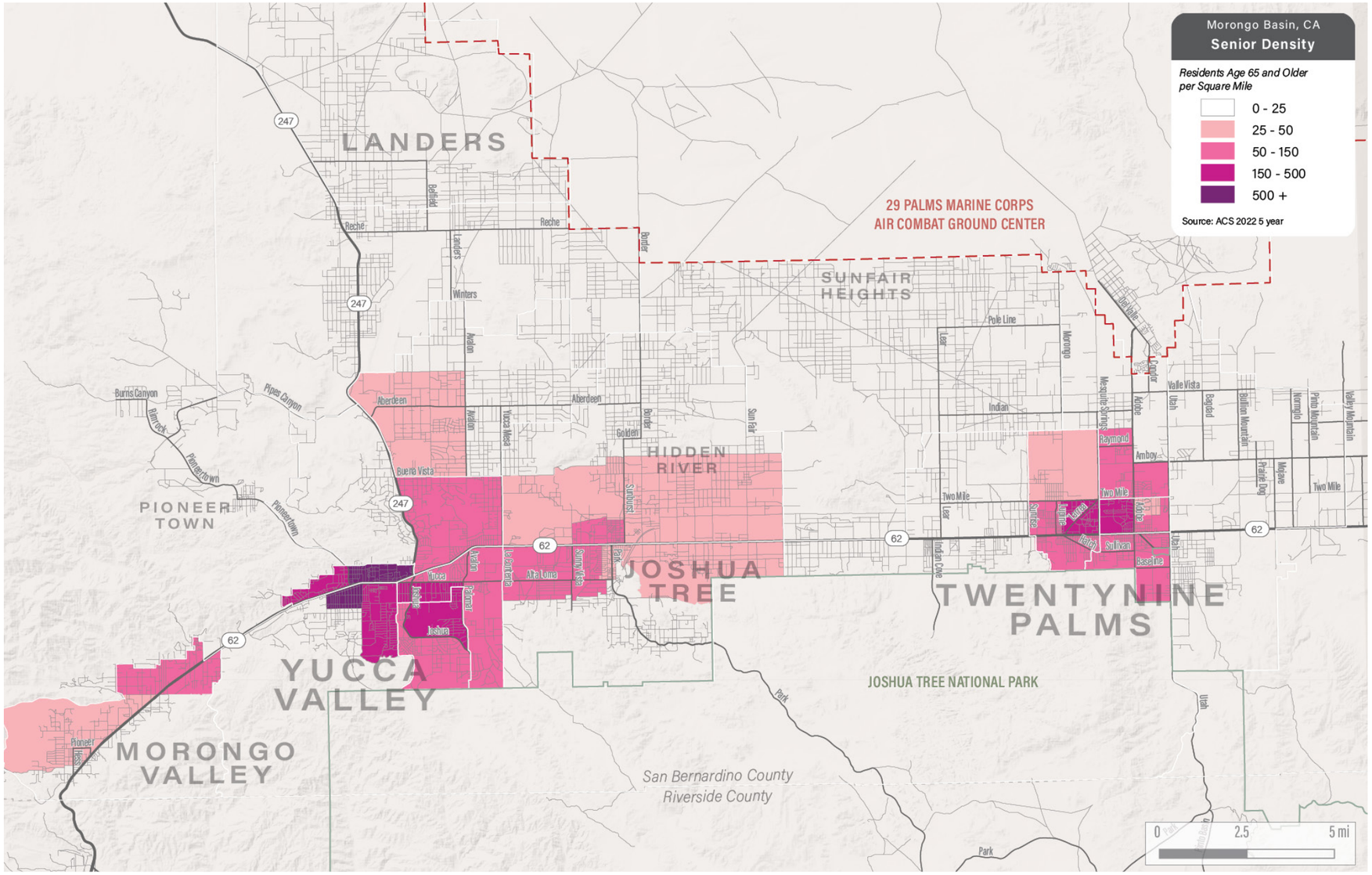


Figure 12: Senior Population Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

to the “baby boomer” generation, who grew up driving and has a high proportion of car ownership. According to recent non-driver studies in Washington and Wisconsin, seniors have a higher rate of car ownership than young adults.

However, compared to the population as a whole, seniors are more likely to experience mobility limitations. As a result, they are also more likely to use a service like Ready Ride, which provides an additional mobility option for seniors with physical impairments. Nevertheless, while some people may prefer the door-to-door service provided by paratransit, many others prefer the independence of taking a regularly scheduled bus rather than having to reserve a ride a day in advance.

Seniors’ needs and preferences are, on average, different from those of younger people. Seniors tend to be more sensitive to walking distance, because of limits on their physical ability. Also, seniors tend to be less sensitive to long waits, because many are retired and have a relatively flexible schedule. For the same reason, seniors are, on average, less likely to be discouraged by slow or indirect routes that take them out of their way.

For these reasons, the amount of focus that transit agencies place on meeting the needs of seniors should be carefully balanced with the needs and desires of the broader community.

Youth Density

The map in Figure 13 shows youth population density in the Morongo Basin (those age 17 and younger). This group represents a population of people who are too young to drive and benefit from access to transit. They constitutes 23% of the population or about 1 in 4 residents of the basin.

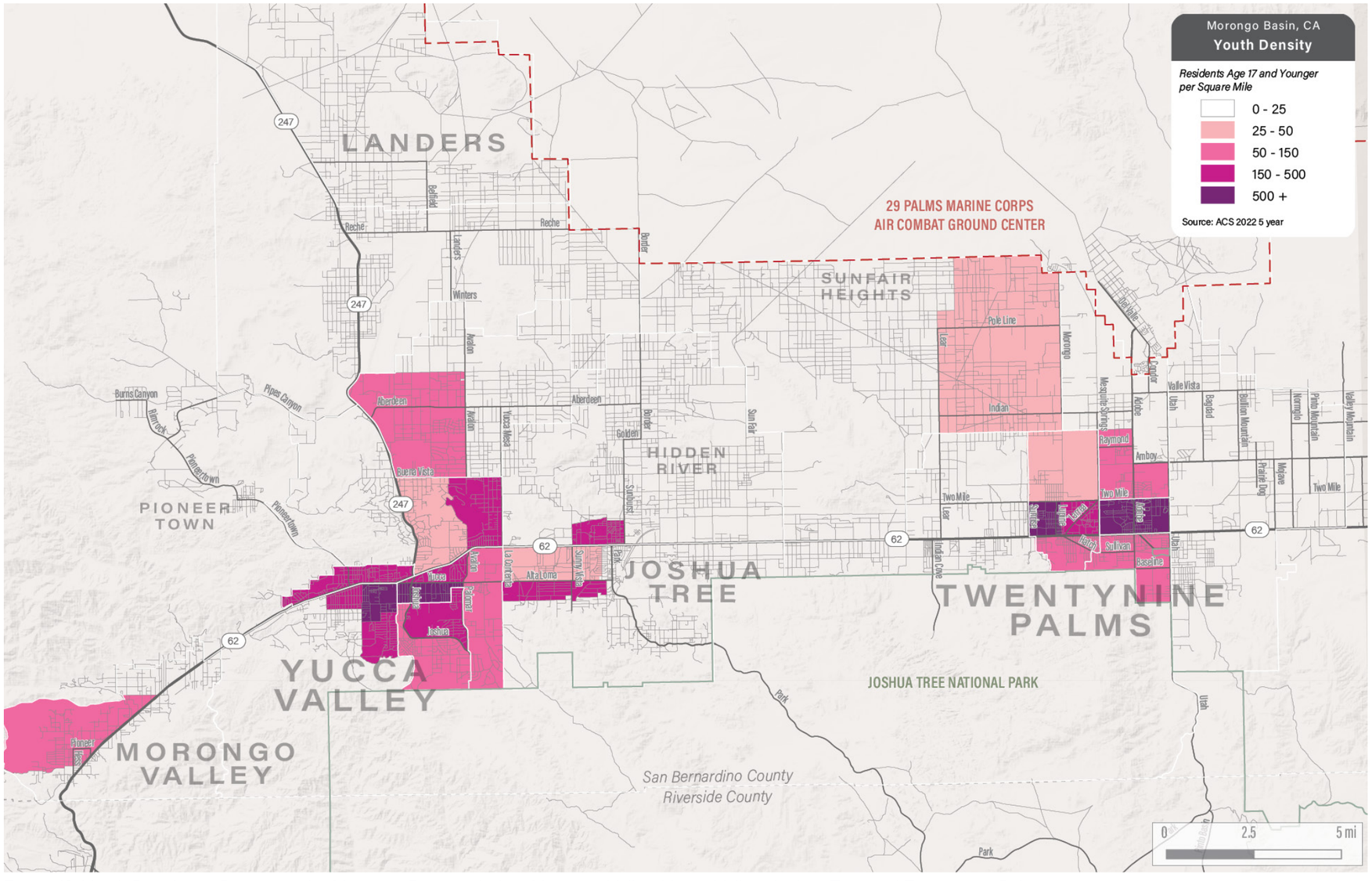


Figure 13: Youth Population Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Without the ability to drive, the youth population is reliant on other people, primarily their parents, to get them to or from any destination, whether it be for school, employment, social activity or daily errands.

High densities of people under 17 also tend to reflect high densities of adults with high demands on their time. Parents are sometimes perceived as a relatively weak market for transit, because their needs are so specific in time and pull them in many directions. However, a transit system that can allow children (who are old enough to travel on their own) not to depend on their parents for rides, can also be a significant factor in saving parents time, and making transit a more viable option for them as well.

Just as transit coverage can meet the needs of seniors who cannot or choose not to drive, transit coverage can also meet the needs of children and teenagers who are too young to drive, therefore, making transit convenient and safe for young people greatly expands their opportunities within the community.

Race & Ethnicity

Information about ethnicity or race does not alone tell us how likely someone is to use transit. However, avoiding placing disproportionate burdens on minority people, through transportation decisions, is essential to the transit planning process.

The map in Figure 14 shows where people of different races and ethnicities live in the Morongo Basin, according to the 2022 U.S. Census. Each dot represents 50 residents. Where many dots are very close together, the overall density of residents is higher. Where dots of a single color predominate, people of a particular race or ethnicity make most of that area's residents.

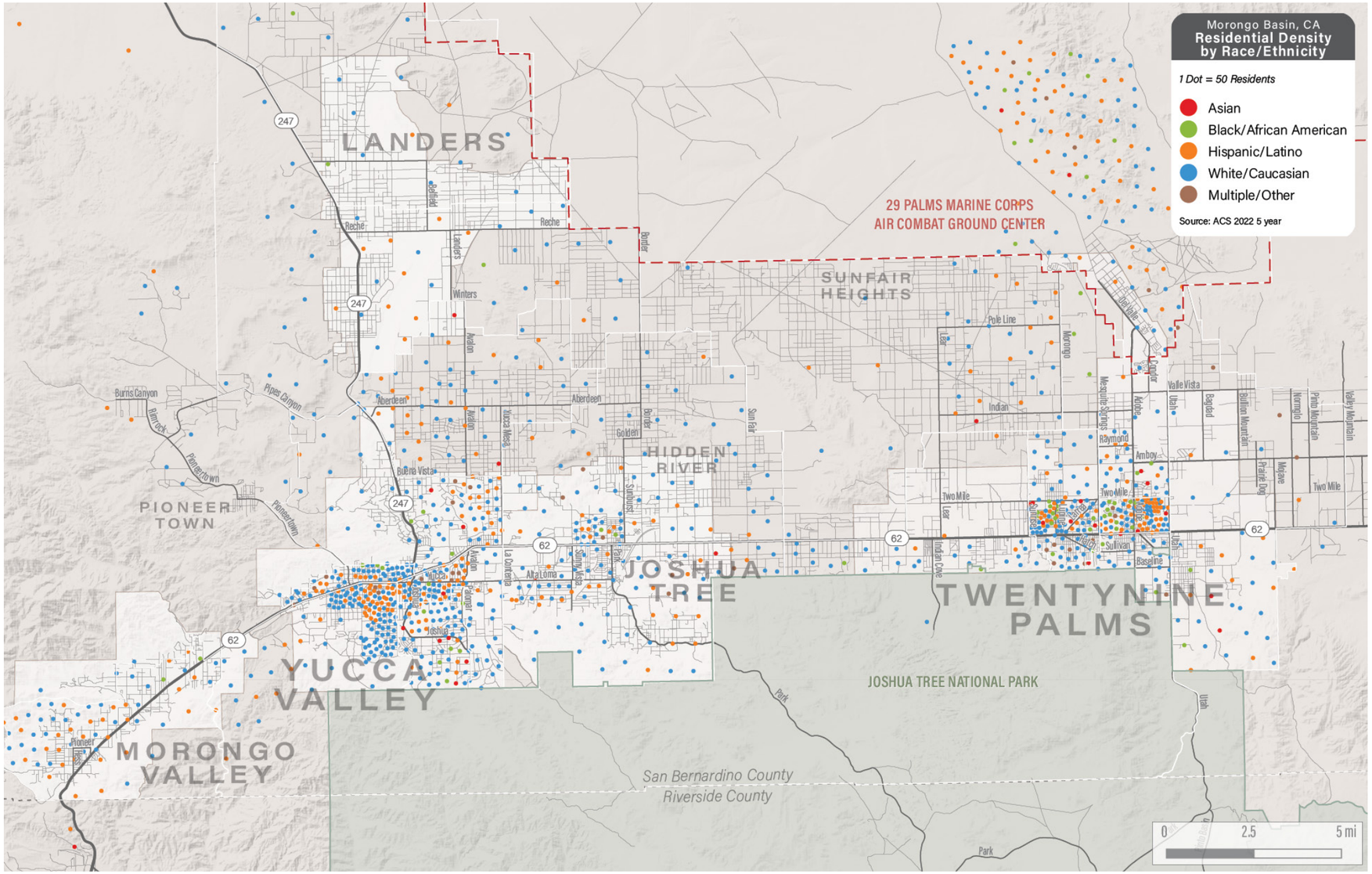


Figure 14: Race and Ethnicity in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

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Socioeconomics

The location of a dot does not indicate an actual address because the data has been aggregated to the census block level, therefore the dot placement is randomized within each block to show densities. No information is available about the locations of each group within a zone, and hard boundaries between one zone and the next likely do not reflect such hard edges in reality.

The map shows that Hispanic residents make up the largest nonwhite community in the Basin. Their residential pattern is consistent with other communities, where the most density is found in Yucca Valley and Twentynine Palms and much less density as the distance increases from the Highway 62 corridor. The MCAGCC's population is much more variable because the military academic programs run from a couple of months to a year and new people are constantly arriving and leaving the Base.

Poverty Density

Figure 15 shows the highest density of those living under 150% of the Federal Poverty Line are located closest to Highway 62 and the central areas of Yucca Valley, Joshua Tree, and Twentynine Palms.

However, the map also shows a sprawling pattern of people in poverty living away from the urban centers. Like other high desert areas in the county, many people have moved to the Morongo Basin to find property that is more affordable on a low income, and live scattered throughout the basin in communities such as Morongo Valley, Landers, Sunfair Heights, and Wonder Valley.

For those living close to Highway 62 and the urban centers, and that do not have access to a vehicle, there is the possibility of walking to some destinations and parts of the city.

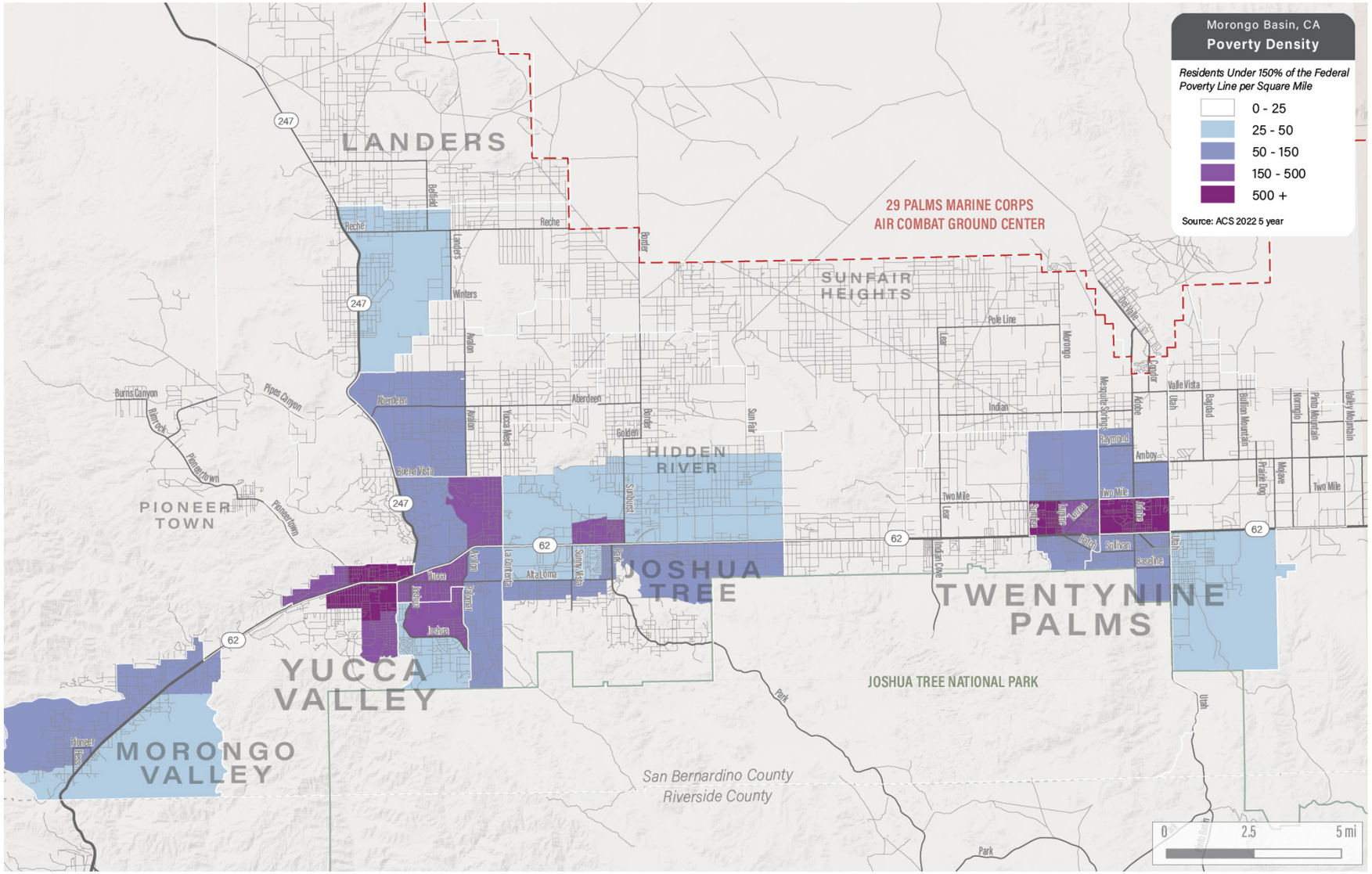


Figure 15: Poverty Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

2 Market Analysis
Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

However, there are long distances and the pedestrian and bicycle infrastructure is not always complete or safe, with many streets missing sidewalks. Also, wind and high temperatures during the summer can make walking and biking an unpleasant activity. For those living away from the urban centers, and that do not have access to a vehicle, transit can provide a degree of mobility and be a great benefit.

Many people living on low incomes in a given area, can suggest a strong market for transit or a significant need for coverage service, or both. But people with lower incomes do not automatically choose transit because it is the cheapest option. Transit service must also be useful and reliable for the kinds of trips they need to make.

For a long time the transit industry has made the distinction between “dependent” riders who earn low incomes, and “choice” riders, who fall into higher income brackets. But if transit doesn’t allow people to make the trips they need in a reasonable amount of time, even people with lower incomes will find alternatives that are more dependable for them, like buying an inexpensive car or getting a ride.

Zero Vehicle Density

Figure 16 shows a map of zero-vehicle households density. Although households without a vehicle are an obvious market for public transit, there are reasons to be careful with this measure.

The census defines a household as “all of the people who occupy a housing unit,” but this can be one person or it can be five or more. Many students living alone thus constitute a zero-vehicle household, and will appear more prominent on this map than a family of five living without a car, even though the family generates far more potential transit demand.

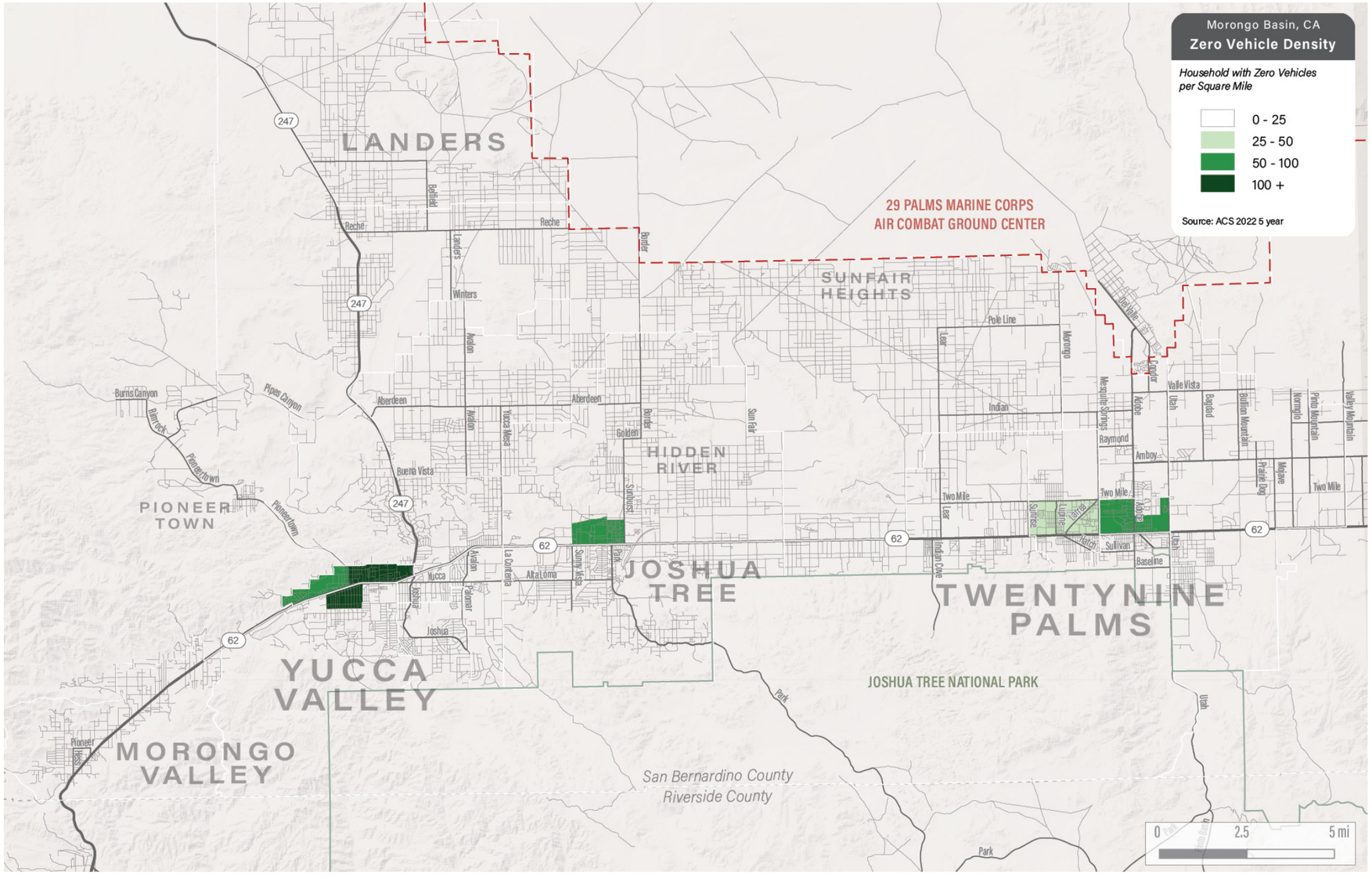


Figure 16: Zero Vehicle Density in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

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The family of five would likely generate more transit demand than a one-person household, even if it owned one or two cars.

One thing the maps based on this measure do show is that people are more likely to live without cars in places where that's relatively easy to do. There are many zero-vehicle households nearest to Highway 62 in the central parts of Yucca Valley, Twentynine Palms and Joshua Tree, partly because those are places where many of the basic needs of life can be met within walking, and supplemented by public transit.

The residential density map showed a pattern of suburban sprawl in the Morongo Basin, and this map confirms that few to no residents in those low density areas are without vehicles. The long distances, landscape of unpaved roads and harsh climate all contribute to a high dependency on cars to travel around the Basin.

Access to Vehicles

Figure 17 is a variation of the zero-vehicle household measure that rather than showing density of households, it compares the number of people of driving age against the number of vehicles available.

This map provides a more nuanced picture about vehicle dependency in the Basin. Areas like Morongo Valley, Landers and especially Sunfair Heights show that there are more drivers than cars available in the household, therefore someone may not have access to a vehicle when they need it. Therefore, there is a need for transit in these low density areas.

A unique situation occurs on the MCAGCC because military students stationed there are not permitted to have cars on base. This explains the high density of drivers per vehicle

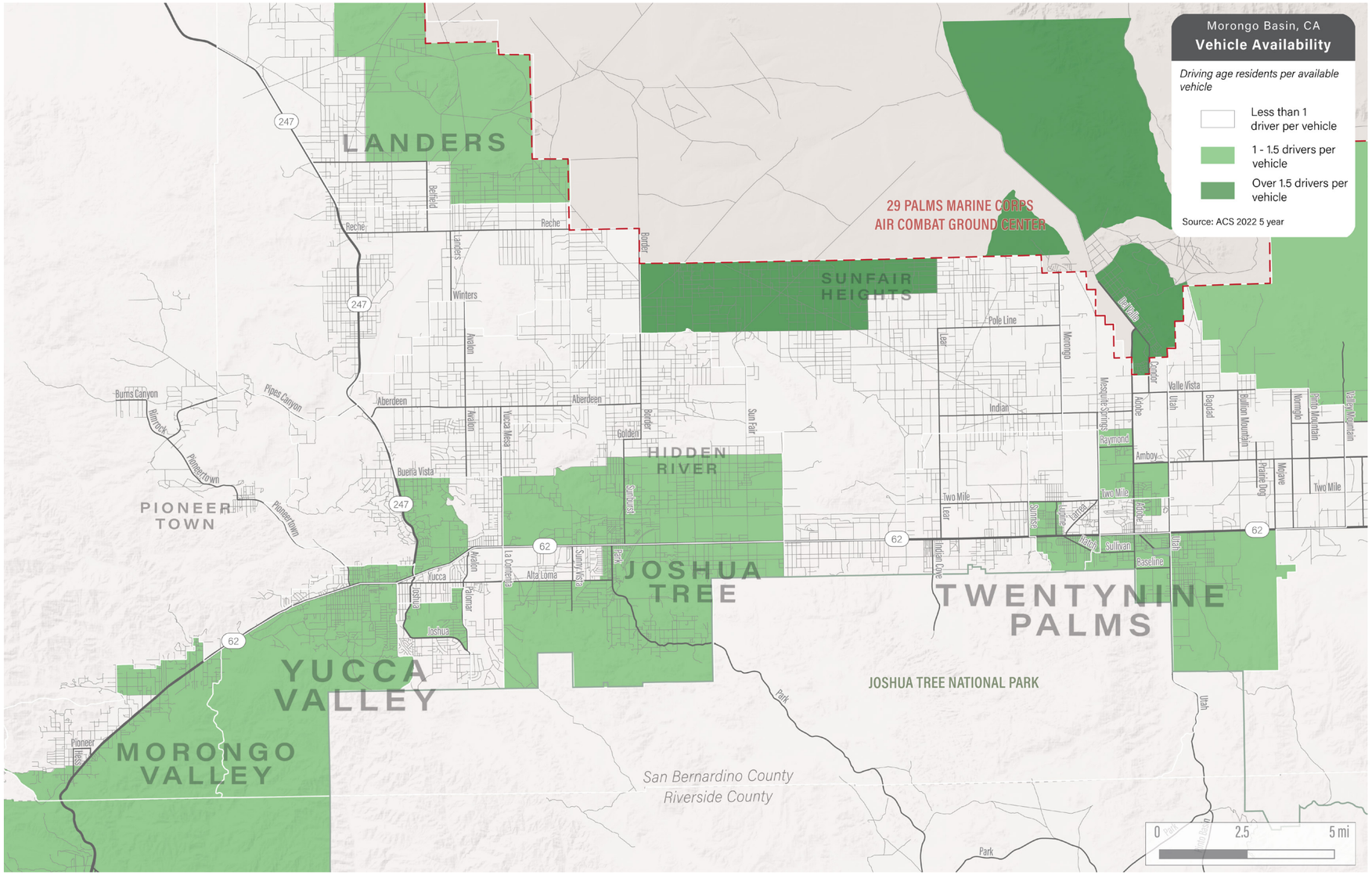


Figure 17: Vehicle Availability in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Morongo Basin Commute Travel Patterns

there. Without public transit options, much of the active military population cannot leave the base during their free time.

Home Locations of Workers

Similar to the Residential Density map, Figure 18 reveals the residential pattern of employed individuals. The dots in the map show locations and relative concentrations of workers that commute to work locations within and outside of the Morongo Basin area.

The largest concentrations of workers are found in the central parts of Yucca Valley and Twentynine Palms. However, the map also shows concentrations of workers along major roads leading out of urban centers going to Landers, north of Yucca Valley, north of Joshua Tree, and in the Morongo Valley. Outlying areas like Sunfair Heights and Wonder Valley show very few workers scattered through a large territory.

The information for this map was extracted from the U.S. Census Longitudinal Employment Household Dynamics (LEHD) data for 2022. LEHD data shows that there were 30,310 commuters living in the Morongo Basin area; 24,461 of them (81%) commute to work locations outside the basin, and only 5,849 commuters (19%) live and work in the Morongo Basin.

Remarkably, 4 of 5 employed individuals living in the basin commute to a work location that is outside the Morongo Basin. But, perhaps more eye opening is the fact that 19,497 commuters living in the basin (64%) travel more than 50 miles to their job, to urban areas in Riverside, San Bernardino, Orange, and Los Angeles Counties.

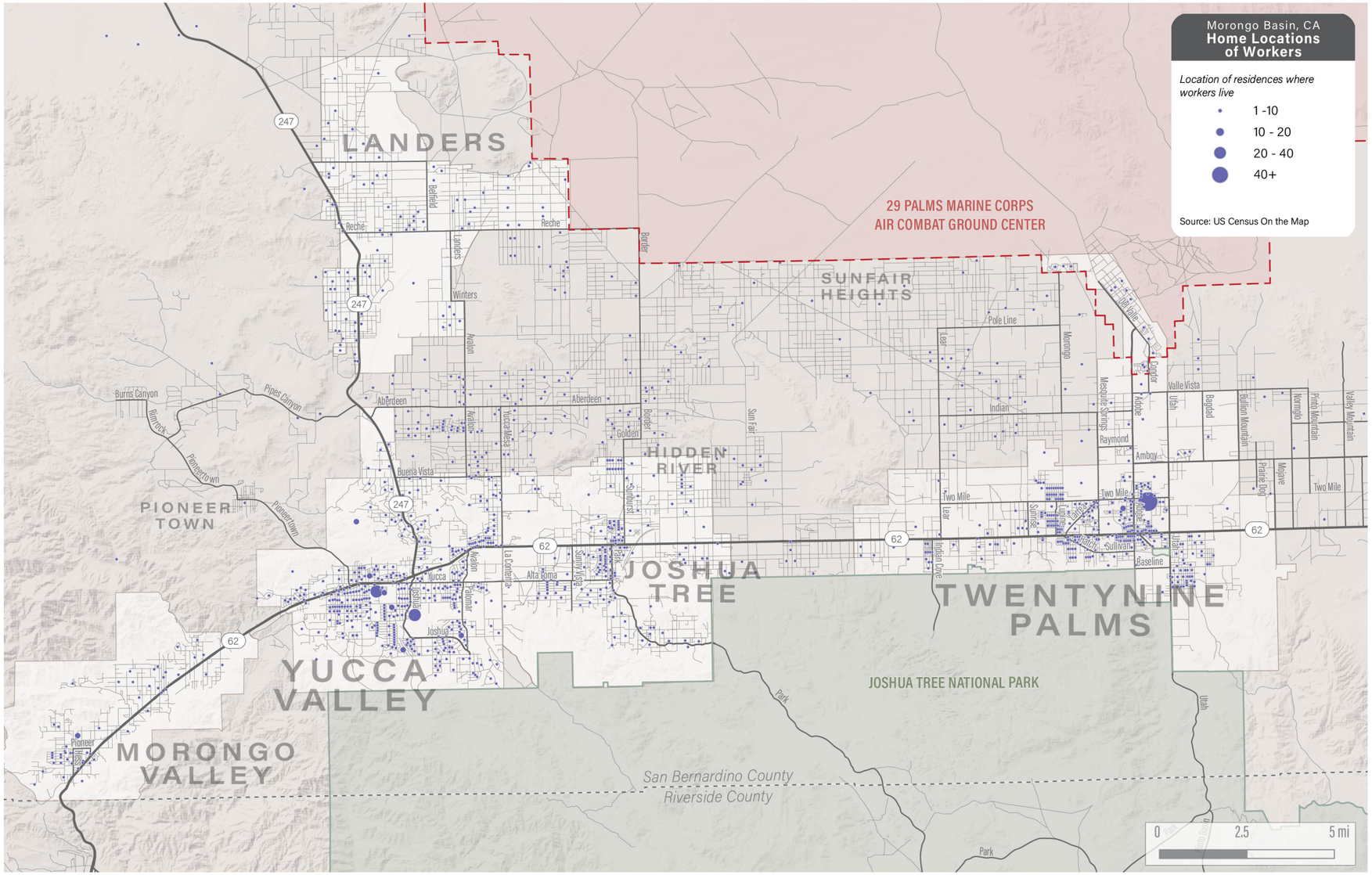


Figure 18: Residences of the employed population in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)
2 Market Analysis

Job Locations of Workers

Figure 19 illustrates the other side of the coin, showing the locations of jobs in the Morongo Basin.

Not surprisingly, the highest concentrations of jobs are found in the city centers of Yucca Valley and Twentynine Palms, but also in Joshua Tree, and at key locations between the two cities close to Highway 62. The Hi-Desert Medical Center, Courthouse, and Copper Mountain College, which concentrate a large number of jobs, are all located along this corridor approximately mid-way between Yucca Valley and Twentynine Palms.

The MCAGCC also shows a significant concentration of jobs. While most of these employees live on the Base, there are some civilian jobs there that make it necessarily for people who live throughout the Basin to commute there for work.

The LEHD data shows that there were 10,206 jobs in the Morongo Basin area in 2022, and that 5,849 of those jobs (57%) were held by people living in the basin (as shown in Figure 18). The other 4,357 jobs (43%) were held by people that commute into the basin from other parts of the region.

More than 4,000 employed individuals (40% of commuters to basin jobs) travel a distance of more than 25 miles. Many of them from Desert Hot Springs and the Coachella Valley. This is shown in the next two maps.

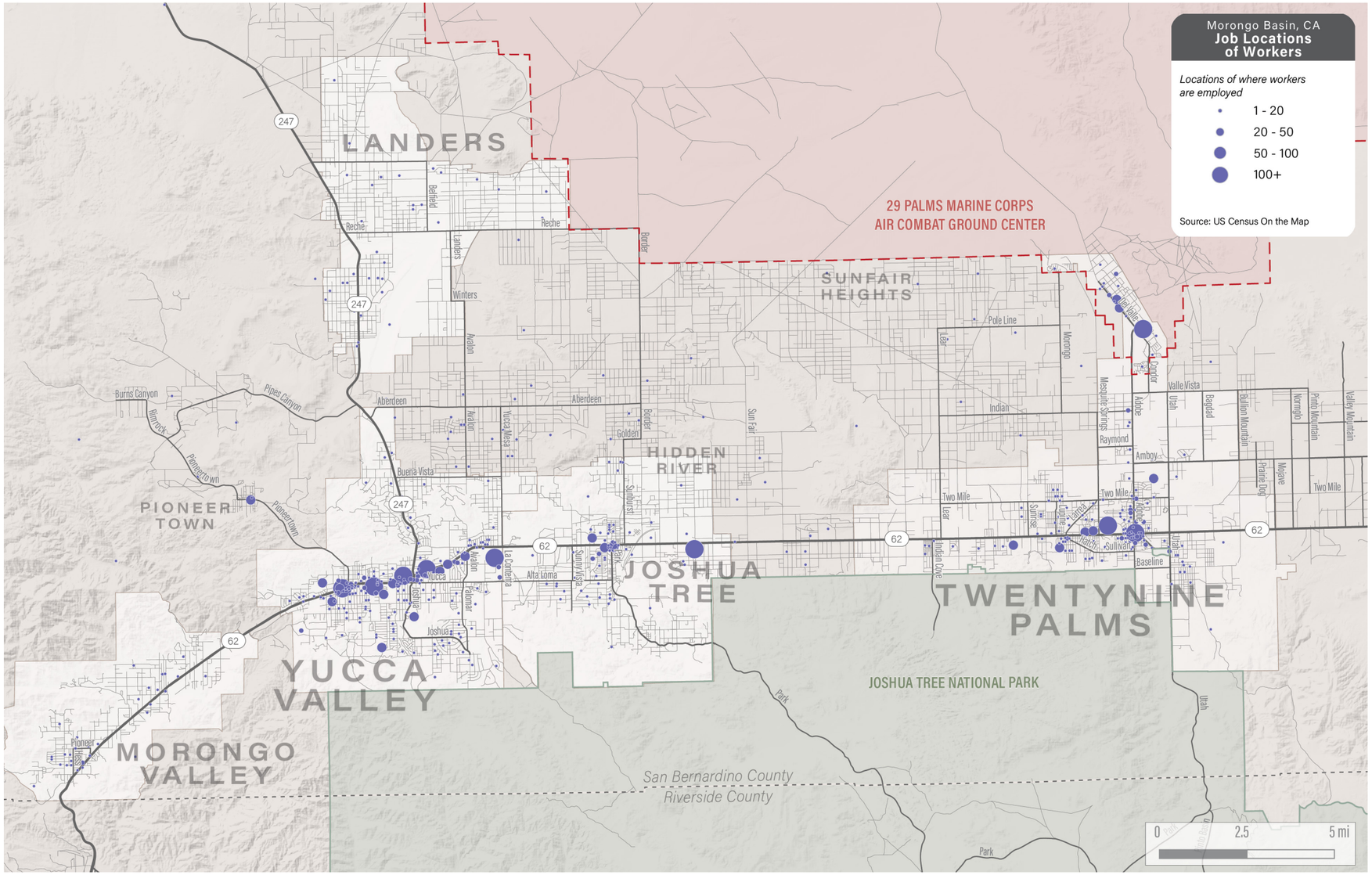


Figure 19: Work locations of the employed population in the Morongo Basin including Morongo Valley, Yucca Valley, Joshua Tree and Twentynine Palms

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Regional Commute Travel Patterns

The following two maps show the same residential and job density data, but on a larger scale to include the “down the hill” area, and to illustrate the commute patterns that exist between Palm Springs and the Morongo Basin.

Home Locations of Workers

Figure 20 shows the residential locations of all workers commuting in and out of the Morongo Basin. In 2022, there were 30,310 commuters, but only 10,206 jobs in the Morongo Basin area.

The map shows that most of the 4,327 individuals that are employed in the basin, but live outside of it, commute from residential locations in Desert Hot Springs and the Coachella Valley, with many commuting from the City of Indio and environs.

These workers regularly commute “up the hill” to their places of employment, with many (2,754 workers or 27%) traveling more than 50 miles to their job location in the Morongo Basin.

The table below, shows the main places of origin for all commuters that work in the Morongo Basin area.

City or Place	# of Workers	Percent
Yucca Valley, CA	2,300	22.5%
Twentynine Palms, CA	1,850	18.1%
Joshua Tree, CA	592	5.8%
Morongo Valley, CA	223	2.2%
Indio, CA	198	1.9%
Homestead Valley, CA	189	1.9%
Desert Hot Springs, CA	158	1.5%
Cathedral City, CA	144	1.4%
Palm Desert, CA	135	1.3%
Los Angeles, CA	127	1.2%
All Other Locations	4,290	42.0%
Total	**10,206**	**100.0%**

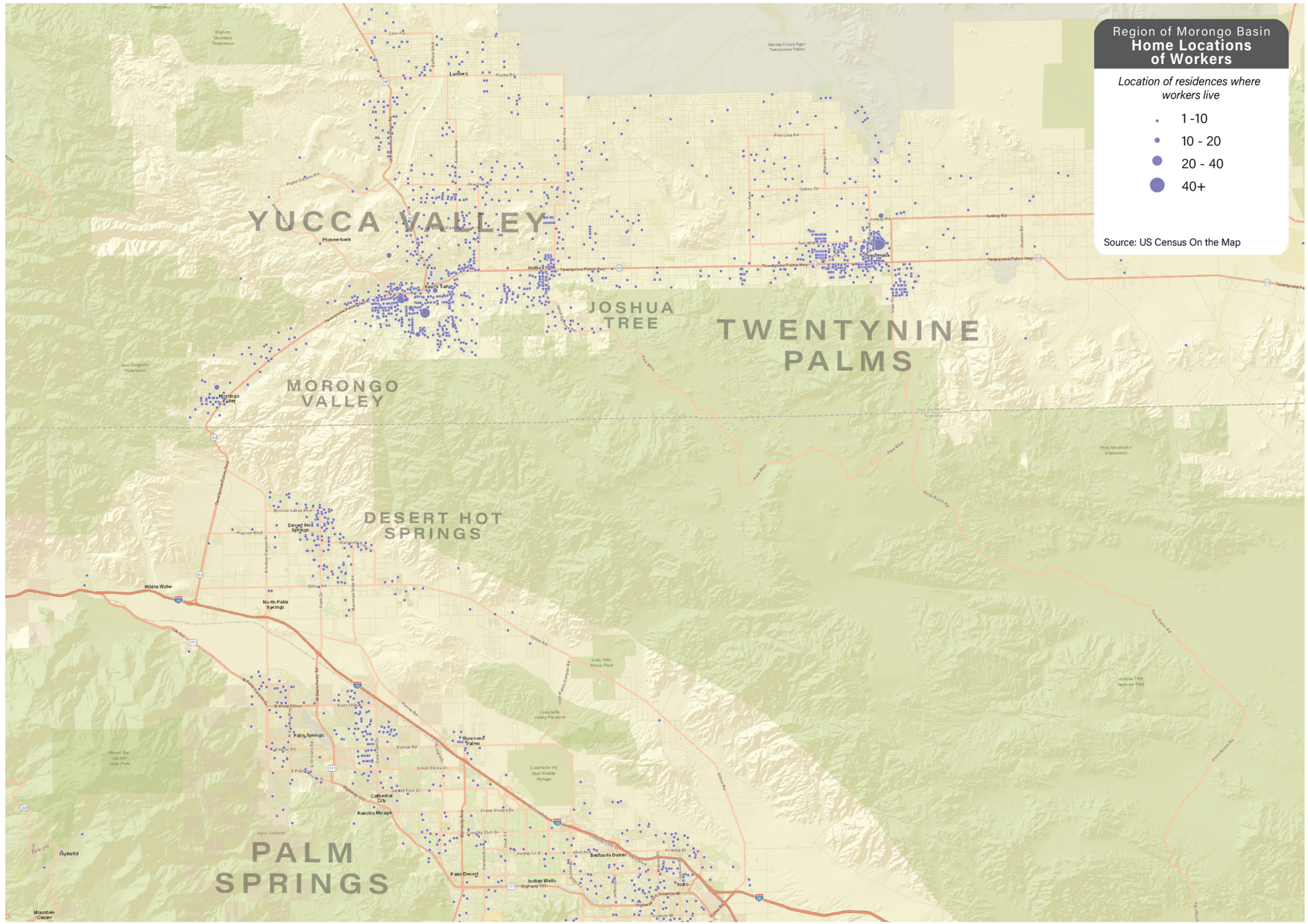


Figure 20: Residences of the employed population in the region

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Job Locations of Workers

Figure 21 shows the work locations of all commuters living in the Morongo Basin area. In 2022, there were 30,310 commuters living in the basin and commuting to jobs inside and outside the basin. Most workers living in the basin (64%) travel over 50 miles to their job location. Many of them go to places farther west in Riverside, San Bernardino, Orange, and Los Angeles Counties.

However, about 20% of workers commute to jobs “down the hill” in the Coachella Valley. Many of them going to job locations in downtown Palm Springs, like the Deseert Regional Medical Center, the Convention Center and the Airport (PSP).

Palm Springs also offers many employment opportunities in the hospitality industry and higher education. Academic institutions like the College of the Desert in Palm Desert, and nearby Cal State San Bernardino are also large employers that have a need for a reliable transit connection for students to/from Copper Mountain College.

The table below shows the main workplace destinations of commuters living in the Morongo Basin area.

City or Place	# of Jobs	Percent
Yucca Valley, CA	2,395	7.9%
Los Angeles, CA	2,305	7.6%
Twentynine Palms, CA	1,915	6.3%
Palm Springs, CA	1,149	3.8%
Joshua Tree, CA	751	2.5%
San Bernardino, CA	701	2.3%
Riverside, CA	629	2.1%
Palm Desert, CA	622	2.1%
San Diego, CA	584	1.9%
Irvine, CA	373	1.2%
All Other Locations	18,886	62.3%
Total	**30,310**	**100.0%**

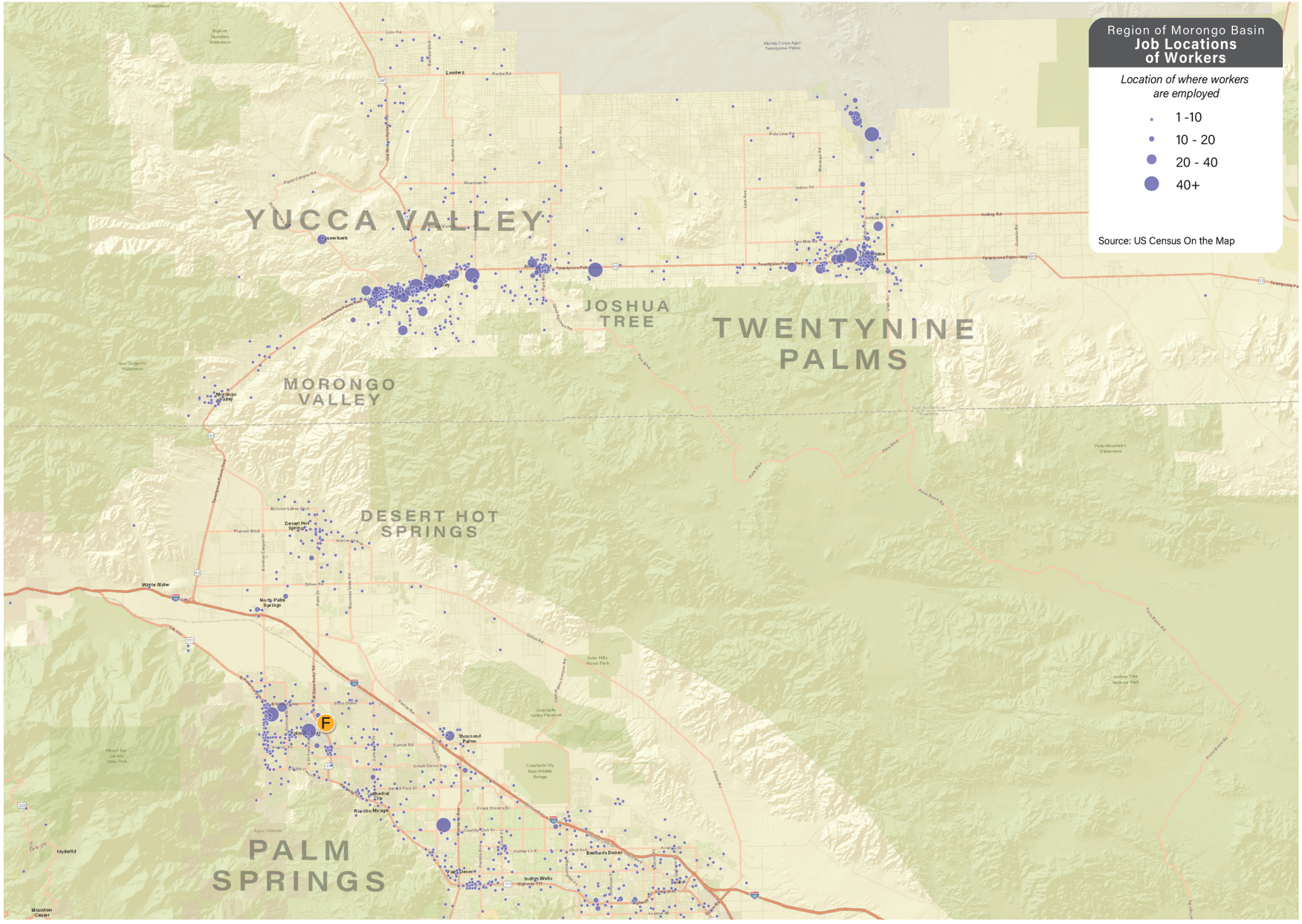


Figure 21: Work locations of the employed population in the region

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Summary of Market Analysis

Key Takeaways

The previous maps and analyses show that Yucca Valley and Twentynine Palms are the major urban centers, concentrating most population and jobs in the Morongo Basin.

Both urban centers generate all-day demand in both directions of travel, especially Yucca Valley which concentrates the larger shopping and government destinations in the basin (i.e., Walmart, Home Depot, and Yucca Valley TAD).

Joshua Tree is an important urban center but at smaller scale. However, its closeness to Yucca Valley and the presence of important regional destinations east of town - County Courthouse and Hi-Desert Medical Center, generate demand for travel between the two areas.

The Copper Mountain College, located in between Joshua Tree and Twentynine Palms, generates additional infill demand for the Highway 62 corridor that connects the three urban centers.

Adobe Road in Twentynine Palms, continues the travel corridor towards the Twentynine Palms MCAGCC, connecting with another destination of regional significance.

The population living in these urban centers is ethnically diverse, and includes people of all ages, but skewing younger with about 53% of residents under 35 years old.

Most people living in poverty and without access to vehicles also concentrate in the major urban centers of Yucca Valley and Twentynine Palms. They constitute a primary market for transit use.

Commute patterns show that a large proportion of workers living in the Morongo Basin commute very long distances to their jobs, to locations throughout Southern California that are more than 50 miles away from the basin. These are “super commuters” that have chosen to live in the Morongo Basin in search of affordability.

They are also an indication of travel demand patterns that exist between the Morongo Basin and Palm Springs, and the Coachella Valley, where Higway 62 is the main connection.

Although there are many people in the basin living away from Highway 62, for instance, in the Homestead Valley, Sunfair Heights, and Wonder Valley, the majority of residents and jobs are close to Highway 62.

Highway 62 is the main corridor connecting all major urban centers and destinations in the basin, and it is also the primary connection with the region.

This means that any transit service strategy in the Morongo Basin should emphasize service to Highway 62 and along the Highway 62 corridor, because it generates all-day demand in both directions of travel and access to most opportunities, especially for low income residents that do not have regular access to their own vehicle.

Attachment: Basin_Short Range Transit Plan FINAL 20 25.05.29 (12008 : Basin Transit Short Range Transit Plan)



Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

3 Fixed-Route Service Analysis

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Fixed-Route Service Analysis

Weekday Network

Basin Transit Existing Network is shown in Figure 22. This map shows each route color-coded by how frequently it runs during the middle of the day on weekdays. Currently, most routes run hourly through the day.

Basin Transit's current fixed route services are comprised of three modes:

- **Intercity Highway** service runs hourly between Yucca Valley and Twentynine Palms and makes stops in the community of Joshua Tree.
- Local services, also called **Neighborhood Shuttles**, are one-way looped routes that depart hourly to serve Yucca Valley and Twentynine Palms neighborhoods.
- **Commuter** services provide direct round-trip service from Yucca Valley to the Palm Springs Airport and from the Marine Base to the Palm Springs Airport.

Transit centers in Yucca Valley (A) and Twentynine Palms (B) anchor the services. Other significant destinations are:

- Yucca Valley's Kickapoo Park and Ride (C), Walmart and Home Depot (D)
- Twentynine Palms Marine Corps Air Ground Combat Center (MCAGCC) (E)
- Palm Springs Airport (not shown in this map)

Routes that serve the MCAGCC must stop at the Base gate, and only riders with Military ID can remain on the vehicle. Non-military riders must alight from the bus and re-board after it loops around the Base's primary commercial and residential area. While the Base property is extremely vast, all facilities that support its personnel are located within about a 10 square-mile area from the front gate.

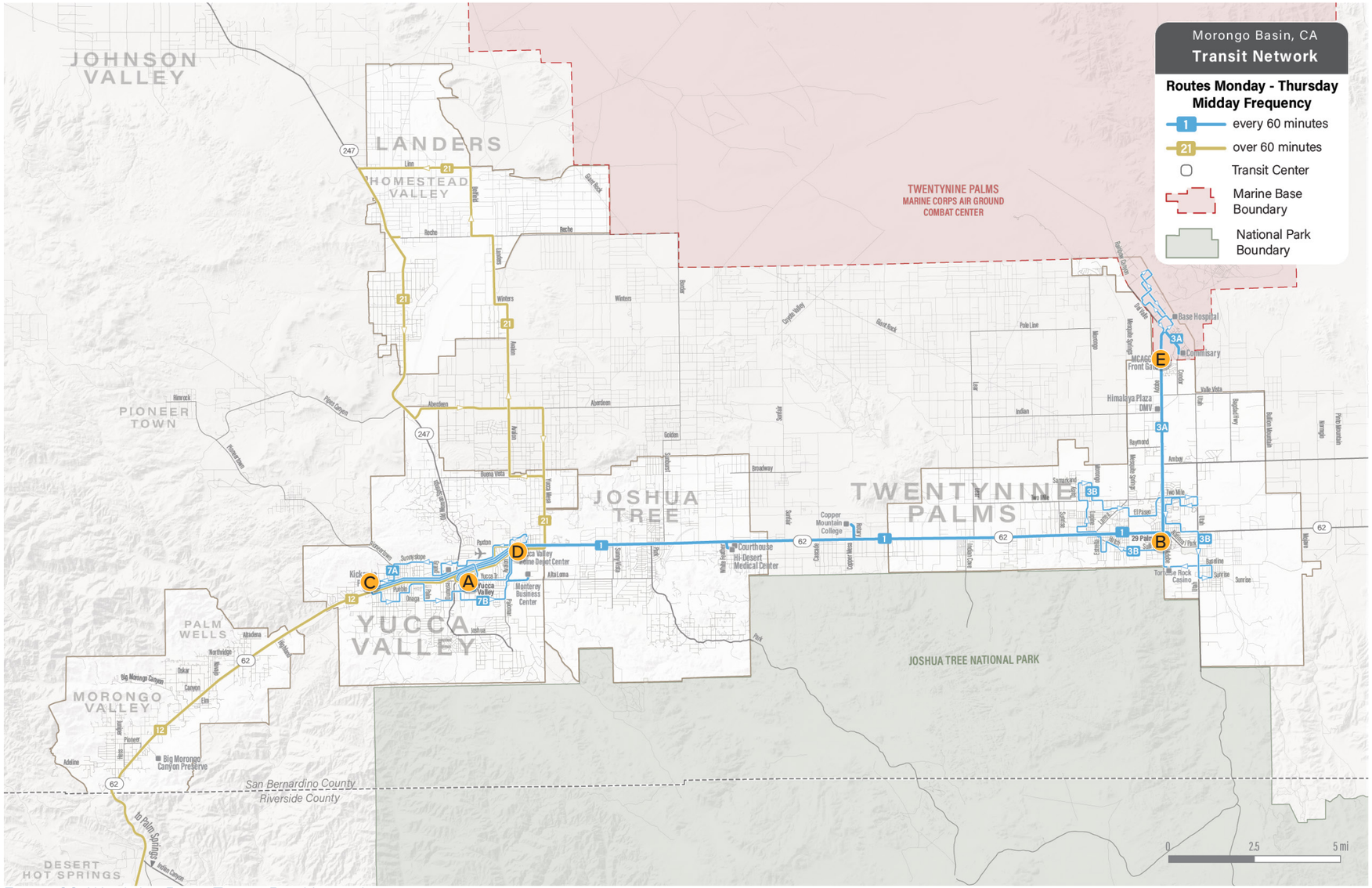


Figure 22: Weekday Basin Transit Bus Network

In this map and all frequency maps on this report:

Light blue lines runs every hour.

Brown lines offer more limited service.

3 Fixed-Route Service Analysis
Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Saturday & Sunday Network

Figure 23 on the right shows a snapshot of Basin Transit Existing Network on Saturday. The weekend service does not run neighborhood shuttles and is catered towards **Intercity** and **Commuter** type trips, connecting the base with Yucca Valley and Palm Springs.

- **Intercity Highway** service runs mostly every hour between Yucca Valley and Twentynine Palms but extended to reach the Kickapoo Park and Ride (C) and the MCAGCC (E). This service is intermittent on Saturday between the hours of 7:00 am and 10:00 pm. On Sunday, there are only two full round trips, one in the morning and one in the evening.
- **Neighborhood Shuttle** services are not provided on the weekends.
- The **Commuter** services are more active on the weekends to meet demand for travel "down the hill" to downtown Palm Springs and the Palm Springs Airport from the Marine Base (E). There are 2 round trips on Saturday and Sunday, and one late evening trip on Friday.

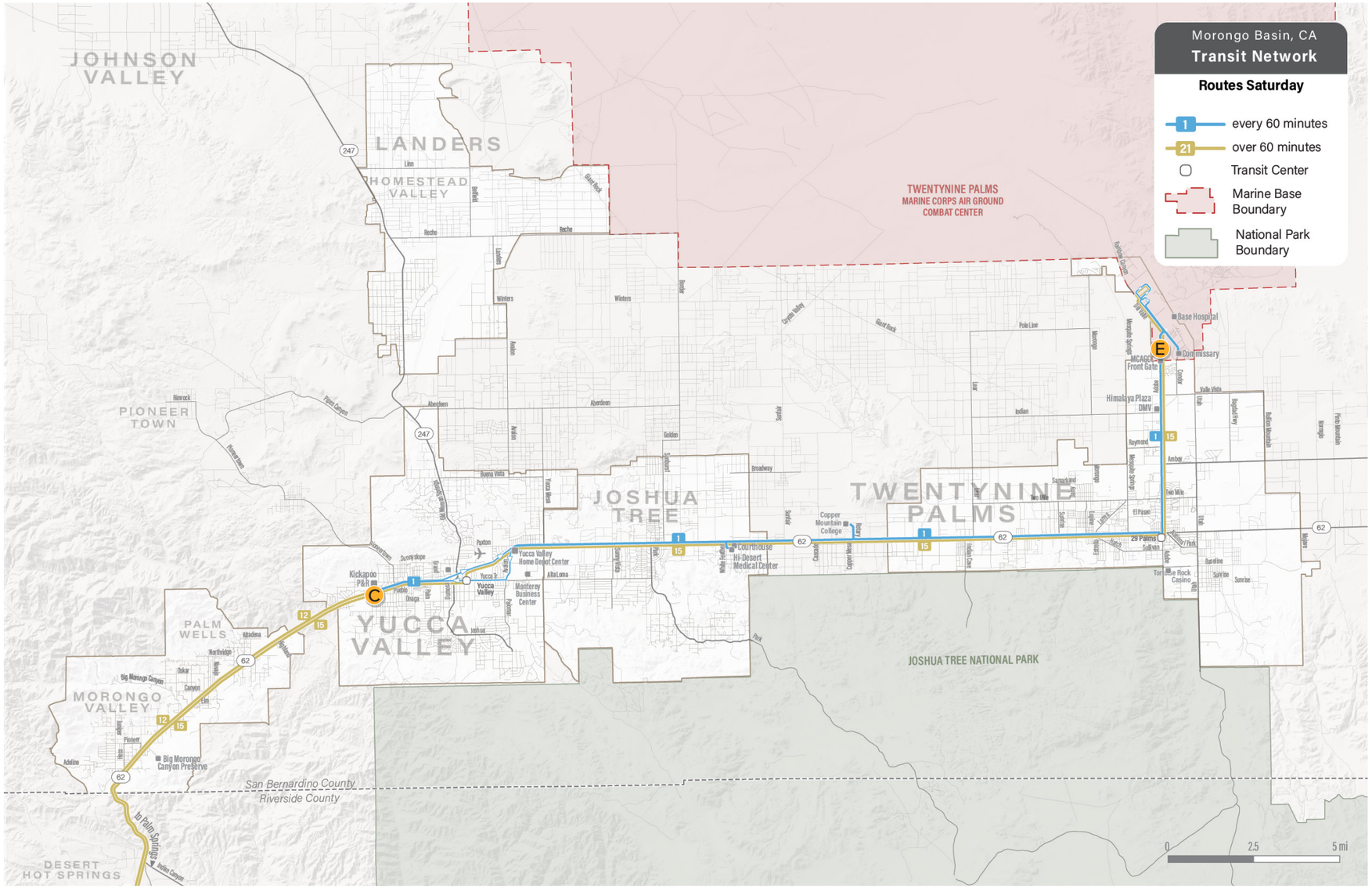


Figure 23: Saturday Basin Transit Bus Network

In this map and all frequency maps on this report:

Light blue lines runs every hour.

Brown lines offer more limited service.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Route Descriptions

Intercity Route 1 /1X

Route 1 operates daily service between Yucca Valley TC and Twentynine Palms TC, providing a direct connection across the Morongo Basin along Highway 62, but making a couple of deviations off of Highway 62 to reach Copper Mountain College and the Hi-Desert Medical Center (including the nearby Courthouse).

The two city centers that anchor Route 1 offer the highest density of employment opportunities, and retail, institutional and non-residential destinations.

- **Monday-Friday** service is hourly from 6:00 am until 10:00 pm with 15 trips in each direction. Three evening trips extend the route by continuing from the Twentynine Palms TC north on Adobe Road to the Marine Base Commissary, and from the Yucca Valley TC east to the Kickapoo Park and Ride. Also, the first trip of the day starts at the Kickapoo Park and Ride.
- **Saturday** service runs alternating hourly and two-hourly trips from the Kickapoo Park and Ride to the MCAGCC from 7:15 am until 10:00 pm.
- **Sunday** service is comprised of one morning trip and one afternoon trip operating between MCAGCC and the Kickapoo Park and Ride.

Neighborhood Route 3A

Route 3A connects the Twentynine Palms TC and MCAGCC. It travels on Adobe Road, serves the Himalaya Plaza DMV and continues past the gate onto the base. It operates hourly, Monday through Friday, with 11 round trips between 7:00 am and 5:50 pm.

Neighborhood Route 3B

Route 3B is a one-way (clockwise) loop that circulates an approximately 8 square-mile area of neighborhoods bounded by Two Mile Road on the north, Utah Trail on the east, Baseline Road on the south, and Encelia Drive on the west. It operates 11 loop trips departing hourly from the Twentynine Palms TC, Monday through Friday, between 7:00 am and 5:55 pm. Key destinations on this loop are the Tortoise Rock Casino, Joshua Tree National Park Visitor Center, and the Twentynine Palms High School.

Neighborhood Route 7A

Route 7A provides weekday-only service on a one-way (counter-clockwise) loop circulating through Yucca Valley neighborhoods situated within an approximately 7 square-mile area north of Highway 62, between Indio Avenue and Kickapoo Trail. This route operates one-way eastbound on Highway 62 and one-way westbound primarily along Paxton Road and Sunnyslope Drive. The schedule includes 11 loops with hourly departures from the Yucca Valley TC, between 7:00 am until 5:50 pm.

Neighborhood Route 7B

Route 7B provides weekday-only service also on a one-way (counter-clockwise) loop, circulating through Yucca Valley neighborhoods situated within an approximately 6 square-mile area south of Highway 62, between Kickapoo Trail on the west and La Contenta on the east. This route operates one-way westbound on Highway 62 and eastbound primarily along Onaga Trail and Palomar Avenue. Special school-day service deviations can be requested for Joshua Springs School, La Contenta Middle School, and Blackrock High School, at bell times only.

The schedule includes 11 loops with hourly departures from the Yucca Valley TC, between 7:00 am until 5:50 pm.

Commuter Route 12

Route 12 provides weekday-only service with three round trips departing from the Yucca Valley TC at 7:00 am, 9:40 am, and 4:40 pm; and departing the Palm Springs Airport (F) at 7:55 am, 10:45 am, and 5:45 pm. The schedule allows 50 minutes for the 31 mile one-way trip via Highway 62 and Indian Canyon Rd.

Commuter Route 15

A companion to Route 12, Route 15 provides limited service on Friday, Saturday and Sunday between the MCAGCC and the Palm Springs Airport.(F) Friday service consists of one round trip that departs the Base at 5:00 pm, and departs Palm Springs Airport at 7:00 pm. Saturday service consists of two trips that depart the Base at 10:00 am and 4:00 pm, and two trips that depart the Palm Springs Airport at noon and 6:00 pm. Sunday service consists of one round-trip departing the Twentynine Palms TC at 4:40 pm and departing from the Palm Springs Airport at 6:00 pm.

Neighborhood Route 21

Route 21 provides weekday-only route deviation service along a one-way ‘figure 8” loop covering approximately 40 square-miles of very low density neighborhoods in Homestead Valley. Bounding streets are Linn Road on the north, Yucca Road Mesa on the east, Buena Vista Drive on the south and Old Woman Springs Road (Hwy 247) on the west. There are six departures from the YVTC between 6:45 am and 6:16 pm.

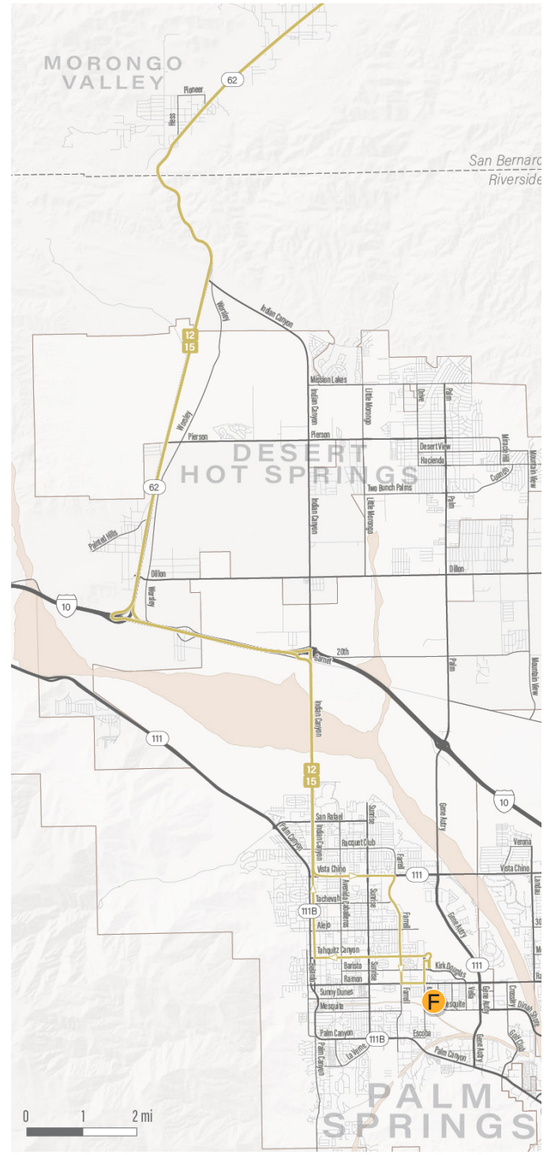
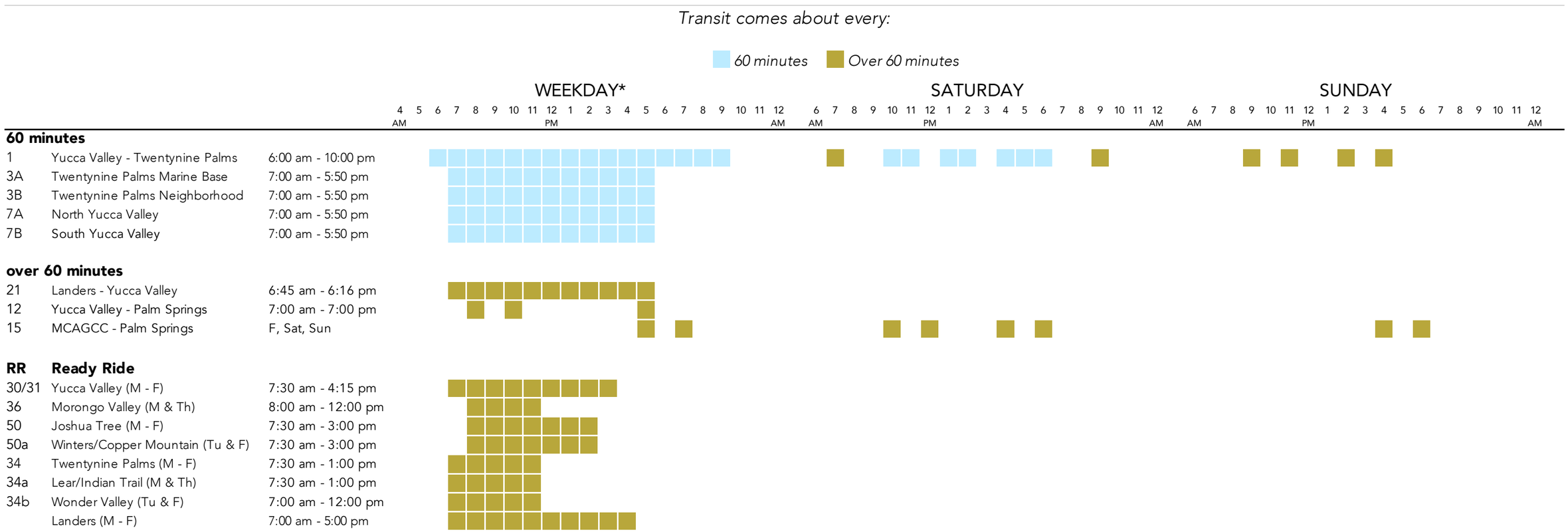


Figure 24: Commuter-type Routes 12 and 15 in Palm Springs

Service Frequency and Hours of Service



* ROUTES 1, 3A, 3B, 7A, 7B, 21 AND READY RIDE ARE IN SERVICE MONDAY THROUGH FRIDAY
ROUTE 12 IS IN SERVICE MONDAY THROUGH THURSDAY
ROUTE 15 IS IN SERVICE FRIDAY , SATURDAY AND SUNDAY

Figure 25: Frequency and Hours of Service Chart for Spring 2024 Basin Transit network

Daily Frequencies and Hours of Service

The graphic in Figure 25, above, shows the frequency and availability of service, throughout each day of the week, for each route in the system, including Ready Ride services.

This graphic reveals that weekday fixed route service is continuous through the day, with Intercity and Neighborhood Routes providing consistent service every hour, while commuter services are discontinuous, operating trips at selected times of day only.

In general, services that run once an hour limit the usefulness of transit, because they lengthen how long a rider will have to wait for the next bus. While services that run a few times in the day only, make transit an inflexible travel option that forces riders to plan their trip and day ahead.

Weekend service is sparse and designed to keep service along the Highway 62 corridor, and provide access to jobs, appointments and shopping opportunities to residents in the main urban centers of Yucca Valley, Joshua Tree and Twentynine Palms.

On weekend days, commuter service is extended to provide a direct trip between Palm Springs and the MCAGCC, with limited stops along the way, and at limited times.

Ready Ride services, which will be discussed in more detail in Chapter 4, provide an additional layer of service that is designed to serve ADA certified individuals and seniors with mobility impairments.

Ready Ride operates Monday to Friday only and with severe time limitations. Service is generally available from 7:00 am to 3:00 pm in Yucca Valley and Joshua Tree, and from 7:00 am to 1:00 pm in other areas.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Coverage and Proximity Analysis

Fixed Route Coverage

The Morongo Basin is home to more than 75,000 people (American Community Census 2018-2022). About 65,000 people live within Basin Transit's service area and about 10,000 live in the Twentynine Palms MCAGCC. About 50,000 of Morongo Basin residents live in the cities of Yucca Valley and Twentynine Palms, and another 10,000 residents live in the census-designated places of Morongo Valley and Joshua Tree. The rest, about 5,000 residents, live in very-low density desert communities spread out through the basin and away from its major urban centers.

Basin Transit's service area is a vast area that encompasses more than 400 square miles, in the Mojave Desert, squeezed between the 29 Palms MCAGCC and Joshua Tree National Park. To provide some perspective on the challenge that is providing service to such a large area, the City of Los Angeles is close to 500 square miles in size, the home to more than 3.8 million residents, and Los Angeles Metro is the second largest transit system in the country.

The comparison against a metropolitan area like Los Angeles, illustrates that providing transit service in such a large area requires significant operational resources. Basin Transit bus routes and demand response services must travel long distances to cover the service area. For example, Route 1 travels 23 miles to connect Yucca Valley Transit Center with Twentynine Palms Transit Center, Route 21 travels 20 miles to provide service coverage to Landers and the Homestead Valley, and Route 12 travels 34 miles to reach Palm Springs.

Figure 26 on the right measures the coverage and proximity that is provided by Basin Transit's fixed-route services, on an average weekday. Coverage is defined as the area within one-half of a mile (0.5 mile) of all fixed-route services. Proximity is defined as the number of residents and jobs that would have walking access to service within a 10-minute walk, which is the time it takes to walk up to 0.5 miles at an average speed of 3 miles per hour (the average walking speed for an abled adult).

The coverage and proximity analysis shows that BT fixed-route services provide coverage to just over 40% of residents but 57% of jobs in the Morongo Basin. BT can provide better coverage of jobs because these are more concentrated in the urban centers, and along Highway 62, while residents are spread out over a vast area.

However, BT fixed-route services are providing better coverage of low-income residents, with almost 50% of them living within a 10-minute walk of a fixed-route. As shown in the Market Analysis chapter, low-income residents are also more concentrated in the urban centers and BT can provide better service to them.

Finally, when looking at the non-white population (People of Color), BT fixed-route services provide coverage to 45% of them, which means that they are also proportionally more concentrated in the urban centers than the overall population but less concentrated than low-income residents.

Productivity Metrics

The following charts summarize the performance of BT services across productivity and cost-efficiency metrics.

Figure 27 and Figure 28 chart the productivity metrics for each service route in the system, by the frequency of service and by the type of service, respectively, including fixed-route (Intercity and Neighborhood Shuttle), commuter, and demand response (Ready Ride) services.

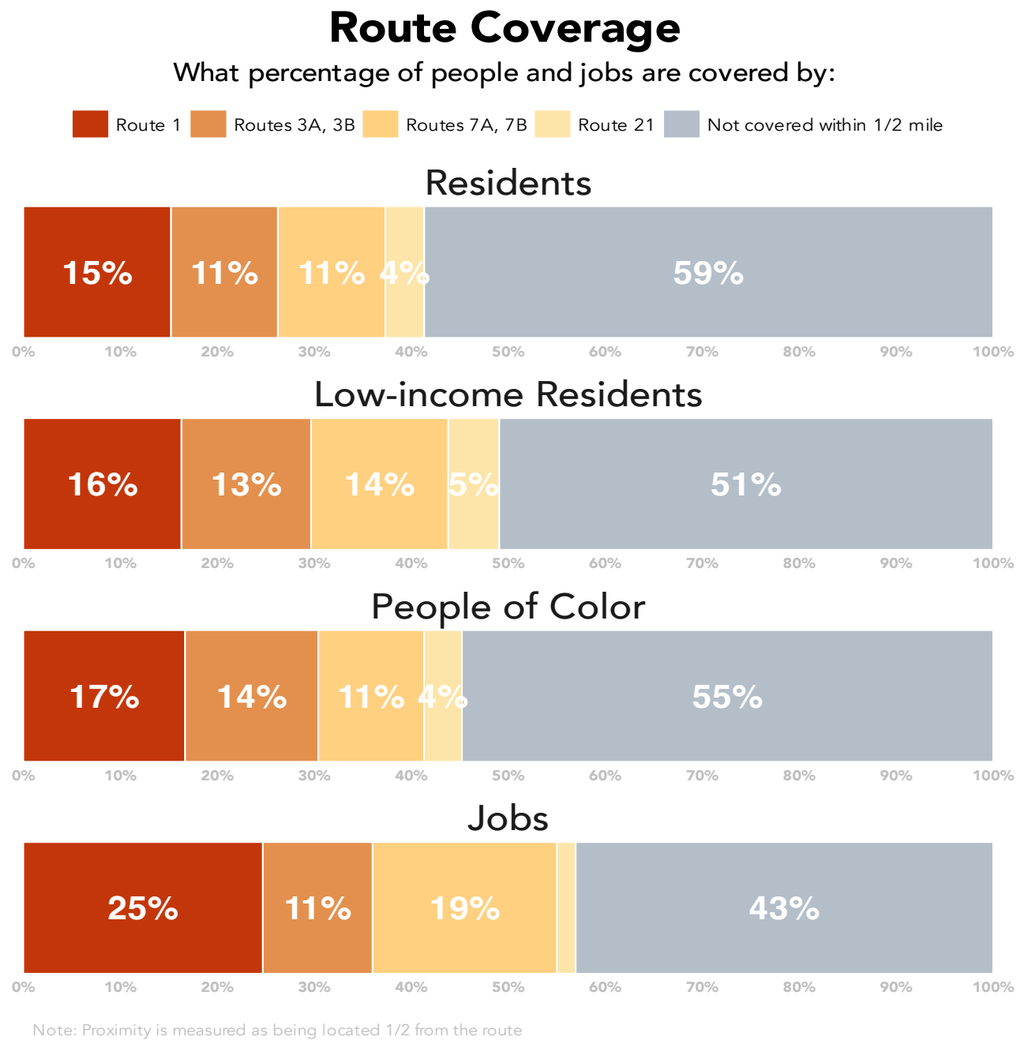


Figure 26: Proximity of residents and jobs to transit, by route number.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Productivity Metrics

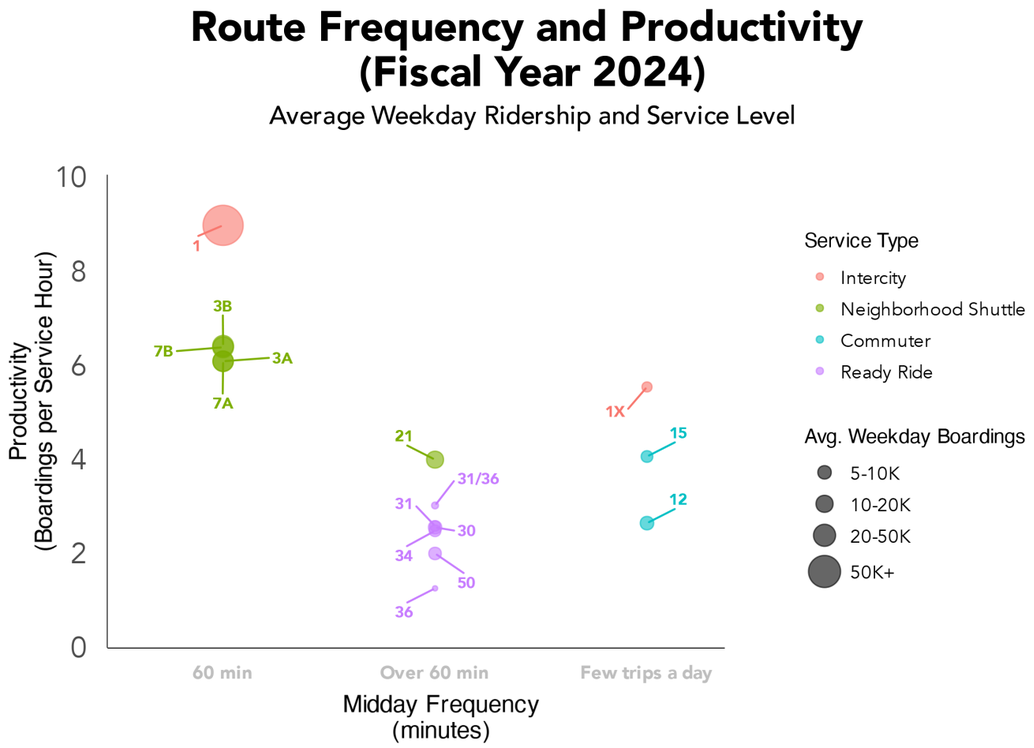


Figure 27: Route Productivity chart for Basin Transit network

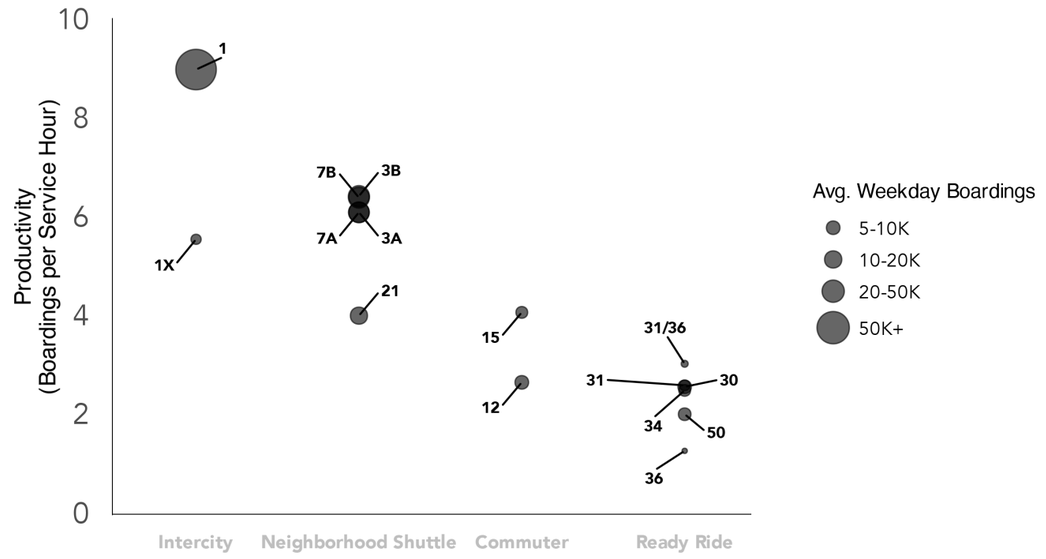


Figure 28: Service Type Productivity chart for Basin Transit network

The charts show that fixed-route services that operate more frequently such as Routes 1, 3A, 3B, 7A, and 7B attract a higher number of passenger-boardings per hour of service, because they provide service, consistently through the day, to areas of higher residential and employment density. These routes focus on generating ridership.

In contrast, services that operate less frequently such as Route 21 and Ready Ride services (30, 31, 34, 36, and 50) attract significantly lower passenger boardings per hour of service, because they provide sporadic service to large areas of very low density. These routes focus on providing coverage.

Commuter services like Route 12 and 15 focus on providing connectivity with major regional centers. Express bus services, in general, achieve lower levels of productivity (boardings per hour) than ridership services, because they have fewer stops and spend more time traveling between stops. The productivity of BT Routes 12 and 15 is very low, because they are only providing just a few trip times per day, which could be suppressing demand.

In contrast, Route 1 is an Intercity service that connects Yucca Valley, Joshua Tree, and Twentynine Palms, with a limited number of stops in between. It effectively functions as a commuter service, but because the service is provided once an hour from early morning to late night, it provides consistent service throughout the day and many trip times, which make it more dependable for riders. This is why Route 1 is the highest performing route in the system.

Route 1 also provides a direct trip in both directions of travel which helps it achieve a higher level of productivity than Neighborhood Shuttle routes, which operate lengthy one-way loops and indirect travel paths for most potential riders. For instance, Routes 7A and 7B in Yucca Valley, provide a convenient trip away from Walmart and towards Walmart, respectively, but only for the neighborhoods that are closest to it. Neighborhoods that are farther away, north or south of Highway 62, get a much longer and indirect trip that is not attractive for riders.

In fact, the majority of boardings along Routes 7A and 7B seem to occur along Highway 62, between Kickapoo Trail and Walmart. This segment of Highway 62 is not served by Route 1, and contains most retail, medical and service destinations in Yucca Valley.

Route 3B is a long 19-mile one-way loop that circles around Twnetynine Palms, going through all neighborhoods in the city but providing a lengthy and indirect connection with the commercial area along Highway 62, which impacts its performance.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Cost-Efficiency Metrics

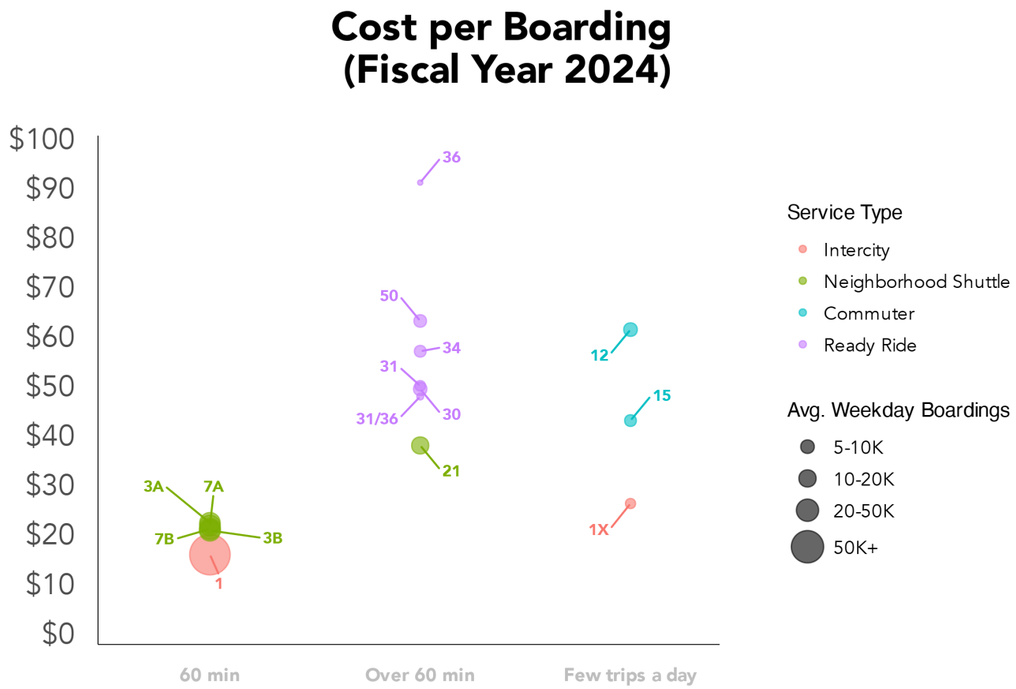


Figure 29: Cost per Boarding by Route and Service Type

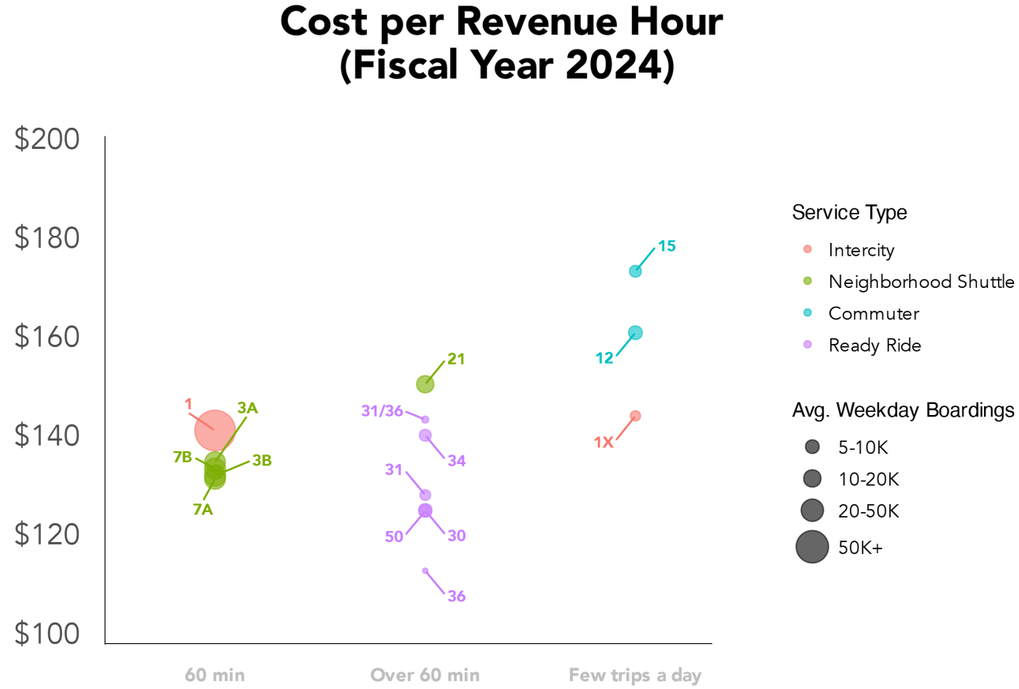


Figure 30: Cost per Revenue Hour by Route and Service Type

Riders in neighborhoods north of Highway 62 have to travel around the full loop to get to Stater Bros. Riders coming off Route 1 wishing to go to Utah Trail or the Tortoise Rock Casino, also have to travel around the full loop.

Route 3A is different. It provides a direct connection between the base and Twentynine Palms TC, along Adobe Road, and a timed connection with Route 1 that allows riders to continue their trip in both directions. However, the circulation inside the base follows the pattern of a one-way loop that makes the trip inconvenient for recruits going to the Commisary. That and the low level of demand to and from the base in the midday, impact the performance of the service.

Cost-Efficiency Metrics

Figure 29 and Figure 30 show cost per boarding and cost per revenue hour of BT services. The charts show that a higher number of boardings not only translates into higher productivity metrics (boardings per revenue hour) but also on higher levels of cost-efficiency and effectiveness.

Higher ridership routes such as Route 1 and the Neighborhood Shuttles achieve a lower cost per boarding than commuter services and Ready Ride services, because at a comparable cost per revenue hour they attract many more riders.

Commuter services have a higher cost per boarding, because they are attracting a low level of ridership and are more expensive to operate, traveling dozens of miles to reach their destination and spending many hours on the road for each revenue service trip.

Ready Ride services achieve a cost per boarding that is comparable to commuter services. Boardings per revenue hour are lower but the cost per revenue hour is lower as well, because it is operated with smaller, cheaper and more fuel-efficient vehicles, and because it operates fewer revenue hours and miles.

Figure 31 on the next page shows the productivity and cost-efficiency metrics of Basin Transit on a route-by-route basis and for each service type - Intercity, Commuter, Neighborhood Shuttle and Ready Ride.

Annual Boardings: Basin Transit had over 186,200 boardings in FY 2024 (an average of about 620 boardings per day). Most annual boardings were on fixed route services (171,00 or 92%) with Ready Ride services carrying close to 15,200 passengers (8% of boardings). Within fixed route services, 87% of boardings were on Intercity Route 1 (86,226; 46%) and Neighborhood Shuttle Routes 3A, 3B, 7A, 7B, and 21 (76,592; 41%).

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

On average, Route 1 carried about 300 passengers per day, and Routes 3A, 3B, 7A, and 7B carried about 70 passengers each. Route 21 serving Landers carried about 40 passengers per day, while the commuter Routes 12 and 15 together carried about 30 passengers per day. Ready Ride services (Routes 30, 31, 34, 36, and 50 together) carried about 60 passengers per day, on average.

Vehicle Revenue Hours: Vehicle revenue hours show the level of investment in each service by Basin Transit. 80% of revenue hours were dedicated to fixed-route services and 20% of hours to Ready Ride services. Within fixed route services, 30% of revenue hours were invested on Intercity Route 1, 41% on Neighborhood Shuttle Routes 3A, 3B, 7A, 7B, and 21, and 8% on Commuter services 12 and 15.

Boardings per Revenue Hour: Systemwide, BT services achieved an average of 5.8 boardings per revenue hour in FY 2024. Fixed route services were higher at 6.7 on average, and Ready Ride services were much lower at 2.3. Within fixed route services, Intercity Route 1 scored the highest productivity at 8.8 passengers per revenue hour, Neighborhood Shuttles achieved 5.8, the same average as the system, and Commuter routes achieved 3.0 boardings per revenue hour.

Operating Cost: The annual operating cost of BT service was $4.45 million in FY 2024. Fixed route services account for 81% ($3.61 million) and Ready Ride services account for 19% ($0.84 million) of annual costs. Within fixed route, Neighborhood Shuttle accounted for 40% ($1.79 million), Intercity for 31% ($1.38 million) and Commuter for 10% ($0.45 million) of annual operating costs. Operating costs largely follow the amount of investment in vehicle revenue hours. Labor is the biggest expense of transit agencies, ranging from 50-60% of cost. For that reason, transit agencies track most of their cost centers (admin and operations) against the amount of revenue hours and to a lesser extent against the revenue miles (typically vehicle maintenance costs).

Services that operate many revenue miles because of high frequency and/or very long routes, such as Route 1 and the Commuter Routes 12 and 15, have slightly higher operating costs. For instance, the Intercity Route 1 service received 30% of revenue hours and

Fiscal Year 2024 (July 2023 - June 2024)

Route #	Service Type	Annual Boardings	Vehicle Revenue Hours	Vehicle Revenue Miles	Boardings per Vehicle Revenue Hour	Boardings per Vehicle Revenue Miles	Operating Cost	Cost per Vehicle Revenue Hour	Cost per Vehicle Revenue Mile	Cost per Boarding	Farebox Recovery Ratio	Fare Revenue	Average Fare per Boarding
1	Intercity	84,277	9,411	218,397	9.0	0.39	$ 1,325,187	$ 140.8	$ 6.1	$ 15.7	11.6%	$ 153,380	$ 1.82
1X	Intercity	1,949	353	7,429	5.5	0.26	$ 50,777	$ 143.8	$ 6.8	$ 26.1	2.9%	$ 1,493	$ 0.77
12	Commuter	5,047	1,924	53,911	2.6	0.09	$ 308,945	$ 160.6	$ 5.7	$ 61.2	18.1%	$ 55,837	$ 11.06
15	Commuter	3,204	793	25,788	4.0	0.12	$ 137,217	$ 173.0	$ 5.3	$ 42.8	10.1%	$ 13,919	$ 4.34
3A	Neighborhood Shuttle	16,048	2,646	52,174	6.1	0.31	$ 355,684	$ 134.4	$ 6.8	$ 22.2	3.5%	$ 12,295	$ 0.77
3B	Neighborhood Shuttle	17,246	2,698	49,667	6.4	0.35	$ 355,286	$ 131.7	$ 7.2	$ 20.6	6.9%	$ 24,575	$ 1.42
7A	Neighborhood Shuttle	16,457	2,714	41,540	6.1	0.40	$ 355,633	$ 131.0	$ 8.6	$ 21.6	7.6%	$ 26,980	$ 1.64
7B	Neighborhood Shuttle	17,009	2,673	43,047	6.4	0.40	$ 355,816	$ 133.1	$ 8.3	$ 20.9	5.4%	$ 19,375	$ 1.14
21	Neighborhood Shuttle	9,832	2,474	60,948	4.0	0.16	$ 371,583	$ 150.2	$ 6.1	$ 37.8	4.3%	$ 15,937	$ 1.62
30	Ready Ride	4,864	1,920	22,184	2.5	0.22	$ 239,385	$ 124.7	$ 10.8	$ 49.2	4.1%	$ 9,704	$ 2.00
31	Ready Ride	2,259	881	9,196	2.6	0.25	$ 112,611	$ 127.8	$ 12.2	$ 49.9	3.8%	$ 4,317	$ 1.91
31/36	Ready Ride	529	176	2,492	3.0	0.21	$ 25,226	$ 143.0	$ 10.1	$ 47.7	4.2%	$ 1,056	$ 2.00
34	Ready Ride	3,187	1,295	19,468	2.5	0.16	$ 181,134	$ 139.9	$ 9.3	$ 56.8	3.6%	$ 6,521	$ 2.05
36	Ready Ride	349	282	1,530	1.2	0.23	$ 31,737	$ 112.5	$ 20.7	$ 90.9	2.4%	$ 746	$ 2.14
50	Ready Ride	3,977	2,010	28,645	2.0	0.14	$ 250,405	$ 124.6	$ 8.7	$ 63.0	3.2%	$ 7,977	$ 2.01
	Intercity	86,226	9,764	225,826	8.8	0.38	$ 1,375,964	$ 140.9	$ 6.1	$ 16.0	11.3%	$ 154,873	$ 1.80
	Commuter	8,251	2,717	79,699	3.0	0.10	$ 446,161	$ 164.2	$ 5.6	$ 54.1	15.6%	$ 69,756	$ 8.45
	Neighborhood Shuttle	76,592	13,205	247,376	5.8	0.31	$ 1,794,002	$ 135.9	$ 7.3	$ 23.4	5.5%	$ 99,162	$ 1.29
	Ready Ride	**15,165**	**6,565**	**83,515**	**2.3**	**0.18**	**$ 840,499**	**$ 128.0**	**$ 10.1**	**$ 55.4**	**3.6%**	**$ 30,321**	**$ 2.00**
	Total Fixed Route	**171,069**	**25,686**	**552,901**	**6.7**	**0.31**	**$ 3,616,128**	**$ 140.8**	**$ 6.5**	**$ 21.1**	**9.0%**	**$ 323,791**	**$ 1.89**
	Total System	**186,234**	**32,251**	**636,416**	**5.8**	**0.29**	**$ 4,456,627**	**$ 138.2**	**$ 7.0**	**$ 23.9**	**7.9%**	**$ 354,112**	**$ 1.90**

Figure 31: Service performance by route

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Summary of Performance Analysis

delivered 35% of revenue miles, resulting in 31% of annual operating costs. Similarly, Commuter services received 8% of revenue hours but delivered 12% of revenue miles, resulting in 10% of annual operating costs.

Cost per Boarding: In FY 2024, the average cost per boarding across the system was $23.9 per boarding. The average for fixed route services was $21.1 per boarding, below the system average, and $55.4 per boarding for Ready Ride services, 2.3 times higher than the system average. Within fixed route services, Intercity Route 1 cost per boarding was $16.0, Neighborhood Shuttles were on average $23.4, same as the average for the system, and Commuter services were $54.1 per boarding, also 2.3 times the system average.

The average cost per vehicle revenue hour in the system was $138.2, ranging from a low of $128.0 for Ready Ride services and a high of $164.2 for Commuter services. Low ridership is impacting the cost-efficiency performance across the entire system. Although the cost of operation of Ready Ride is lower than other services, it carries fewer passengers, which results in the highest cost per boarding. Commuter services are the most expensive to operate, but their ridership is low which also results in a high cost per boarding, like Ready Ride services.

Route 1 achieved the lowest cost per boarding ($16 per passenger; 30% below the system average), because it carried the most passengers. In contrast, Neighborhood Shuttles attracted lower ridership at similar cost per revenue hour ($136 vs $141), but investing 30% more vehicle revenue hours (13,205 vs 9,764) and operating cost ($1.79 million vs $1.38 million), which resulted in a cost per boarding ($23.4 vs $16.0) that was 45% higher than Route 1.

Fare Revenue: Basin Transit recovered almost 8% of operating costs through fares in FY 2024. The farebox recovery ratio was 2.5 times higher on fixed route services (9%) than on Ready Ride services (3.6%), mostly because Ready Ride services carried a very low number of passengers. Within fixed route services, Commuter services had the highest fare recovery ratio at 15.6%, followed by Intercity service (11.3%) and Neighborhood Shuttles (5.5%).

The farebox recovery ratio of neighborhood shuttles was lower than the system average because of low ridership, but also because this service charges a lower fare per trip, with an average fare per boarding of $1.29, the lowest in the system. On the other hand, the farebox recovery of Commuter services was the highest, because despite low ridership this service charges a much higher fare per trip, with an average fare per boarding of $8.45.

In terms of fare revenue, Route 1 contributed with 43% of the total because of its higher ridership. Neighborhood Shuttles contributed only 28% despite having 41% of annual boardings, and Commuter services contributed with 20% despite having 4% of boardings only.

Key Observations

The productivity and cost-efficiency performance metrics show that services that provide more hours of service, consistent frequency of service, and direct travel paths, generate higher ridership.

Route 1 is the primary route in the system, attracting almost 50% of Basin Transit's annual boardings. Route 1 provides a direct route that connects the major residential and employment centers in the Morongo Basin, for extended hours of service each day, and with a consistent level of frequency. This makes the route a dependable option to access opportunities in the region, for most riders of the system.

But despite its mobility benefits, Route 1 lacks continuity across Yucca Valley during weekdays, requiring riders to transfer to/from Routes 7A and 7B to continue travel between Yucca Valley and Joshua Tree and Twentynine Palms. However, on weekend days, Route 1 is extended to provide continuous service and direct trips between the Kickapoo Park and Ride, on the western edge of Yucca Valley, and the Twentynine Palms MCAGCC.

Stop level boarding and alighting information, collected during the last Comprehensive Operational Analysis in 2018, shows that about 70% of Route 7A and 7B ridership occurred along Highway 62, between the Kickapoo Park and Ride and Walmart, the segment of Route 1 that is only served on weekday evenings and weekend days, when Routes 7A and 7B are not in service.

The key question then is why Route 1 is not serving this segment through the day every day, if ridership patterns (see Fare Structure Review on page 54) show riders having to transfer at Walmart or at the Yucca Valley TC to continue their trip in either direction.

The performance trends show that the system has been in a continuous decline and losing ridership. The best interpretation possible is that the system is not providing a viable travel option for most potential users, therefore, the most important action that the system can take is to increase its convenience. This means making changes to the system to provide a more competitive travel option for more residents of the basin. For instance by:

- Increasing the directness of service, providing direct travel paths and reducing barriers to access service,
- Increasing hours of service on weekday evenings and weekend days,
- Increasing the frequency of service, and
- Improving timed connections across all services to travel seamlessly through the basin and the region.

Commute patterns show a high-degree of travel between the Morongo Basin and Palm Springs. Increasing service options to the Coachella Valley and ensuring connections with SunLine Transit Agency services will extend the reach of both systems and increase the convenience of transit service to move around the region.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)



Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

4 Ready Ride Service Analysis

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Ready Ride Service Analysis

Program Structure

Ready Ride service is a dial-a-ride demand response system that is available to all residents of the Morongo Basin. Ready Ride is provided in 7 different service areas with different levels of service throughout the week – Monday to Friday.

Three (3) urban areas receive consistent service Monday to Friday from roughly 7:00 am to 3:00 pm – Yucca Valley, Joshua Tree, and Twentynine Palms, and four (4) rural areas receive service two days a week and for limited hours only – Morongo Valley, north of Joshua Tree up to Winters Road and Sunfair Road, north of Twentynine Palms up to Pole Line Road and Lear Avenue, and Wonder Valley.

Ready Ride service areas have not been defined with specific boundaries. There are no maps documenting their extent or limits. Figure 32 shows the approximate boundaries for each of these service areas that were derived from an analysis of all Ready Ride trips taken in Fiscal Year 2024.

Ready Ride was designed to provide service to neighborhoods away from Highway 62 that were not covered by intercity service and neighborhood shuttles. It was designed to cover all urban communities of Yucca Valley, Joshua Tree and Twentynine Palms, but because boundaries were not strictly defined, overtime the service has been extended to serve residents in outlying rural areas such as Wonder Valley that are more than 10 miles away.

The Landers service area is technically not part of Ready Ride service. Transit service to Landers is provided as an on-demand deviation of Route 21. However, Route 21 shows an alternative option to provide on-demand service to a large service area not covered by fixed-route services.

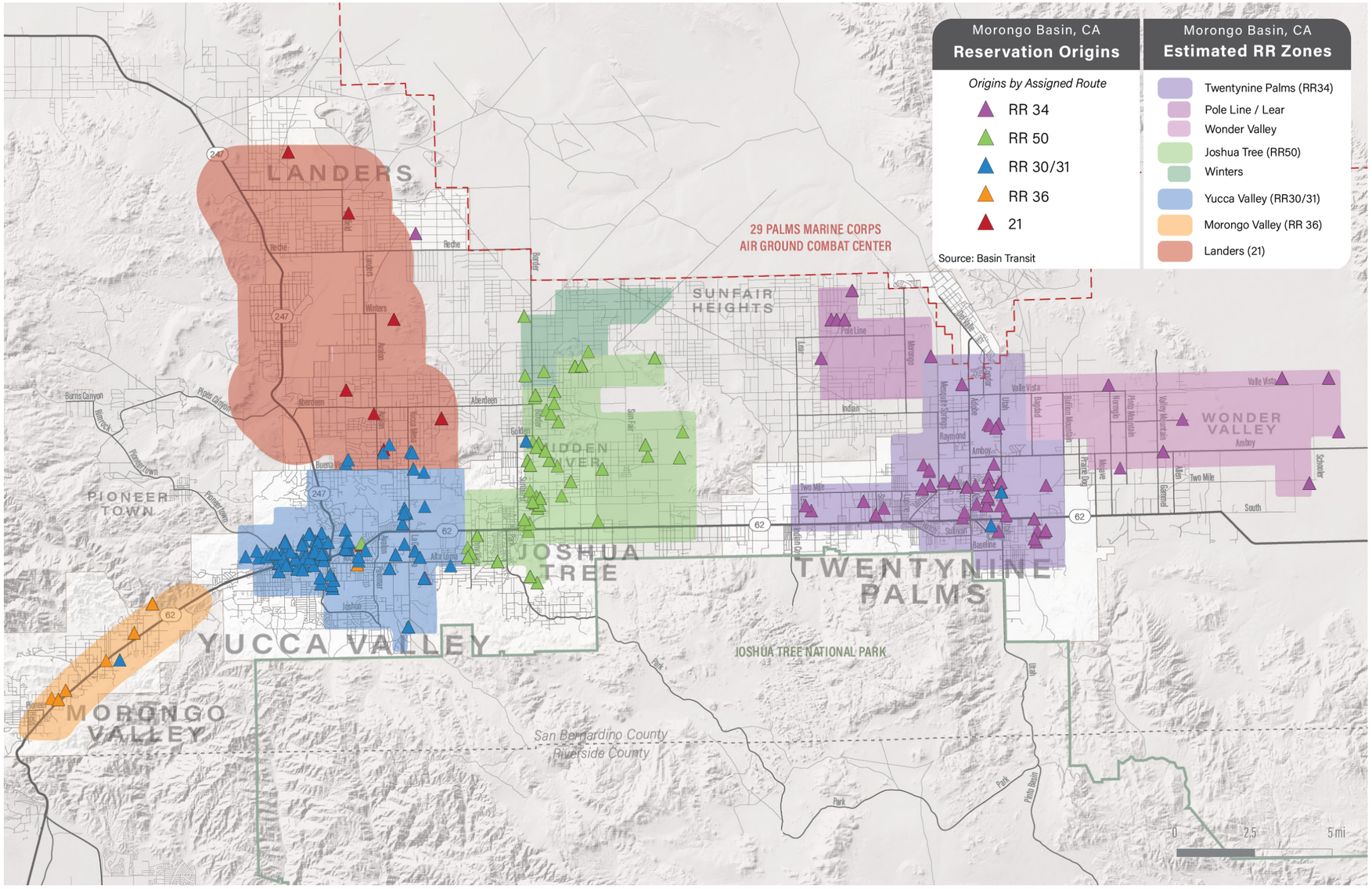


Figure 32: Estimated Ready Ride zone boundaries

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Service Operations

Ready Ride service is provided with 4 vehicles during maximum service each weekday. Service trips are captured in 5 routes – RR30 and RR31 Yucca Valley, RR36 Morongo Valley, RR 34 Twentynine Palms, Lear/Pole Line, and Wonder Valley, and RR 50 Joshua Tree and Winters/ Sunfair. But in practice this translates into Ready Ride providing service on 7 different routes or service areas throughout the work week, and because only 4 vehicles provide this service, hours of service are limited for all service areas, including the densest parts of Yuca Valley, Joshua Tree and Twentynine Palms.

Ready Ride riders are only allowed to travel within two zones – Yucca Valley/Joshua Tree and Twentynine Palms. This is more of a service policy than a strict rule because there are exceptions for ADA certified passengers. But in practice this results in RR30 and 31 Yucca Valley, RR36 Morongo Valley, and RR50 Joshua Tree riders traveling to Yucca Valley, and RR34 Twentynine Palms, Pole Line/Lear, and Wonder Valley riders traveling to Twentynine Palms only.

The frequency and availability of service is higher in Yucca Valley than in other communities because Ready Ride operates two vehicles and routes (RR30 and RR31). RR36 Morongo Valley is only available Monday and Thursday, and only at 8:00 am and 12:00 pm. RR34 Twentynine Palms service is provided with only 1 vehicle, which results in uneven service within city limits, because RR34 also provides service to Pole Line/Lear Monday and Thursday, and to Wonder Valley Tuesday and Friday. Wednesday is the only day where RR34 provides consistent service to Twentynine Palms.

RR50 service to Joshua Tree is also provided with 1 vehicle. This also constrains the frequency and availability of service because

Fiscal Year	Annual Boardings (unlinked trips)	Vehicle Revenue Hours	Vehicle Revenue Miles	Boardings per Vehicle Revenue Hour	Boardings per Vehicle Revenue Miles	Operating Cost	Cost per Vehicle Revenue Hour	Cost per Vehicle Revenue Mile	Cost per Boarding	Fare Revenue	Farebox Recovery Ratio	Average Fare per Boarding
2014	24,369	7,382	106,542	3.3	0.23	$ 431,697	$ 58.5	$ 4.05	$ 17.72	$ 25,322	5.9%	$ 1.04
2015	21,189	7,034	100,642	3.0	0.21	$ 570,713	$ 81.1	$ 5.67	$ 26.93	$ 33,006	5.8%	$ 1.56
2016	19,925	7,207	88,893	2.8	0.22	$ 363,690	$ 50.5	$ 4.09	$ 18.25	$ 30,867	8.5%	$ 1.55
2017	17,789	6,989	84,902	2.5	0.21	$ 379,152	$ 54.2	$ 4.47	$ 21.31	$ 40,482	10.7%	$ 2.28
2018	18,543	7,008	84,508	2.6	0.22	$ 370,690	$ 52.9	$ 4.39	$ 19.99	$ 37,845	10.2%	$ 2.04
2019	17,607	6,875	85,088	2.6	0.21	$ 505,004	$ 73.5	$ 5.94	$ 28.68	$ 61,011	12.1%	$ 3.47
2020	15,413	6,583	80,100	2.3	0.19	$ 431,119	$ 65.5	$ 5.38	$ 27.97	$ 28,788	6.7%	$ 1.87
2021	11,798	6,090	69,516	1.9	0.17	$ 668,179	$ 109.7	$ 9.61	$ 56.63	$ 36,383	5.4%	$ 3.08
2022	12,783	6,245	72,204	2.0	0.18	$ 688,474	$ 110.2	$ 9.54	$ 53.86	$ 49,427	7.2%	$ 3.87
2023	13,636	6,611	74,109	2.1	0.18	$ 825,726	$ 124.9	$ 11.14	$ 60.55	$ 16,878	2.0%	$ 1.24
2024	15,165	6,565	83,515	2.3	0.18	$ 840,499	$ 128.0	$ 10.06	$ 55.42	$ 30,319	3.6%	$ 2.00
Pre-COVID-19 Change (FY 2014 - FY	-27.7%	-6.9%	-20.1%	-22.4%	-9.5%	17.0%	25.6%	46.5%	61.9%	140.9%	106.0%	233.5%
Post COVID-19 Change (FY 2019 - FY	-13.9%	-4.5%	-1.8%	-9.8%	-12.2%	66.4%	74.3%	69.6%	93.2%	-50.3%	-70.1%	-42.3%
Overall Change	**-37.8%**	**-11.1%**	**-21.6%**	**-30.0%**	**-20.6%**	**94.7%**	**118.9%**	**148.4%**	**212.9%**	**19.7%**	**-38.5%**	**92.4%**

Figure 33: Ready Ride Performance Trends 2014-2024. National Transit Database.

Joshua Tree and Winters Road riders are allowed to travel to Yucca Valley, which on average is a longer distance than riders within Yucca Valley and Twentynine Palms. This results in more frequent time slots for service in Yucca Valley, roughly every 45 minutes, than in Joshua Tree, roughly every 75-120 minutes.

Performance Trends 2014-2024

Figure 33 shows the performance trends of Ready Ride service in the 10-year period 2014-2024. Ready Ride has experienced a decline of 38% in ridership in the last 10 years, yet the decline in vehicle revenue hours was only 11%. There is an outsize impact on ridership from reduced vehicle hours. As a result, boardings per vehicle revenue hours is also down 30% for the 2014-2024 period. Revenue miles declined more than 21% which suggests that the system reduced the number of very long trips, perhaps through reductions in service across the basin or from outlying areas.

The operating cost of Ready Ride service grew by 95% and almost doubled. Showing a major effort from BT to maintain service levels over time, despite losses in ridership. Overall the cost per vehicle revenue hour more than doubled with a marked increase in cost after the COVID 19 pandemic.

Not surprisingly the cost per boarding also increased, but the combination of significant ridership losses and huge increases in cost, made this metric grow more than 3 times in the 10-year period, from $17.72 per boarding in 2014 to $55.42 in 2024.

On the positive side, fare revenue has increased by 20%. This appears driven by an increase in the average fare per boarding, which suggests an intentional effort from BT to charge a full fare for trips from outlying areas and control costs of operation. Part of the reduction in ridership may be explained by a reduction in trips from outlying areas. This was not analyzed during the SRTP.

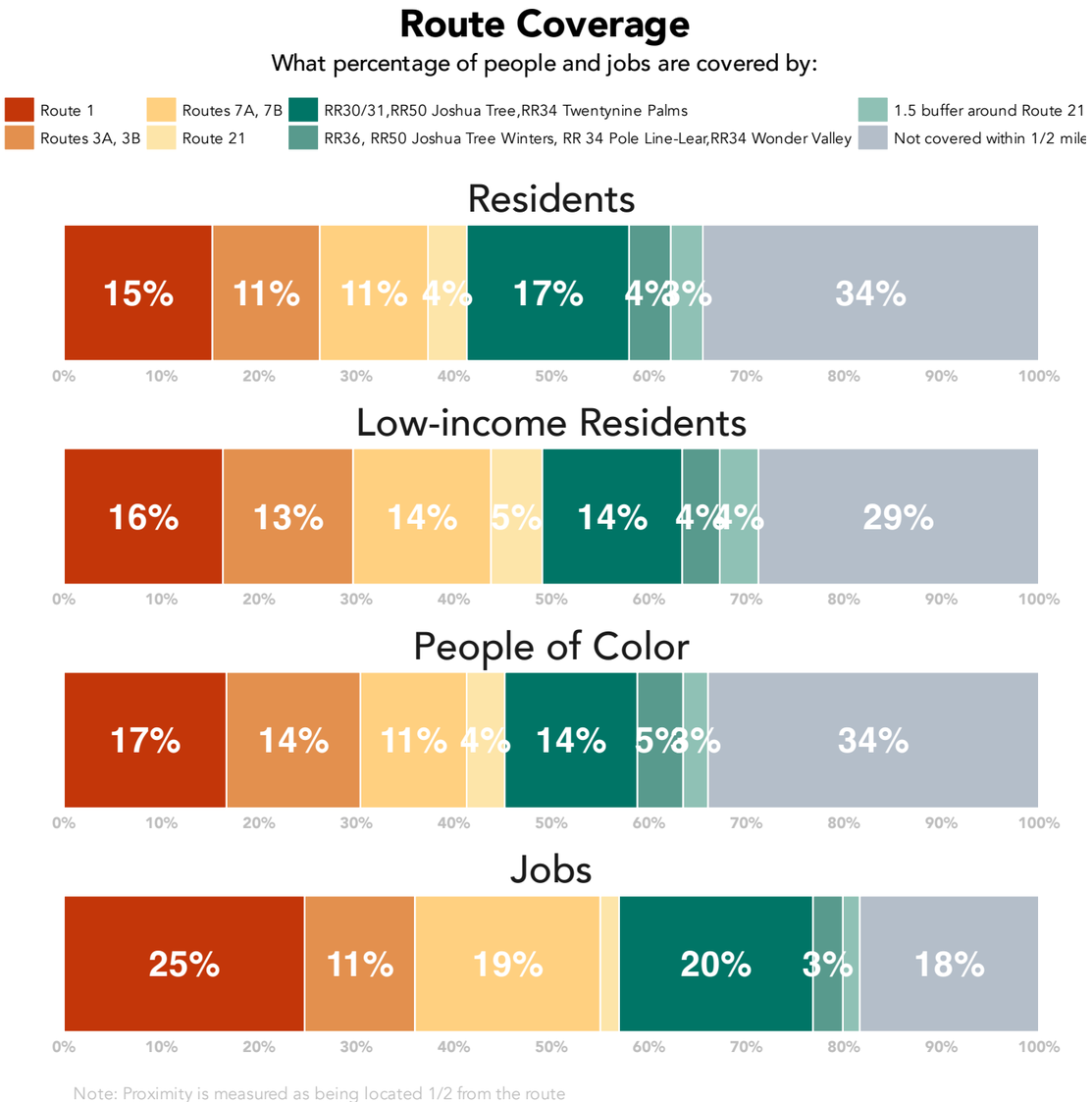
In general, declines in ridership and productivity measures (boardings per revenue hour) were higher in the five years preceding COVID 19, while operating costs and cost-efficiency measures (cost per boarding) have increased significantly after COVID 19.

The major takeaway from this is that while Basin Transit has strived for maintaining levels of service over the 10-year period, ridership losses were occurring well before the COVID 19 pandemic, and while system ridership has somewhat recovered, the trend is a continuous decline that needs correction.

In just a few words, the performance trends suggest that riders have been abandoning the system, and most likely that is due to structural issues such as the design of the route network, the connections that are possible, and how much access the system is able to provide.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Service Coverage and Utilization



Note: Proximity is measured as being located 1/2 from the route

Figure 34: Proximity chart for ALL Basin Transit services, including Ready Ride reservations.

Ready Ride Coverage

Despite the large areas covered, Ready Ride provides service to only about 25% additional residents of the Morongo Basin, and that includes Ready Ride service areas where service is provided twice a week only, such as Morongo Valley, Winters Road, Pole Line/Lear, and Wonder Valley. Ready Ride service areas in Yucca Valley, Joshua Tree and Twentynine Palms that have Monday to Friday service, provide access to an additional 17% of residents only. That is because they overlap with areas already covered by Route 1 and the Neighborhood Shuttles.

The additional coverage of Ready Ride service provides service to additional low-income residents and minority groups, but in lower proportion because there are fewer persons of low income and minority groups living outside of the main communities of Yucca Valley, Joshua Tree and Twentynine Palms.

Despite the large areas covered by all Basin Transit services, one-third (34%) of residents in the Morongo Basin do not get any service. This shows how difficult it is to provide service in such a vast area where many people live scattered away from urban centers.

However, low-income residents get proportionally more service coverage (71%) than the total population because low-income residents are proportionally more concentrated in the urban centers.

Jobs are also significantly more concentrated in the urban centers and along Highway 62, and thus Ready Ride service provides access to 25% additional jobs in the service area for a total coverage of 82% of all jobs. At least 4 in 5 jobs are covered by the current BT service offering. However, the 25% covered by Ready Ride gets infrequent and sporadic service.

Ready Ride is an effective strategy to provide service coverage to a large portion of the Morongo Basin where development is scattered and of very low density. However, in the current system, Ready Ride provides highly duplicative service in Yucca Valley, Joshua Tree, and Twentynine Palms, and also low frequency and limited hours service.

Ready Ride Utilization Profile

Basin Transit has 1,266 customers in its database that are registered for Ready Ride service. They live in all parts of the Morongo Basin, from Morongo Valley to Wonder Valley to Johnson Valley. Many customers in the database live far away from current Ready Ride service areas.

- In fiscal year 2024, Ready Ride provided at least one service trip to 293 unique customers, which amounts to only 23% of registered customers.
- Of this group, 150 customers booked at least 10 rides in the year or about 1 per month which amounts to only 12% of registered customers.
- 75 customers booked at least 40 rides in the year or about 3-4 per month, which amounts to only 6% of registered customers, and
- 35 customers booked at least 100 rides in the year or about 2 per week. This group are the frequent users of Ready Ride service, they represent less than 3% of all registered customers.

What these numbers show is that Ready Ride service is in theory providing access to a large customer base, but in practice it is providing service to a very small number of users. Part of the reason explaining its reduced customer base is that Ready Ride service is very constrained by the number of vehicles and hours

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

of service that are provided across 7 different areas. The limited number of service hours has effectively capped the availability of service and number of rides that it can provide each day.

Ready Ride Ridership

The Ready Ride service provided a total of 15,165 rides in fiscal year 2024. This amounts to about 1,300 rides per month (1,264 rides on average), and about 60 rides per day (59 rides on average). Most notably, about one third (32%) of rides take place in the midday, largely a product of Basin Transit's Nutrition Program that transports seniors to the Yucca Valley and Twentynine Palms Senior Centers for a free lunch and back home.

Although Ready Ride was conceived as a demand response service option open to all, it has become a specialized service for seniors and individual with disabilities. During fiscal year 2024, 78% of passengers were seniors and 20% were persons with disabilities. Only 2% of riders were adults and youth.

Of the 15,165 rides provided in fiscal year 2024:

- 57% were on Routes 30 & 31, Yucca Valley
- 39% on Routes 34 & 50, Twentynine Palms and Joshua Tree
- 2% on Route 36, Morongo Valley, and
- 2% were deviations of Route 21, Landers

Trip Origins

The map in Figure 35 was created using the trip origin location of Ready Ride users. The size of the dot indicates the frequency of trips that originated from a particular Ready Ride pick-up location during fiscal year 2024.

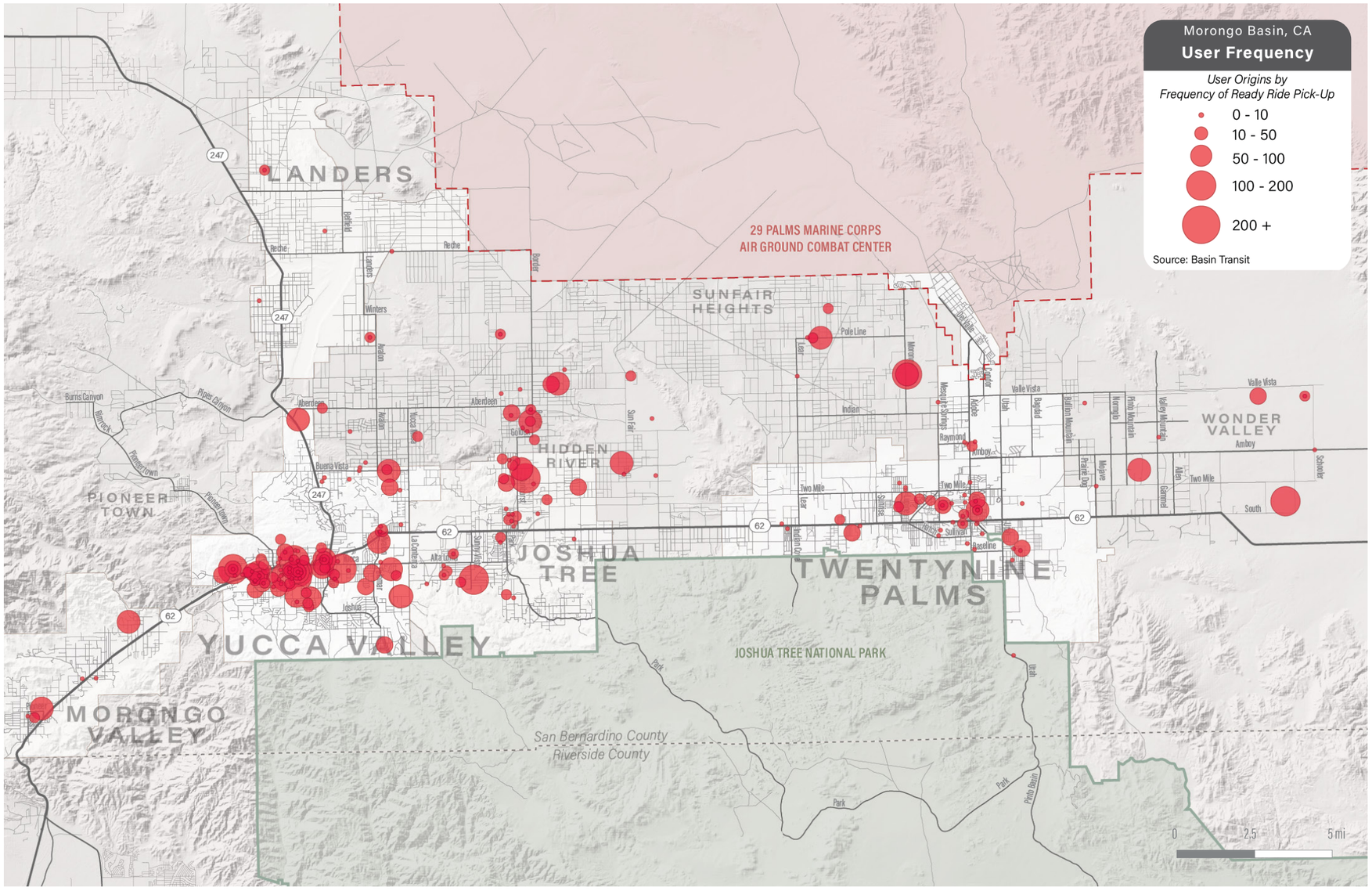


Figure 35: Ready Ride customer home origins and frequency of use

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Locations with the highest frequency of use are, for the most part, dense housing units like apartments and mobile home parks where multiple people are using the service.

However, some of the high frequency dots are individuals (“super users”) that rely heavily on the program. For instance, in Wonder Valley and Sunfair Heights, outside of Twentynine Palms.

The largest clusters of trips origins are found within the urban neighborhoods of Yucca Valley and Twentynine Palms (which are served by neighborhood shuttles), followed by Joshua Tree and the community of Hidden River, just north of Joshua Tree.

Trip Destinations

The map in Figure 36 shows the destinations of all Ready Ride trips in fiscal year 2024. The data was pulled from the Ready Ride driver manifests. Similarly to the previous map, the size of the dot indicates how often someone requested to go to a particular location.

The map shows that most trip destinations were concentrated on and near Highway 62, along the commercial corridor segments of Yucca Valley and Twentynine Palms (which are also served by neighborhood shuttles).

Joshua Tree had somewhat frequent trips to destinations on the Highway 62 corridor, and to the Hi-Desert Medical Center campus.

There are also a few destinations in Twentynine Palms, near Adobe Road, and near Utah Trail that had somewhat frequent requests, that are also covered by the neighborhood shuttles.

A community center in Sunfair Heights is an outlier but still a significant destination for some Ready Ride users.

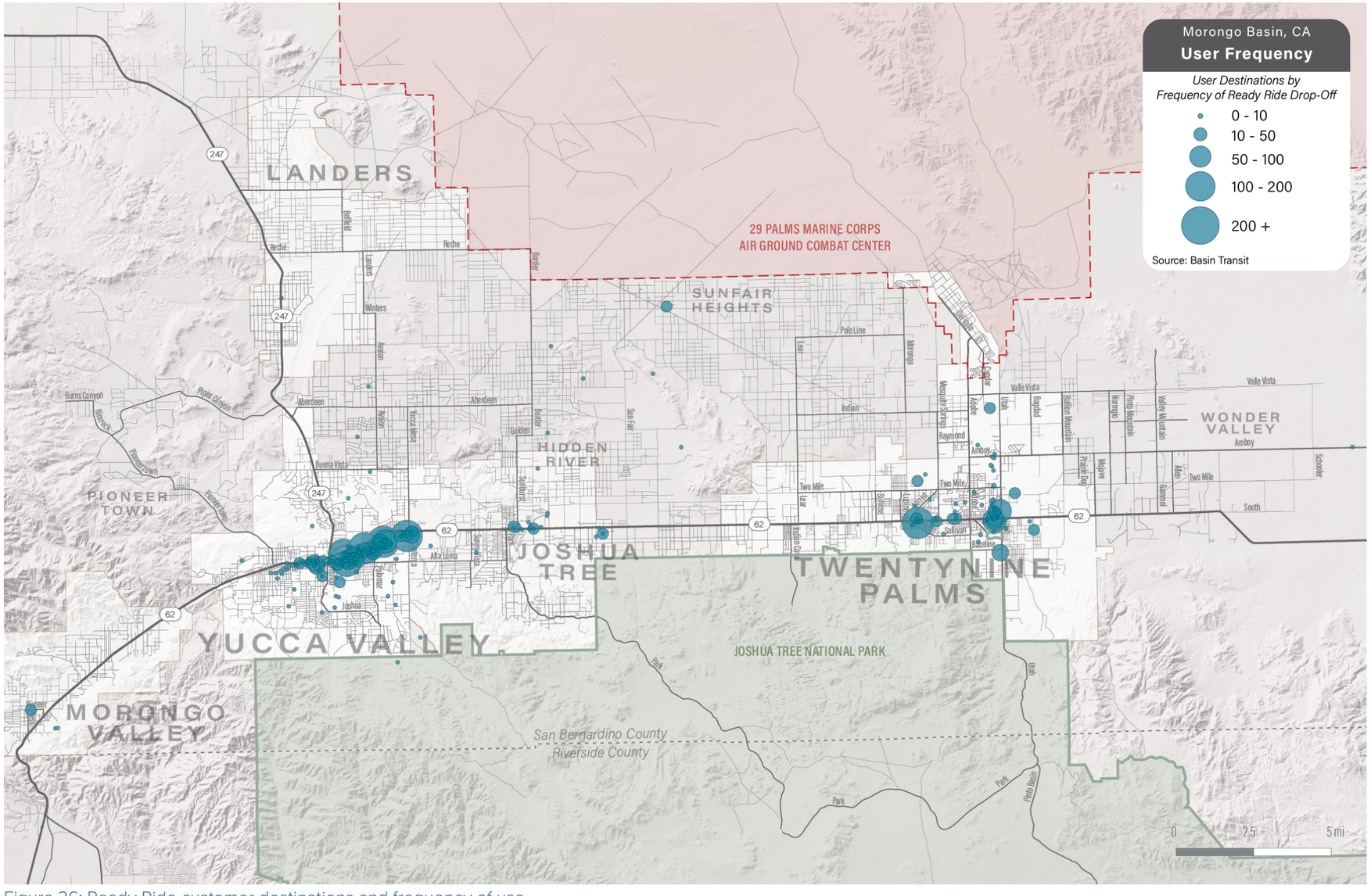


Figure 36: Ready Ride customer destinations and frequency of use

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Regional Trip Flows

Using the trip origin and destination location of the previous two maps, Figure 37 plots the linear flow of those trips between origin and destination points.

The heavier and thicker lines show the more consistent travel patterns, where there were repeated trips during the year, and which destinations were in highest demand.

The majority of the trips, shown by the thickest lines, tend to stay within two large regions, either:

- Trips to and from Yucca Valley, Joshua Tree - Yucca Valley, and Morongo Valley - Yucca Valley, or
- Trips to and from Twentynine Palms, Pole Line-Twentynine Palms, and Wonder Valley-Twentynine Palms

The lighter and thinner lines show the less consistent patterns, where there were more sporadic trips during the year, and which destinations were in lowest demand.

The majority of these trips collect residents from outlying areas of the basin to bring them into the city centers. These trips also stay within the two large regions, especially trips between Landers and Yucca Valley.

However, there were many trips that traveled across regions, from Twentynine Palms to Yucca Valley and vice-versa. Presumably, these were trips for ADA certified individuals that could not be accomodated in the Intercity route (Route 1). These trips account for about 5% of all Ready Ride trips.

overall, the majority of trips were within the Yucca Valley region, about 75%. The remaining 20% of trips occured within the Twentynine Palms region.

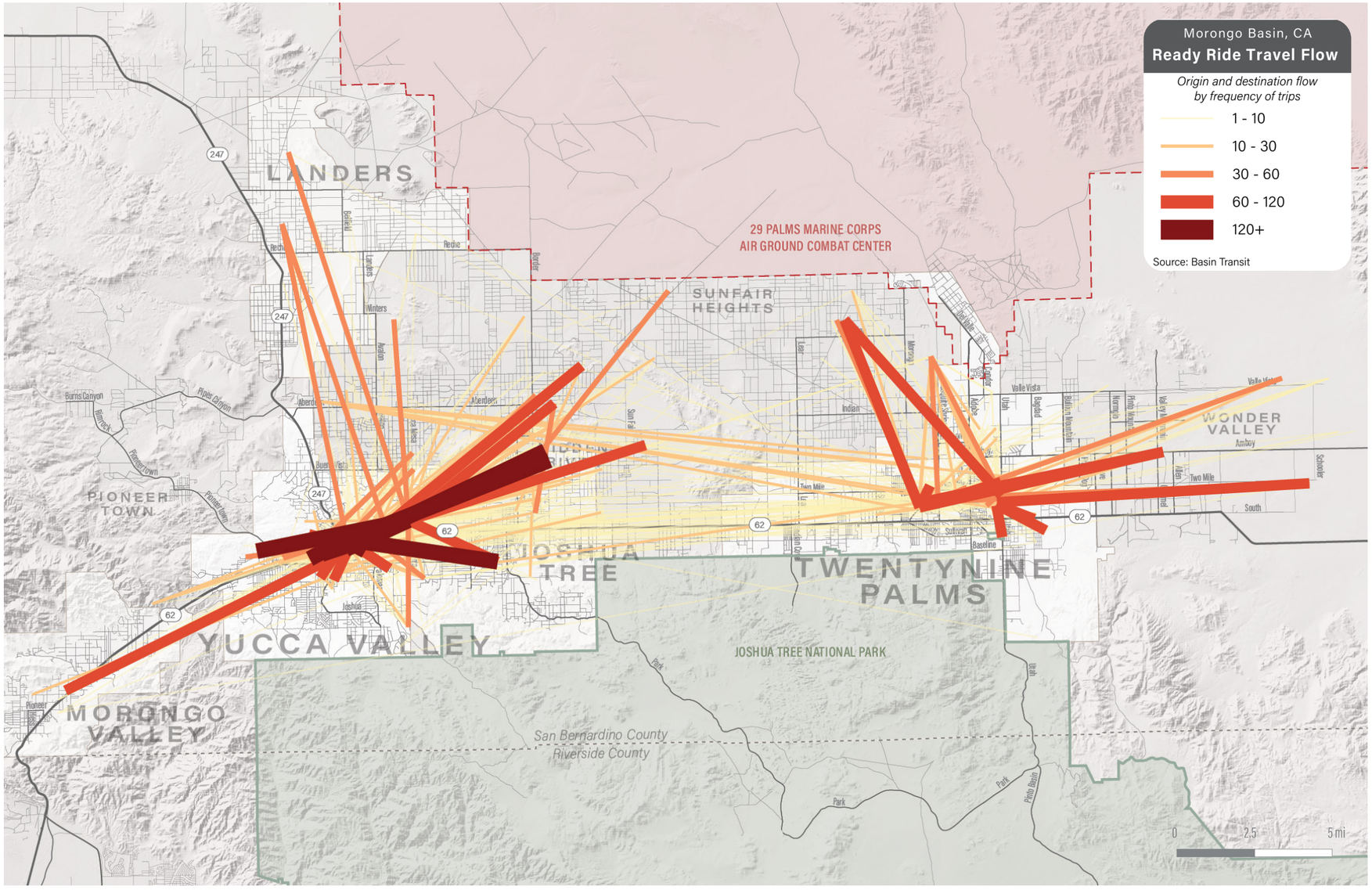


Figure 37: Regional travel lines between origins and destinations by frequency

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On Time Performance

The chart in Figure 38 provides a sample analysis of on-time performance of the Ready Ride service. The information is based on one week of data (September 9-13, 2024) tracking pick-up scheduled times against actual pick-up times.

Using an industry standard pickup window of 30 minutes around the scheduled pickup time, we estimate that 60% of trips were on time and 40% were either late (17%) or early (23%). The importance of this analysis is that it shows the strain on the current system during peak demand times, in particular at 7:30 am, around midday, and also at 9:30 am and 3:00 pm.

There were close to 300 trips reserved in the week, about 60 reservations per day. About 245 trips were scheduled in advanced, and 13 were a same-day will call or return trip, for a total of 258 completed trips. An additional 43 trips that were scheduled were not completed, because of “no shows” or last minute cancelations. All in all, about 52 trips were completed each day across all Ready Ride routes.

The chart in Figure 39 provides a breakdown of the trip reservations by route, and how many trips were completed, whether scheduled or will call, and how many were missed, whether no show or canceled. About 80% of trips were provided on Routes 30, 31, and 50, primarily serving Yucca Valley and Joshua Tree, with the remaining 20% of trips provided by Route 34 in Twentynine Palms.

The main takeway from this analysis is that the Ready Ride system appears to be running at capacity, and it seems constrained by an insufficient number of vehicles and revenue hours to cover very large service areas, especially in Twentynine Palms and surrounding communities.

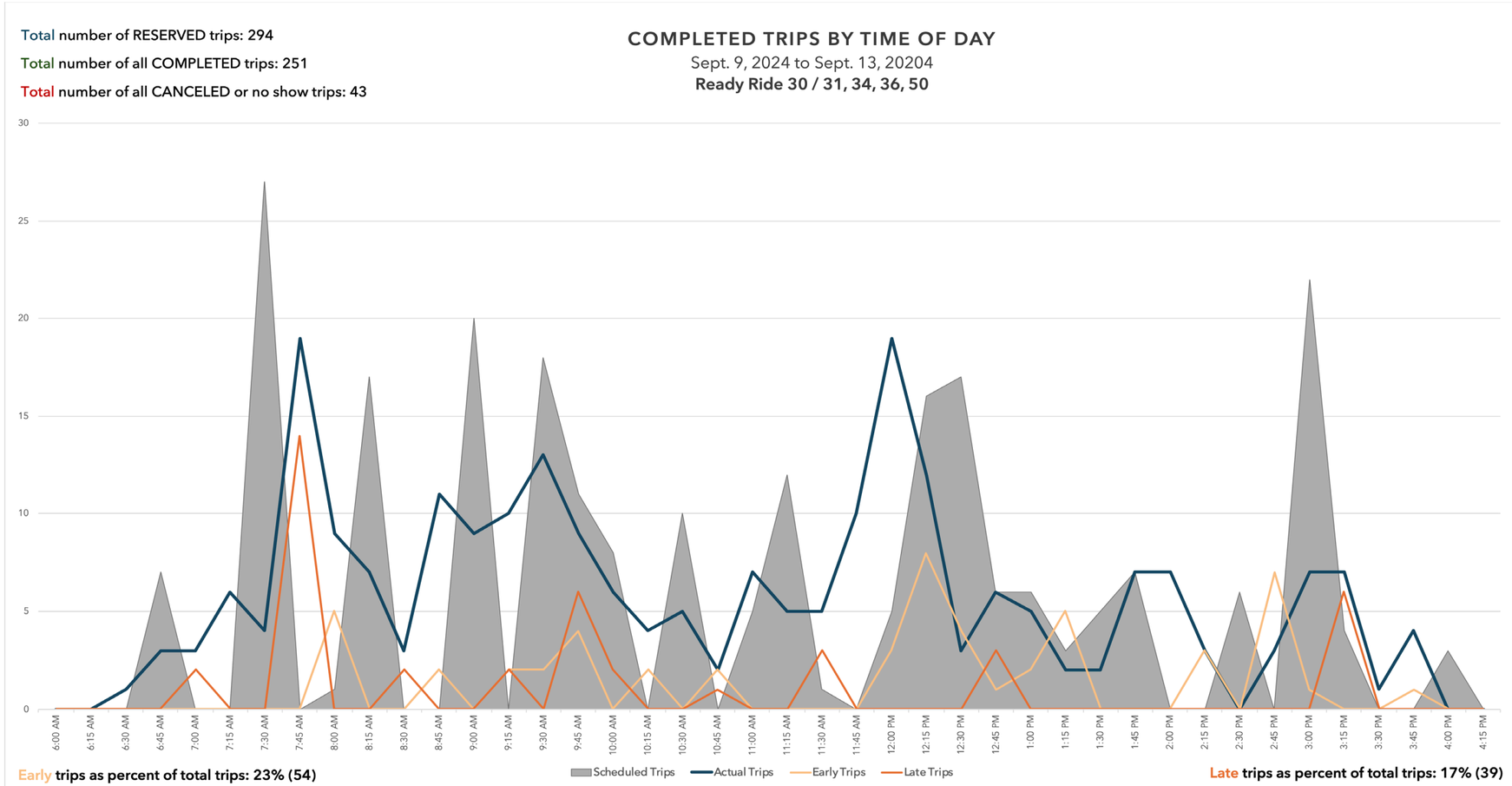


Figure 38: Ready Ride completed and on-time trip comparison

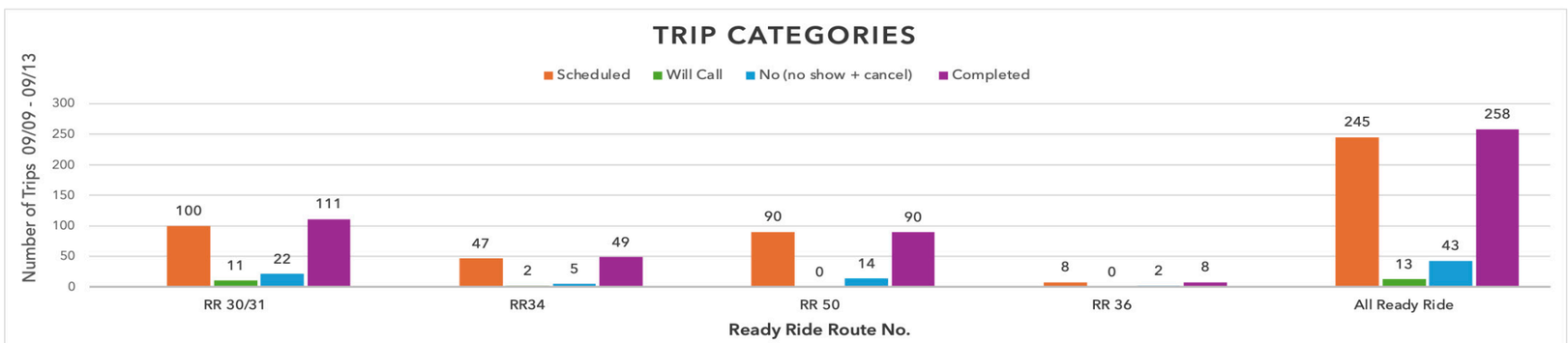


Figure 39: Ready Ride trip type chart

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Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

5 Public & Stakeholder Engagement

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

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What We Heard from the Community?

In addition to the technical analyses of market and latent demand, fixed-route services, and Ready Ride services, the SRTP process sought to also include the opinion of the community and key stakeholder groups. This information was collected through an online community wide survey, and in-person and online meetings with key stakeholders.

Community Survey

The survey asked the community about level of awareness of BT transit services, frequency of use, mode of access to bus stops, use of specific services (such as Routes 12 and 15 to Palm Springs), demographics, and a couple of questions that tested the community´s values and preferences around transit service. The survey was opened for 2 weeks in September of 2024 and received 50 complete responses.

The following is a summary of what we heard through the survey.

1. Frequency of Use: Close to 40% of respondents did not ride Basin Transit services last year. Of the respondents that did ride it, they split about equally in three groups: those that used it a few times last year, used it about once per month, and used it at least once per week. Given the high-level of selection bias from those taking the survey, it is striking the low frequency of use of BT services.

2. Rider Loyalty: About 1 in 4 respondents (27%) said that they have never been riders of BT. Most respondents (53%) indicated that they are still riders of the system, while another 20% said that they stopped riding.

Of the people who stopped riding or were never regular riders, the typical reason was already having access to a personal vehicle. A few people didn't find the BT schedule useful for their work hours, or didn't have stops by their house, and one respondent indicated confusion with the fare system and location of stops.

3. Mode of Access to Stops: Of respondets that used the service last year, the majority (66%) walked to their bus stops, followed by a group of users (23%) who were picked up by Ready Ride, and 11% who drove and parked at the Kickapoo Trail Park and Ride. Survey respondents included a large number of seniors and disabled individuals that rely on Ready Ride service for their mobility.

4. BT Services Used: Of respondents that used the service last year, 60% used the fixed-route services (splitting equally between Intercity Route 1 and the Neighborhood Shuttles), 25% used the Commuter Routes 12 and 15, and 15% used Ready Ride services. Despite having more than 40% of respondents being over 60, the majority of services used were fixed-route and commuter services.

5. Commuter Service Use: Of respondents that mentioned using Routes 12 and 15, the majority (62%) traveled between Yucca Valley and Palm Springs. The other 38% of responses were split equally between those that traveled to/from Joshua Tree and Twentynine Palms. This result is in line with the commute patterns analysis that shows Yucca Valley as a key origin and destination of trips to/from Palm Springs.

6. Age Groups: The largest proportion of survey respondents (46%) were over 60 years of age. Adults aged 30-60 were 36%, and young adults aged 18-30 were 19%.

Compared to the population of the Morongo Basin, these responses over represent seniors (about 20% of the population), and under represent young adults (about 40% of the population).

7. Gender: 42% of respondents identified as male and 58% of respondents identified as female. Women are 48% of the population in the Morongo Basin, and thus over represented in the survey responses. Women are generally more willing to answer surveys, but most importantly they tend to use transit in larger proportion than men.

8. Travel Modes Used: Survey respondents were asked about modes of travel used within the last two weeks, to learn about their reliance on transit for mobility needs. Most respondents (68%) mentioned driving a car or getting a ride from a friend or family member. 44% mentioned using transit, 28% walked and 14% paid for a ride.

The results are revealing of the hardships that many potential transit riders have for their mobility around the Morongo Basin. Transit is not their default option but an option when driving or getting a ride is not possible. And walking is an option used by many, by choice or when no other options are available.

9. Proximity to Transit Service: Survey respondents were asked whether a fixed-route bus stop was available within walking distance of their home. A slight majority of respondents (53%) do have a nearby stop and 47% do not. The results suggest that existing fixed-route services do not provide sufficient coverage, or do not have sufficient stops, or clearly marked stops.

10. Route 21 Landers Use: The survey asked transit users and Landers residents whether Route 21 meets their needs. 13 out of 14 respondents (93%) flatly said No or that they would like access to the northern end of Yucca Valley, around Buena Vista & Highway 247. The latter is an area that currently is not well served by Ready Ride 30/31 service, because of resource constraints, but also because many roads are unpaved and present a challenge for Ready Ride vehicles.

11. Ready Ride Service Use: The survey asked respondents whether they are Ready Ride clients and if service meets their needs. The majority (60% of respondents) said that the service does not meet their needs, because the service hours are too limited, the service is restricted to specific jurisdictions (Yucca Valley, Joshua Tree, and Twentynine Palms), or other reasons. This feedback supports the findings of the Ready Ride analysis which concludes that the service is operating with significant scheduling constraints and limited hours of service.

12. How to Spend Additional Resources: Survey respondents were offered the opportunity to influence Basin Transit service priorities to invest additional resources. Respondents were asked to select three out of nine prompts, they are listed in order of popularity below:

- Covering places that currently don't have service (67%).
- Longer hours of service each day - earlier morning and later evening (43%).
- Adding more service on Sundays (35%).
- More regional service for long trips to other cities (30%).
- Better frequencies on weekdays - transit coming more often so less waiting is required (28%).
- Better frequencies on Saturdays - transit coming more often so less waiting is required (28%).
- More local service for short trips within the city limits (24%).
- More rush-hour service - around 7-9 am and 4-6 pm on weekdays (9%).
- More middle of the day service - around 9 am to 4 pm on weekdays (9%).

What We Heard from Stakeholders?

13. Where to Focus Limited Resources: Survey respondents were asked a complimentary question that looked for their policy guidance on where to focus investment of limited budget resources (vehicle revenue hours and cost). Respondents had to make a hard choice between focusing on faster and more frequent service to areas with higher density of residents and jobs (focus on ridership), or focusing on providing service to everyone in all communities, regardless of density, even if that means less frequent and slower service (focus on coverage).

Out of 50 responses, only 33 respondents picked an option, which means that 17 respondents (34%) were not sure or did not want to respond. But, from those that responded and picked an option, ***58% preferred focusing on ridership*** and supporting the local economy by providing fast and frequent service in the areas where many people could use it to get to work, school, shopping and other everyday needs.

While ***42% preferred focusing on coverage*** and the benefits of fairness to all by providing at least some service to everyone in all communities large and small even if it the service is slow and the bus doesn't come very often.

The responses to the last two questions suggest that transit users in the Morongo Basin would like to strike a balance between providing coverage to as many areas as possible, while also increasing the service hours on weekday evenings and on weekend days, and improving regional connections between cities across the basin and the Coachella Valley.

Stakeholder Engagement

In-person and Online Public Meetings

The SRTP process held a public meeting on September 25, 2024, at the Yucca Valley Community Center, to provide the community with an opportunity for input regarding desired priorities for the network design.

A second virtual community meeting was held on November 19, 2024, that presented initial findings from the market and service analysis, and encouraged more input on the key choices and policy trade-offs facing the current system.

Senior Centers

The SRTP team hosted two in-person events at Senior Centers in Yucca Valley and Twentynine Palms on September 25 and 26, 2024. Senior residents were generally positive about their experiences with Basin Transit, especially Ready Ride. Comments received requested additional stops in Wonder Valley and Landers, and more weekend service. One rider pointed out that Route 12, which takes people from Yucca Valley to the Palm Springs Airport, should be better synced to Amtrak's and the Flix Bus's schedules. Another rider made the point that the Tortoise Rock Casino, in Twentynine Palms, is a desirable destination for residents and workers but served at the end of a long loop (Route 3B.)

Twentynine Palms MCAGCC

The SRTP team also met with representatives from the Marine Corps Air Ground Combat Center (MCAGCC), who provided a better understanding of the people living and working on Base. The types of active duty jobs range from employees who are also permanent residents, to new students who are only on base for an academic term, to people who live nearby in Twentynine Palms and commute daily to the Base. The students in particular were described to have the greatest need for transit as they are not allowed their own cars while in training. They also tend to be much younger adults between the ages of 17 and 21. Because the students are in classes all day, their transit needs are restricted to Friday evening and weekends when they are permitted to leave the Base. Weekend trips are important for them to run errands and socialize during a limited amount of time. A creative suggestion for making riding Basin Transit more accessible to active duty members was to create brochures that use military time for the route schedules.

Base members already rely on Routes 12 and 15 to help shuttle them to and from Palm Springs. Routes 3A and 1 are useful for commuting employees but not for students who end their school days at 6:00 pm.

CSUSB Palm Desert

The SRTP team also met virtually with Cal State University, San Bernardino's (CSUSB) transportation analyst and Sunline's transit planning manager, to discuss opportunities for expanding transit access for students traveling between Copper Mountain College in Joshua Tree, and the CSUSB Palm Desert Campus (which also includes UC Riverside-Palm Desert).

There are existing transit connections that could be strengthened so that riders can transfer from Basin Transit Route 12 to SunLine in Palm Springs but currently, the service schedules aren't aligned enough to make them convenient to use. The service hours on BT's Route 12 are also not especially useful to students or employees. There was also a suggestion to create an on-demand shuttle that can connect riders from one system to the other on I-10 where it is difficult for buses to make stops off the highway.

And there was another suggestion to explore a connection with SunLine services in Desert Hot Springs, where Basin Transit could connect with SunLine routes going to downtown Palm Springs and going to the CSUSB Palm Desert Campus with one transfer only.

Basin Transit Board Meeting

The SRTP team presented in-person to the Basin Transit Board of Directors on September 26, 2024. The presentation included preliminary findings from the market and service analysis, and introduced the ridership versus coverage dilemma to initiate discussion on the challenges currently faced by Basin Transit.

Board members mentioned that the Morongo Basin's rural type development has historically necessitated a coverage strategy, but recognized that the system incurred in a great expense providing service to remote areas and that needed to shift the balance towards ridership. Highway 62 was identified as a primary corridor with destinations like Copper Mountain College and the Hi-Desert Medical Center.

Board members also emphasized the need to maintain a good relationship with city planning to inform how transit can adapt and encourage growth. The board also directed the SRTP to examine the increased demand of visitors renting vacation homes, as part of Morongo Basin's future development.

Finally, the SRTP team had a second virtual presentation with the board on November 21, 2024. The team provided an update on the progress and preliminary findings of the SRTP, including alternative network design concepts.

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Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

6 Fare Structure Review

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Fare Structure Review

Figure 40 shows the current fare structure of Basin Transit services. Basin Transit operates four types of service: Commuter Highway, Intercity Highway, Neighborhood Shuttle, and Ready Ride.

Commuter Highway Fare

Commuter Highway is the most expensive fare because it travels a long distance to provide a regional connection between the Morongo Basin and Palm Springs. It is also an express service with a limited number of stops. The fare that adult passengers pay depends on the distance traveled.

Commuter Highway services include Route 12 which operates on weekdays, and Route 15 which operates on Friday evening, Saturday and Sunday. Route 12 travels a shorter route between Yucca Valley Transit Center and Palm Springs (34 miles), while Route 15 operates a route that is about twice as long between the Marine Base and Palm Springs (62 miles). That explains the difference in fare between the two services, where Route 15 is an additional $10 from any location. However, the application of a flat $10 surcharge on Route 15 ends up costing more than twice as much for adult passengers traveling from Yucca Valley and Morongo Valley to Palm Springs ($15 vs $5).

Senior and disabled passengers get a different rate structure that is flat at $4.5 for Route 12 regardless of distance, and $14.5 for Route 15 with the surcharge. This structure also ends up penalizing senior and disabled passengers traveling from Yucca Valley and Morongo Valley to Palm Springs, which end up paying about the same fare than adult passengers and a higher rate per mile than those traveling from Twentynine Palms ($14.5 vs $4.5).

Basin Transit offers a discount when buying a round-trip to Palm Springs on Route 12, which is about 1.5 times the cost of a one-way fare for adults traveling from Twentynine Palms, and about 2 times the cost for adults traveling from Morongo Valley. The round-trip for seniors is simply double regardless of location, on both Routes 12 and 15. The round-trip fare acts as a day pass. Basin Transit does not offer a monthly pass for Commuter services, but it does offer a 10-Ride Punch Card on Route 12 which is only $4.2 per trip regardless of location.

Fare Types (Token)

Route	Name	Adults (and CMC Student)					Senior (60+)					Disabled (ADA Eligibility)				
		1-Way	Day	31 Day	10 Punch	20 Punch	1-Way	Day	31 Day	10 Punch	20 Punch	1-Way	Day	31 Day	10 Punch	20 Punch
	Intercity Highway															
1A/B/X	Yucca Valley // Marine Base	2.5	3.75	40			1.25	3	25			1.25	3	25		
	MBTA/Neighborhood Shuttles															
3A	Twentynine Palms // Marine Base	1.25	3.75	40			1	3	25			1	3	25		
3B	Twentynine Palms	1.25	3.75	40			1	3	25			1	3	25		
7A	Yucca Valley North	1.25	3.75	40			1	3	25			1	3	25		
7B	Yucca Valley South	1.25	3.75	40			1	3	25			1	3	25		
21	Landers Loop	1.25	3.75	40			1	3	25			1	3	25		
	Ready Ride															
RR		5			n/a	n/a	2			12.5	25	2			12.5	25
	Commuter Highway															
		1-Way	Round Trip				1-Way	Round Trip				1-Way	Round Trip			
12	Yucca Valley // Palm Springs															
	from 29 Palms	10	15		42	n/a	4.5	9		42	n/a	4.5	9			
	from Joshua Tree and YV	7	11		42	n/a	4.5	9		42	n/a	4.5	9			
	from Morongo Valley	5	9		42	n/a	4.5	9		42	n/a	4.5	9			
15	Palm Springs // MCAGCC (Route 12 +$10)															
	from 29 Palms	20	25				14.5	19				14.5	19			
	from Joshua Tree and YV	17	21				14.5	19				14.5	19			
	from Morongo Valley	15	19				14.5	19				14.5	19			

*CMC Students Copper Mountain College - fares paid by foundation, students with ID do not pay

Figure 40: Fare Structure Matrix

Intercity Highway

Intercity Highway service is Route 1 and its different variants. Route 1 travels between Yucca Valley Transit Center and Twentynine Palms Transit Center during the day on weekday (23 miles), and between the Kickapoo Park & Ride and the Marine Base on weekday evening, Saturday and Sunday (35 miles).

Route 1 is a local bus service that makes multiple stops. The fare for a single trip is $2.5 for an adult passenger and 50% of that for senior and disabled passengers. The difference in fare cost compared with Routes 12 and 15 is striking, given the distance covered, especially on weekday evening, Saturday, and Sunday when service is provided on the longer route variant. Route 1's fare is a much better value for passengers based on the distance traveled.

Ready Ride

The one-way fare for Ready Ride is $5.00 for adult passengers (double the fare of Route 1) and $2.00 for seniors and disabled passengers.

In Fiscal Year 2024, 95% of Ready Ride riders were senior or disabled riders. This reflects that Ready Ride has become a specialized service for disabled and senior riders.

Ready Ride does not offer a day pass or monthly pass product. Instead, Basin Transit offers a 10-ride and 20-ride punch card that is priced at $1.25 per trip, which is the same cost of a one-way fare on Route 1, and comparable to the cost of a Day and 31-Day pass.

Ready Ride also has multiple service areas. Three communities – Yucca Valley, Joshua Tree and Twentynine Palms concentrate most of the service that is provided with Ready Ride. However, Basin Transit has not defined specific service boundaries in these communities and over time the service has been extended to

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serve Morongo Valley, areas north of Joshua Tree and Twentynine Palms, near Sunfair Heights, and locations east of Twentynine Palms in Wonder Valley.

Although service to these faraway areas is provided sporadically, the one-way fare is $5.00 for adults, seniors and disabled passengers. However, if 10- and 20-ride punch cards are accepted for seniors and disabled riders, the fare would be significantly underpriced for the cost of providing this service and the opportunity cost of providing better service in Yucca Valley, Joshua Tree and Twentynine Palms.

Transfer Policy

Basin Transit fares do not include transfers between services. There are no transfers between neighborhood shuttles and Route 1, and nominally no transfers between Route 1 and Route 12, nonetheless passengers getting on Route 1 in Twentynine Palms and Joshua Tree can buy a trip to Palm Springs (at the listed fare price for Route 12) and transfer to Route 12 when they get to Yucca Valley TC. They can also buy a return trip from Palm Springs. However, only three out of six trips on Route 12 are pulsed with Route 1, which means that a trip to/from Palm Springs often involves a long wait at the Yucca Valley Transit Center.

One exception to the transfer policy is Ready Ride service. Ready Ride passengers can transfer to Route 1 for the cost of Ready Ride.

General Observations

Pricing of one-way trips at the regular adult fare is largely set by type of service and distance traveled, from Neighborhood Shuttles ($1.25) that provide short trips of up to 7 miles, to Intercity Highway ($2.50) that provides mid-range trips of up to 20 miles, to Commuter Highway ($5 - $10) that provides long-range trips of up to 60 miles. Within this structure, the fare cost for a service such as Route 21 which is classified as a Neighborhood Shuttle, that in practice covers a large area and provides trips of up to 20 miles, is underpriced at $1.25 for a one-way trip.

Generally the pricing of passes unifies the pricing structure of Intercity Highway and Neighborhood Shuttle services, and effectively aligns short- and mid-range trips into a single pricing category. And although the cost of a one-way fare is one-third of the cost of a day pass for Neighborhood Shuttle users, it appears that most riders are looking to transfer to Route 1 and travel across the basin, based on the fares paid in Fiscal Year 2024 (see Figure 43, on the next page).

Seniors and disabled riders receive a 20% discount for a one-way fare on Neighborhood Shuttles, but a 50% discount on Intercity Highway service. This reduces the difference in cost for a one-way fare between Intercity Highway and Neighborhood Shuttles, and also tends to unify their pricing.

Seniors and disabled get a 60% discount for a one-way fare on Ready Ride, and a 75% discount when buying a 10-Punch Card, which brings the price of Ready Ride to the same level of Intercity Highway service. The low cost of Ready Ride for seniors and disabled riders is an incentive for their use in detriment of fixed-route services.

Fare Revenue Analysis

Figure 41 shows all passenger boardings in Fiscal Year 2024 classified by their corresponding fare type.

Cash, Passes and Mobile Sales

Cash fares represent 20% of all transactions when accounting for payments on local, intercity, and regional services. It is assumed that most of these transactions are for a one-way ticket.

Token Transit transactions, mostly paid with a credit or debit card, represent 17% of all transactions. A sample of Token Transit data for October 2024 shows that about 90% of transactions are for buying daily or monthly passes, and about 10% for buying one-way and round-trip tickets.

Pre-paid passes represent 57% of all transactions. However, if we added the approximately 90% of Token Transit transactions that are passes, pre-paid passes represent about 72% of all boardings in Fiscal Year 2024.

Finally, close to 6% of boardings were free fares that included mostly children under 5 years of age and attendant persons traveling with seniors and disabled individuals.

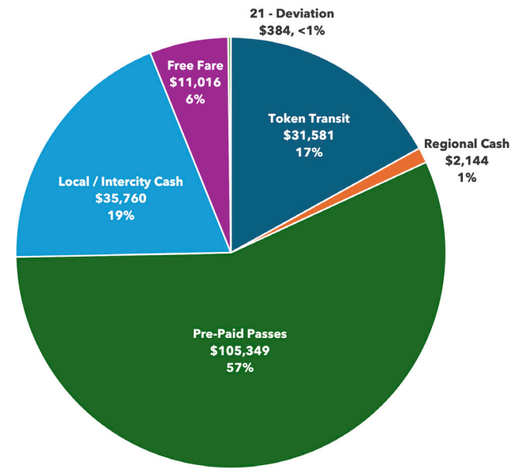


Figure 41: Total Sales by Fare Type

Pre-paid Passes

Pre-paid passes are the most popular fare product. Figure 42 shows the breakdown of pass products used by riders in FY 2024.

- The 31-Day Go Pass represents 55% of pass users whether adults, seniors or students,
- The Day Pass represents 28% of pass users,
- And 10- and 20-Ride Punch Cards represent 17% of pass users.

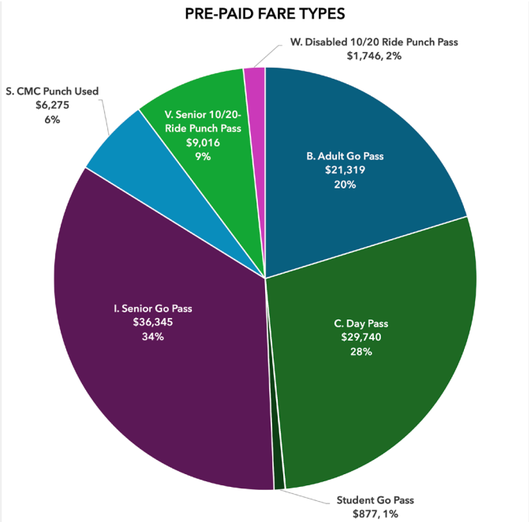


Figure 42: Total Sales by Pre-Paid Fare Type

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Fare Revenue Analysis

Additional Observations

Since this study did not collect ridership information at the stop and trip level, the fare type matrix in Figure 43 is a proxy for how different Basin Transit riders are using the system.

- **Students:** CMC students with a valid Student ID do not pay when getting on board. The CMC Foundation pays for their fare at the regular adult price (monthly or annually) based on use. Only 7% of pass users were recorded as students whether using the CMC Punch Card or Go Pass. It is possible that many student boardings are counted as an adult pass and underrepresented in the data.
- **Seniors and disabled passengers:** Figure 42 provides details on the fare types used by seniors and disabled passengers. About 35% of passengers in Fiscal Year 2024 were seniors or disabled. Over 70% of seniors and disabled passengers used a pass or punch card, and over 20% paid cash. Seniors used passes to pay for intercity service and neighborhood shuttles and cash and punch cards to pay for Ready Ride. Disabled passengers used cash to pay for intercity service and neighborhood shuttles and also Ready Ride, and punch cards to pay for Ready Ride service only.
- **Neighborhood shuttles:** Close to 36% of boardings in Fiscal Year 2024 were on Routes 3A, 3B, 7A, and 7B (neighborhood shuttles). About 20% of them paid cash, presumably for a local one-way trip, while the other 80% of riders used a pass to travel locally and across the basin via Route 1. This suggests that about 80% of neighborhood shuttle riders look to transfer to Route 1.

	Intercity				Neighborhood Shuttle				Commuter				Landers	Ready Ride						System Total FY 2024	Percent
					Twentynine Palms		Yucca Valley							Yucca Valley			29Palms	MV	JT		
Route	1	1	1	1X	3A	3B	7A	7B	12	15	15	15	21	RR30	RR31	RR31/36	RR34	RR36	RR50		
Passenger Type	Weekday	Saturday	Sunday	Sunday	Weekday	Weekday	Weekday	Weekday	Weekday	Friday	Saturday	Sunday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday		
Token Transit App Sakes (All Routes)																					
TK. Token Transit	14,494	2,540	44	472	4,965	2,544	1,083	1,217	1,437	221	2,095	208	161	67	3	1	21		8	31,581	17.0%
Regional Cash Fares (Routes 12 & 15)																					
BB. PS-29 Palms One Way	24				5	1			102				1							133	0.1%
BBB. One Way to 29				1						19	79	37								136	0.1%
CC. PS-29 Palms Round Trip	10				1				20											31	0.0%
CCC. Round Trip to 29										18	108									126	0.1%
FF. PS-Joshua Tree-Yucca Valley One Way	10						3	1	611				1							626	0.3%
FFF. One way YV									5	5	20	17								47	0.0%
GG. PS Round Trip YV									13				1							14	0.0%
GGG. PS-Joshua Tree-Yucca Valley Round Trip	2			1					147		7	4								161	0.1%
HHH. Sen/Dis Round Trip YV										5	17	5								27	0.0%
II. Round Trip Senior/Disabled	4				1			1	112											118	0.1%
III. Sen/Dis Round Trip YV										2	9	1								12	0.0%
K. Round Trip to MV	42				1	1	3	2	12											61	0.0%
KK. PS-Morongo Round Trip											4									4	0.0%
PP. PS-29-RTR Adult	32								371	5	98	28	1							535	0.3%
RR. One Way to MV									99				1							100	0.1%
TT. One Way MV	1										7	2		3						13	0.0%
Subtotal, Regional Cash	125	0	0	2	8	2	6	4	1,492	54	349	94	5	3	0	0	0	0	0	2,144	1.2%
Pre-Paid Passes (All Routes)																					
B. Adult Go Pass	11,310	1,112	12	254	1,891	1,805	2,427	2,024	11				445	15	11			2		21,319	11.4%
C. Day Pass	15,524	1,385	7	193	2,387	2,719	2,625	3,210	535		7	1	1,147							29,740	16.0%
CP. Centennial Pass															1					1	0.0%
E. Student Go Pass	2				3		7	15					3							30	0.0%
EE. PS Day Pass	1								861	2	12		1							877	0.5%
I. Senior Go Pass	13,999	1,598	24	384	2,849	4,860	5,040	4,434	23				3,134							36,345	19.5%
S. CMC Punch Used	4,097	98		11	175	551	669	294	8				372							6,275	3.4%
V. Senior 10/20-Ride Punch Pass													1	3,077	694	160	2,259	199	2,626	9,016	4.8%
W. Disabled 10/20-Ride Punch Pass													1	293	173	19	242	16	1,002	1,746	0.9%
Subtotal, Pre-Paid Passes	44,933	4,193	43	842	7,305	9,935	10,768	9,977	1,438	2	19	1	5,104	3,385	879	179	2,501	217	3,628	105,349	56.6%
Local / Intercity																					
A. Adult Cash	4,519	984	13	274	2,259	1,600	1,653	1,062	47	7	20	15	1,237	11	4	28	18		23	13,774	7.4%
H. Senior Cash	8				3				355					673	132	4	142	9	79	1,405	0.8%
HH. Senior					1															1	0.0%
J. Disabled Cash	290	36	1	8	14	43	204	103					148	72	22	1	87		11	1,040	0.6%
NT. Nutrition														34	1,055	305		118		1,512	0.8%
PK. Pool Kids									4											4	0.0%
SS. Senior	3,022	422	10	104	566	544	1,264	1,453	100				1,751							9,236	5.0%
ZZ. K-12 Students	3,617	528	11	100	286	873	572	2,298	38			4	461							8,788	4.7%
Subtotal, Local / Intercity Cash	11,456	1,970	35	486	3,129	3,060	3,693	4,916	544	7	20	19	3,597	790	1,213	338	247	127	113	35,760	19.2%
Fre Fare																					
EEE. Employee	24	1									1									26	0.0%
F1. Free Fares - Adult	281	190		48	59	37	29	23	19		92	11	13	13		2				817	0.4%
F2. Free Fares - CMC	39	2				1	1	3					1							47	0.0%
F3. Free Fares - Senior	83	16			4	16	25	8					15				9		8	184	0.1%
F4. Free Fares- Disabled	4	2					2	7								2			4	21	0.0%
L. Attendant-Free	1,191	169	2	45	176	730	440	350	49	4	2	5	158	557	132	7	401		182	4,600	2.5%
M. Children < 5 Years	1,223	151		21	234	719	269	341	12				311	5	2			1	5	3,294	1.8%
N. PS Transfer	400	1			17	10	6	2					17							453	0.2%
SP. Special	3	1											2							6	0.0%
SPP. Promo	661			33	151	192	135	161	56				64	44	30		8	4	29	1,568	0.8%
Subtotal, Free Fare	3,909	533	2	147	641	1,705	907	895	136	4	95	16	581	619	164	11	418	5	228	11,016	5.9%
LL. 21-GP Deviation													24							24	0.0%
MM. 21-Sr/Dis Deviation													140							140	0.1%
NN. 21-GP Pass Deviation													9							9	0.0%
OO. 21-Sr/Dis Pass Deviation													211							211	0.1%
Subtotal, Landers Deviations													384							384	0.2%
TOTAL	74,917	9,236	124	1,949	16,048	17,246	16,457	17,009	5,047	288	2,578	338	9,832	4,864	2,259	529	3,187	349	3,977	186,234	100%

Figure 43: Fare Type Sales Matrix for Fiscal Year 2024

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)



Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

7 Capital & Financial Analysis

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Funding Analysis

Basin Transit is funded through a variety of federal, state, and local revenue sources. This chapter describes existing funding sources and presents future funding needs through Fiscal Year (FY) 2029. A detailed operating and capital plan is included "5-Year Operating and Capital Financial Plan" on page 60 at the end of this chapter.

Funding Sources

The following section provides a brief description of each funding source utilized by Basin Transit for operating and capital expenditures.

Federal Revenues

The Federal Transit Administration (FTA) provides financial assistance to transit systems that provide public transportation as authorized by the Bipartisan Infrastructure Law of 2021, as enacted in the Infrastructure Investment and Jobs Act. The legislation reauthorizes surface transportation programs for FY 2022 through FY 2026. FTA provides annual formula grants to transit agencies nationwide, as well as discretionary funding in competitive processes with varying purposes and eligibility.

FTA 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities

The 5310 program provides discretionary funding to transportation providers through a competitive process that serves older adults and people with disabilities. The goal of the 5310 program is to improve mobility by removing barriers to transportation services and expanding the transportation mobility options available.

The 5310 program provides capital funding for vehicles and vehicle related equipment, and operating funds for vehicle operations, travel training, mobility management, mileage reimbursement, and voucher programs. For the rural and small urban areas in California, the program is administered by Caltrans.

Basin Transit's Transportation Reimbursement and Escort Program (TREP) is funded through a 5310 grant on a two-year funding cycle. Basin Transit plans to reapply for continued funding in the next Caltrans call-for-projects anticipated for release at the end of FY 2024 with an increase in requested funding to meet a higher mileage reimbursement rate to program participants.

FTA 5311 – Formula Grants for Rural Areas

The 5311 program provides capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000. Most rural formula funds (83.15%) are apportioned based on land area and population factors. The remaining rural formula funds (16.85%) are apportioned based on land area, vehicle revenue miles, and low-income individual factors. Rural 5311 funding supports Basin Transit's operating budget estimated at just over a half million dollars annually based on SBCTA's projections, representing approximately 8% of Basin Transit's operating revenue.

Congestion Mitigation and Air Quality – CMAQ

The CMAQ program provides a flexible funding source to state and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter. Basin Transit uses CMAQ funds to replace aging vehicles in its fleet.

State Funding

Transportation Development ACT (TDA)

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Commonly known as the Transportation Development Act (TDA) of 1971, this law presents statutes for regulation of state funding for public transit and non-transit related purposes. The TDA established the Local Transportation Fund (LTF) and the State Transit Assistance (STA) programs to fund transit services in California. In some cases, areas with a population less than 500,000 may use LTF funding for repairs to local streets and roads through an unmet needs process. Basin Transit now allocates all of its available LTF funds to transit, reserving all funds for the provision of transit services.

Local Transportation Fund - LTF

LTF funds are derived from 0.25 cent of every dollar collected by the general sales tax statewide and are returned by the California Department of Tax and Fee Administration (CDTFA). All revenues are considered local funds and returned to the originating county for the designated Regional Transportation Planning Agency (SBCTA in San Bernardino County) to administer, within the general guidelines and priorities of the program.

Because funds are based on sales tax, revenues vary from year-to-year depending on the economy. LTF funds can be utilized for operations and capital under TDA Article 4. Article 4 funds are the primary source of operating support for Basin Transit, representing approximately 73% of operating revenue each year.

When LTF funds are not used for operating expenses, Basin Transit can use LTF to fund capital projects for facilities, low or no zero emissions projects and retirement and pension trust funding.

LTF Article 3

The TDA provides that 2% of the LTF be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as the TDA Article 3 Program.

In San Bernardino County, Article 3 funds are awarded through a competitive process administered by SBCTA on a biennial cycle. Basin Transit can use Article 3 funds to conduct bus stop improvements, including new shelters, benches, lighting and ADA accessibility enhancements.

State Transit Assistance - STA

STA funds are collected from diesel fuel excise taxes, with 50% of funds distributed based on county population size and 50% of funds distributed based on transit operator revenues from the prior fiscal year.

In 2017, Senate Bill 1 (SB 1) augmented the STA program by nearly doubling the amount of STA funds provided to each county. STA funds can be utilized for capital and operations; however, Basin Transit typically prioritizes STA funds for capital projects, including vehicle replacements, bus stop improvements and operational support equipment.

Low Carbon Transit Operations Program – LCTOP

LCTOP receives funding from the cap-and-trade Greenhouse Gas Reduction Fund appropriated by the State legislature. The LCTOP fund estimates are provided from the State Controller's Office (SCO) and are apportioned based on the county's population and transit operator revenues.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Senate Bill 942 allows for transit operators to continue free and reduced fare transit programs, while other uses for LCTOP funds must be in accordance with the approved Caltrans guidance. This includes expenditures that directly enhance or expand transit service by supporting new or expanded transit services for operating or capital programs. In recent years, Basin Transit has used a combination of LCTOP and STA funds for improvements to bus stops.

State of Good Repair (Senate Bill 1) - SGR/SB 1

In 2017, Senate Bill 1, known as the Road Repair and Accountability Act (RRAA) created a new funding program for transit operators to upgrade, improve and maintain equipment in a State of Good Repair. This includes the maintenance and rehabilitation of existing vehicles, transit facilities, and the purchase of new, energy efficient transit vehicles.

The program's funding is derived from a Transportation Improvement Fee on vehicle registrations. These funds are allocated in the same manner as STA funds and have an annual program of projects requirement, resolution for funding, and require annual reporting to Caltrans. Basin Transit has recently used SGR funds to support new Intelligent Transit System (ITS) improvements.

Senate Bill (SB) 125 – Transit and Intercity Rail (TIRCP) and Zero Emissions Capital (ZETCP) Programs

The Transit and Intercity Rail (TIRCP) and Zero Emissions Capital (ZETCP) programs are derived through a population-based formula, distributed to SBCTA by the California State Transportation Agency (CalSTA). All TIRCP projects must both increase ridership and reduce greenhouse gas emissions while ZETCP funds must be used to support the purchase of zero emission vehicles or refueling infrastructure.

SBCTA has secured SB125 funding on Basin Transit's behalf to pay for expected zero emission vehicle implementation in FY 2024. Future apportionments are dependent on continued appropriations by the State Legislature and can be used for operations if shown to prevent service reduction or elimination. Basin Transit plans to use these funds for operating purposes instead of LTF during FY 2024.

Local Funding

Measure I – Local Sales Tax Measure

San Bernardino County's Measure I is a 0.50 cent sales tax to fund for transportation improvements, first passed in 1989 and extended in 2004 to run through 2040. Funds are allocated based on the Measure I Ordinance and Expenditure Plan and Strategic Plan, with a 10-year Delivery Plan that outlines near-term strategies to fund programs and projects.

Current Basin Transit Measure I allocations are based on SBCTA Board approved amounts and are used primarily to support Ready Ride services to seniors and persons with disabilities.

Assembly Bill (AB) 2766 – Subvention Fund Program

The Subvention Fund Program provides funding to cities and counties to develop clean transportation programs and reduce vehicle emissions based on the criteria, guidelines and mission of the South Coast Air Quality Management District and the California Air Resource Board (CARB).

An amount of $40,000 per year was included in Basin Transit previous SRTP, its FY 2024 budget, and through the forecast years of this SRTP.

Vehicle Purchasing Cooperative Procurement

Through a partnership with the California Association for Coordinated Transportation (CalACT), Basin Transit administers a joint procurement program for the purchase of transit vehicles. Agencies that are eligible to participate in the joint procurement are either subrecipients of Caltrans or members of CalACT.

Basin Transit generates revenue through its administration of the vehicle procurement process that covers the programs expense of staff and materials.

CNG Sales

Basin Transit owns two CNG fueling facilities, located at the Authority's main facility in Joshua Tree, CA, and the other is at a satellite location in Twentynine Palms, CA. These facilities are open to the general public and generate revenue on sales that support Basin Transit's overall budget.

Attachment: Basin_Short Range Transit Plan FINAL 2024 5.05.29 (12008 : Basin Transit Short Range Transit Plan)

Operational Expense and Revenue

The operating plan outlines an expenditure strategy given the expected revenues from Federal, State and local funding available to Basin Transit, presenting a path to improved financial performance through FY 2029. However, it is crucial to closely monitor key assumptions, expenses, and revenue trends to ensure the plan's success.

Operating Expenditure

Basin Transit's operating expense is categorized by three primary functions: administration, maintenance and operations. Each expense category is inclusive of staff wages, benefits and taxes, and other necessary expenses to support an in-house transit operation, such as fuel, telecommunications, and maintenance consumables. The two additional expense categories are for the TREP mileage reimbursement program and the vehicle purchasing cooperative procurement activity.

The recommendations of this SRTP include some significant restructuring of service, replacing local fixed-route service with expanded Ready Ride service, and expansions of intercity service on Route 1 along Highway 62. However, these recommendations are designed to be accomplished within the existing number of service hours and resources, with the expectation that operating expenses will continue at current levels.

Adjustments made to transit services that expand the recommended plan will likely increase the overall operating budget and should be reassessed prior to implementation.

In FY 2024, Basin Transit approved an operating budget of approximately $5.4 million, which is an increase of 17% over actual expenses incurred in FY 2023. The five-year forecast includes 3% and 4% increases in inflation for expenses such as wages, benefits, fuel and other consumables that are expected to escalate over time.

The TREP program is expected to increase slightly due to Basin Transit's desire to increase the rate at which it reimburses riders, and the vehicle cooperative procurement is estimated to remain constant with a minor increase in staff time.

Overall, the operating expense for transit services is expected to increase by 18% to $6.6 million from FY 2025 to FY 2029. It is unknown at this point what impact a transition to zero-emission electric buses will have on operating expense, considering increases in energy costs for recharging and maintenance of charging infrastructure, and the cost-savings from reductions in fossil fuel usage.

Operating Revenue

Basin Transit operating revenue plan is built upon revenue projections provided by SBCTA for the five-year SRTP period. These projections are based on current economic conditions and may change based on actual revenue received, changes in the Consumer Price Index (CPI), changes in population, demonstration of need, continuance of appropriations by the state legislature, and success of application submittals for discretionary grants.

A combined funding allocation of almost $4 million for SB 125 TIRCP and ZETCP in FY 2025 provides Basin Transit with a surplus of funds that will offset expenses throughout the five-year period.

Basin Transit is electing to use SB 125 funds for operating expenses as it continues to analyze its needs for zero emission implementation. This decision will preserve the primary operating revenue of LTF funds (73%) that will carry over from year to year.

This can also provide an opportunity to make operational adjustments to find the right mix of services to meet the community's mobility needs.

For this financial plan, the year-to-year carryover is presented in the capital revenue plan, considering that funding for operations is limited and many of Basin Transit's funding sources can only be used for capital projects while ZEB implementation is still on the horizon.

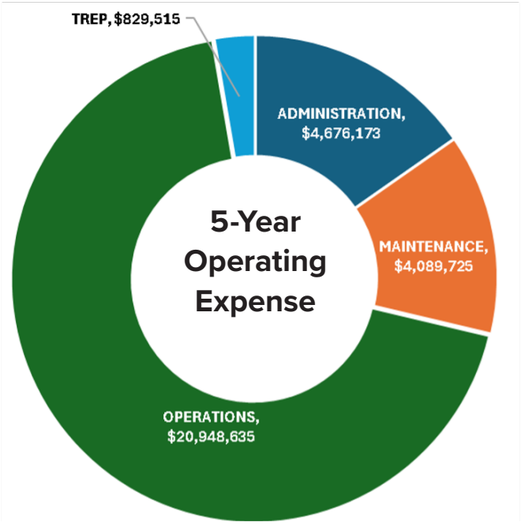


Figure 44: Basin Transit Operating Expense Chart

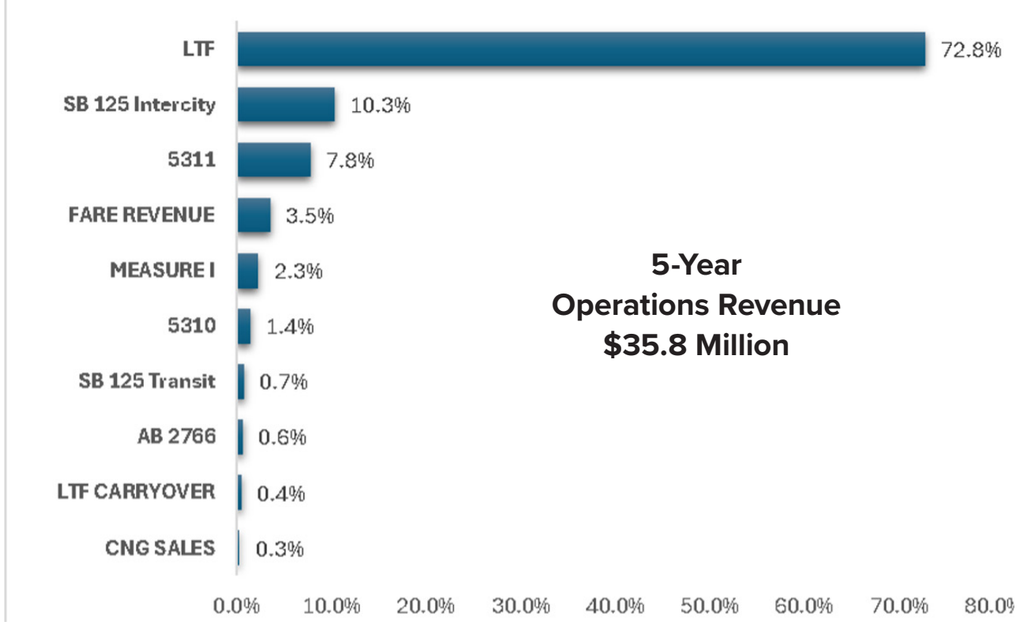


Figure 45: Basin Transit Operating Revenue Chart

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Capital Plan

Capital Funding

The following capital plan provides cost estimates for needed asset investments based on the projection for expected revenue sources. Capital expenditures include vehicle replacement, zero emissions projects, retirement funding, bust stop improvements, facility upgrades, engine overhauls, and technology support.

Capital Expenditure

The greatest expenditure over the 5-year planning period will continue to be the replacement of transit vehicles that have reached the useful life benchmark. The $3.7 million eight (8) vehicle replacement projection considers the transition from combustion powered vehicles to battery electric vehicles, based on the useful life schedule, on a 1:1 vehicle replacement basis.

Transition to battery electric buses may require additional vehicles to maintain current levels of service if the recharge range of electric vehicles is insufficient, before needing to be recharged. This scenario would require the purchase of additional vehicles, and a higher level of expenditure would be incurred.

Basin Transit will be releasing a Request for Proposals in FY 2027 to conduct an analysis of cost implications for ZEB transition, that will include an assessment of vehicle needs, electrification upgrades, and charging infrastructure.

The capital expenditure plan sets aside $1.5 million for upgrades to an inadequate electricity infrastructure and vehicle charging equipment. The fund surplus that will be realized from SB 125 funding could be used to offset any unforeseen costs associated with ZEB transitioning.

Over the next few years, Basin Transit will be purchasing Compressed Natural Gas (CNG) buses as part of their fleet strategy. This decision aligns with current operational needs and is made possible due to a few applicable exemptions provided by the California Air Resources Board (CARB).

Bus stop improvements are increased in this plan to accommodate an anticipated increase in ridership on Route 1, and engine overhauls are expected to decrease once the seven vehicles on back order have been received and placed into service.

Basin Transit will continue to fund retirement and pension trust contributions throughout the five-year period, and operations support for TransTrack data management licensing will slightly increase. The upfront costs for upgrading ITS equipment carry through FY 2028, where the annual licensing requirement begins the following year.

Capital Revenue

Basin Transit has consistently utilized CMAQ funds for the replacement of transit vehicles, an approach that will continue throughout the course of this plan. CMAQ represents 42% of Basin Transit's total capital revenue and will support the majority of new bus purchases in this 5-year plan. The additional funds needed to complete the vehicle replacement plan will be augmented by LTF carryover funds.

Funding for zero emissions projects will be supported by LTF funding rolled over from FY 2023 and carried over from the SB 125 swap for LTF in FY 2024. It is recommended that Basin Transit pursue LTF Article 3 funds through SBCTA's biennial call-for-projects to cover most of the costs of bus stop improvements which will free up other capital funding for ZEB transition activities.

CAPITAL EXPENDITURE	AMOUNT	% OF TOTAL
REPLACEMENT VEHICLES	$3,695,173	40%
CERBT/CEPPT Trust	$1,451,940	16%
ZERO EMISSIONS PROJECTS	$1,450,000	16%
BUS STOP IMPROVEMENTS	$1,230,000	13%
FACILITIES	$400,000	4%
ENGINE OVERHAULS	$325,000	4%
OPERATIONS SUPPORT	$320,000	4%
SHORT RANGE TRANSIT PLANS	$150,000	2%
INTELLIGENT SYSTEMS	$120,000	1%
TOTAL	**$9,142,113**	

Figure 47: Basin Transit Capital Expenditures

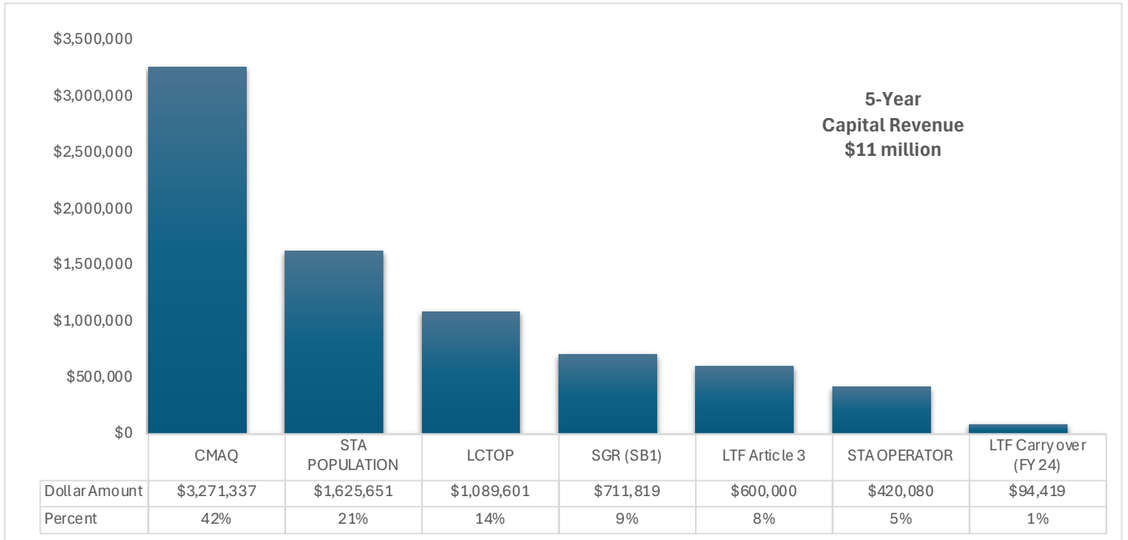


Figure 46: Basin Transit's Capital Revenue

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

5-Year Operating and Capital Financial Plan

OPERATING PLAN	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
OPERATING REVENUE						
FARE REVENUE	245,950	250,000	250,000	250,000	250,000	250,000
5311 OPER ASST	555,516	555,516	555,516	555,516	555,516	555,516
LTF OPS SUPPORT	4,001,456	5,279,722	5,161,608	5,187,416	5,213,353	5,239,420
LTF CARRYOVER						218,233
MEASURE I	153,100	153,100	157,218	161,809	166,340	172,162
5310 TREP		62,010	100,000	100,000	125,000	125,000
SB 125 Intercity		3,693,476				
SB 125 Transit		246,734				
AB 2766	40,000	40,000	40,000	40,000	40,000	40,000
CNG SALES	16,693	17,528	18,404	19,324	20,290	21,305
TOTAL OPERATING REVENUE	**5,012,715**	**10,298,086**	**6,282,746**	**6,314,065**	**6,370,499**	**6,621,636**
OPERATING EXPENSE						
ADMINISTRATION	863,462	859,049	896,168	934,242	973,308	1,013,407
MAINTENANCE	772,078	782,531	780,812	810,521	841,514	874,347
OPERATIONS	3,636,080	3,851,597	4,001,575	4,178,626	4,362,955	4,553,882
TRANSP REIMB ESCORT PRGM (TREP)	114,526	119,515	175,000	175,000	180,000	180,000
TOTAL OPERATING EXPENSES	**5,386,146**	**5,612,692**	**5,853,555**	**6,098,389**	**6,357,777**	**6,621,636**

Figure 48: 5-year Operating Plan

CAPITAL PLAN	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
CAPITAL REVENUE						
CMAQ	904,072		689,078	245,067		2,337,192
LTF Article 4	1,278,266		89,277	31,751		302,808
LTF Article 3			150,000	150,000	150,000	150,000
LTF Carry over		94,419				
STA OPERATOR	84,016	84,016	84,016	84,016	84,016	84,016
STA POPULATION	290,340	425,651	300,000	300,000	300,000	300,000
LCTOP	164,762	250,553	209,762	209,762	209,762	209,762
SGR (SB1)	136,782	136,782	139,518	142,308	145,154	148,057
Carryover			5,057,150	4,657,498	4,853,873	4,422,332
TOTAL CAPITAL REVENUE	**2,858,238**	**991,421**	**6,718,801**	**5,820,402**	**5,742,805**	**7,954,167**
CAPITAL EXPENSE						
OPERATIONS SUPPORT		60,000	60,000	65,000	65,000	70,000
CERBT/CEPPT Trust	290,388	290,388	290,388	290,388	290,388	290,388
ENGINE OVERHAULS	100,000	90,000	50,000	55,000	60,000	70,000
REPLACEMENT VEHICLES	1,164,329		778,355	276,818		2,640,000
INTELLIGENT SYSTEMS	900,000					120,000
SHORT RANGE TRANSIT PLANS	100,000				150,000	
ZERO EMISSIONS PROJECTS	246,734		1,000,000	200,000	150,000	100,000
FACILITIES	84,081		100,000	100,000	100,000	100,000
BUS STOP IMPROVEMENTS	219,440	150,000	240,000	260,000	280,000	300,000
TOTAL CAPITAL EXPENSES	**3,104,972**	**530,388**	**2,458,743**	**1,182,206**	**1,030,388**	**3,620,388**
TOTAL ALL REVENUE	**7,870,953**	**11,289,507**	**13,001,547**	**12,134,467**	**12,113,305**	**14,575,802**
TOTAL ALL EXPENSES	**8,491,118**	**6,143,080**	**8,312,298**	**7,280,595**	**7,388,165**	**10,242,024**

Figure 49: 5-year Capital Plan and Total Revenues & Expenses

05.29 (12008 : Basin Transit Short Range Transit Plan) Attachment: Basin_Short Range Transit Plan FINAL 2025.

Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock



8 Network Alternatives

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Service Goals and Key Policy Decisions

Major Findings

Throughout the technical analyses and public outreach activities that we conducted to prepare this plan; we discovered three themes that are key to reorganizing Basin Transit's system to better meet the mobility needs of its growing service area.

- We heard from stakeholders and the community a desire for additional service hours in the evening and on weekend days, more service to regional destinations, and more frequency of service, but also a desire to cover areas that do not currently get service.
- We learned from the analysis of transit markets that Basin Transit operates in a vast and challenging service area. However, the area contains active urban centers with significant concentrations of residents that could use transit, with many important destinations along or accessible from one key corridor – Highway 62, and with commute patters that show latent demand for regional connections.
- We learned from the analysis of performance that Basin Transit has had declining productivity and cost-efficiency metrics in the last 10 years (since well before the COVID-19 pandemic). The system needs to boost ridership and, to achieve that, make its service more attractive for travel to increase its relevance as a mobility option in the community.

SRTP Goals

Based on these findings, the main goals of this SRTP are to increase system ridership, improve productivity and cost-efficiency metrics, and adjust the system to shift its balance from a service that is highly focused on providing geographic coverage to a service that is more focused on providing service that generates ridership.

Shifting the balance toward generation of ridership will help attracting more riders onto the system. More passengers will improve productivity metrics, such as the number of boardings per revenue hour, and that will improve cost-efficiency metrics, such as the cost per boarding and fare recovery ratio.

Key Policy Decisions

To generate more ridership, Basin Transit needs to make the service more attractive for travel and increase its relevance as a mobility option in the community. That will require making a few policy decisions about network design and allocation of resources to provide service. This SRTP proposes the following strategic decisions to make Basin Transit services more convenient and useful for residents of the Morongo Basin.

- **Geographic Coverage of Service.** Reduce and define with a clear boundary the extent of the service areas that are provided with coverage service such as Ready Ride. The current Ready Ride service areas are not clearly defined which make them hard to enforce, and difficult to establish limits to service trips to outlying areas that are very costly and take away resources that could be spent, for instance, on more Ready Ride service in urban areas with higher residential and employment density.
- **Time of Day Coverage of Service.** Except for Route 1, Basin Transit services are generally not available on weekdays after 5:00 pm and on Saturday and Sunday. While Ready Ride is generally not available after 3:00 pm on weekdays. This is a significant limitation to use service. Therefore, the plan seeks to reallocate resources spent in coverage service to invest in additional service hours on weekday evenings and weekend days, on local and regional routes, that will make the system more usable and convenient for more people and destinations.
- **Connectivity of Services.** Provide timed connections between all Basin Transit services at key centralized locations such as the Yucca Valley and Twentynine Palms Transit Centers. Timed connections are critical to extend the reach of the transit network and provide everyone with access to all services and destinations, even if trip times are limited. Timed connections between regional commute, fixed-route, and on-demand services will improve the ability of residents to travel across the basin and the region, connecting distant locations, such as Twentynine Palms and Morongo Valley or Yucca Mesa and Palm Springs, with just one transfer.
- **Regional Connectivity.** Regional travel patterns show that there is latent demand for transit service between the Morongo Basin and Palm Springs. The plan seeks to increase the frequency of service to Palm Springs, on weekdays and weekend days, to connect with the SunLine transit system and provide more travel options for residents to access jobs, services, and recreational opportunities in the Coachella Valley.
- **Overlap and Customization of Services.** Neighborhood shuttles fill gaps in service on Route 1's market, along Highway 62 and Adobe Road, and they overlap with Ready Ride service in residential areas of Yucca Valley and Twentynine Palms. This duplication is triggered by the customization of Ready Ride service to seniors and persons with disabilities that live in areas also served by neighborhood shuttles, but it results in an overinvestment of resources to areas of low demand. The SRTP proposes to eliminate duplications of service and use those resources to increase service hours and frequency on Ready Ride, Intercity and Commuter services, that will make Basin Transit more attractive and useful for a larger number of residents.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Network Design Strategies

Basin Transit's current system spends about 63% of operational resources on services providing coverage and 37% on services dedicated to ridership. Based on the afore mentioned policy choices this SRTP proposes two network alternatives that share the following service design strategies and investment priorities:

Eliminate One-Way Neighborhood Shuttles Loops and Combine with Ready Ride Service.

Neighborhood Shuttles 7A, 7B, 3A, and 3B overlap with Ready Ride service in Yucca Valley and Twentynine Palms. Neighborhood Shuttles are tasked with providing ADA complementary service through deviations from fixed-route service by advanced reservation, while Ready Ride services are tasked with providing demand response service to seniors and individuals with physical disabilities also by advanced reservation. In other words, the services not only overlap on the areas they serve but also on their mission.

Since the services share the goal of providing flexible service to low-density residential neighborhoods, and the resources that are available for their operation are limited, they end up splitting resources and providing a service that is only available on weekdays up to 3:00 pm and 5:00 pm, respectively. Therefore, the recommended service strategy is to eliminate Neighborhood Shuttles in Yucca Valley and Twentynine Palms neighborhoods and use these resources to expand service hours on Ready Ride, for instance by adding Saturday service, to provide a service that is more flexible and responsive to the needs of the community.

This change will not only reduce duplication of service but also simplify the network and its fare structure. Ready Ride's fare includes a transfer to Route 1, while Neighborhood Shuttles do not include a transfer and are priced at one-half the fare of Route 1. The change will also reduce the need to deviate Route 1 to comply with ADA regulations, by relying on Ready Ride to provide ADA service for a longer period of the day and the weekend.

Contain Ready Ride Service Areas.

Ready Ride service areas are currently loosely defined. They are mostly enforced by the dispatch department through scheduling practice but not by a defined boundary. Establishing a clear boundary is a best practice for two reasons:

- The boundary can define an area where the service can be provided more frequently, like every hour or every half-hour, and vehicle trips shared with more people, improving both the responsiveness and productivity of service.
- The boundary helps establishing the fare structure with more clarity and enforcing a premium fare for those trips that are starting or ending outside of it. This also helps disincentivizing the use of Ready Ride for trips that are more expensive to provide and more difficult to share, which result in a loss of productivity.

Ready Ride currently serves an area of about 12 square miles in Yucca Valley (RR 30 and RR 31), Joshua Tree (RR 50), and Twentynine Palms (RR 34), Monday to Friday, and limited trips twice a week to larger outlying areas in the Morongo Valley, Sunfair Heights, Desert Heights, and Wonder Valley. The recommended service strategy is to define a boundary of not more than 12 square miles around Yucca Valley, Joshua Tree, and Twentynine Palms, and add new service hours to these zones only.

This will increase the frequency of service of Ready Ride in areas of higher residential and employment density, where it can be more responsive and effective in meeting mobility needs of neighborhoods that are beyond walking distance of Highway 62.

Operate Ready Ride as a Microtransit and Comingled Service.

Currently, Ready Ride service is scheduled through a manual "pencil and paper" process where riders call in to request a trip and dispatch writes down in cards, that then are grouped together in logical routes and used to develop driver schedules for each day of service. This method results in very efficient route schedules when dispatchers have deep knowledge of the service area and its challenges, which is the case at Basin Transit. But it is limited in scale and can only produce so many schedules in the day, especially if the method relies on paper trail and entering information by hand. The combination of limited hours of service and paper trail recording ends up limiting the capacity of the system to provide service to more riders. Therefore, the recommended service strategy involves three actions:

- Migrate the scheduling and tracking of service information to a software platform that allows dispatcher and driver to follow and modify the route in real-time, while producing a full record of each trip that includes actual pick-up and drop-off times, locations, and time and distance traveled. This will allow for dynamic adjustment of service operations on the day of service, while maintaining a full record for ex-post evaluation.
- Operate the system as a micro-transit service that is truly on-demand, where riders can request a trip on the same day, at a moment's notice, via a smartphone app, call center or website, as long as it is completely within the newly defined service boundaries.
- Open the service to all within those boundaries and comingle trips between regular passengers (youth and adults), seniors, and individual with disabilities. Additional service hours that will be invested in the system plus the higher level of responsiveness of micro-transit software and smartphone technologies, will allow the service to not only provide rides to seniors and individuals with physical disabilities, but also to all members of the community.

Because operational resources are limited and because the intent is to emphasize the generation of ridership, the micro-transit service will be an extension of the fixed-route service. This means that Ready Ride service will be tethered to a few key locations, such as the Yucca Valley Transit Center, Twentynine Palms Transit Center, Walmart, Stater Bros or the Kickapoo Park and Ride, where it will have timed connections with Route 1 and other fixed-route services. In practice, this means that Ready Ride will have a timed connection with other services at least once per hour, and that it will provide flexible on-demand routes inside the community, that will regularly connect with the larger system, to increase access to opportunity and travel across the region.

An exception to this rule will be trip requests for those that are ADA certified, which according to ADA regulations are entitled to a service that is comparable to fixed-route service within three-quarters of a mile of fixed-route service. Demand response trips to individuals with disabilities would still be provided curb to curb, across the region, for those who meet these conditions.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Design Service Schedules to Connect with Intercity and Regional Services.

Fixed route schedules, in particular, Routes 1 and 12 will be adjusted to provide regular hourly or bi-hourly service to ensure timed-connections at designated transfer points, between Ready Ride, Intercity, and Regional Commute services, and ensure continued travel across the region on one transfer, from any place in Basin Transit's service area.

Route 1 is the backbone of Basin Transit's system. It runs on Highway 62 between Yucca and Twentynine Palms, connecting communities across the basin, and providing direct access to jobs and quality of life opportunities. The goal of network alternatives is to consolidate its schedule on weekday evenings, and expand its hours of service on Saturdays, to provide a consistent schedule that people and the system can rely on to access opportunities.

Route 12 is the main connection between the Morongo Basin and the Coachella Valley, with the service providing a direct link between Yucca Valley, Morongo Valley, and Palm Springs. However, the service operates only 3 round trips Monday to Friday, and without reliable timed connections to Route 1.

The main recommendation is to duplicate the number of round trips on Route 12, from 3 to 6 roundtrips on weekdays, add new service on Saturday (6 or 7 roundtrips), and provide timed connections with Route 1 on all trips. This will result in two big benefits for the network:

- There will be many more travel time options for travel between Yucca Valley and Palm Springs, in both directions of travel, 6 days per week (Monday to Saturday). Sunday service will be provided by Route 15 (see below).

  This will allow many more residents and workers to travel "down the hill" for all types of jobs, whether traditional and non-traditional work shifts, and for all types of trips, whether recreation, shopping, health-care, and higher education, or simply to connect with other regional services such as SunLine, Bolt Bus and Amtrak service.

- There will be many more days of service between Yucca Valley and Morongo Valley, with many travel time options each day in both directions of travel. This will eliminate the need for Ready Ride service (RR 36) to Morongo Valley, which operates twice a week only, and will increase access of Morongo Valley residents to Yucca Valley and Palm Springs.

Route 15 is a Super Route that combines the current Routes 3A, 1, and 12, and provides a limited-stop express service between the Twentynine Palms MCAGCC and the Palm Springs Airport. It currently provides 2 rounds trips on Saturday and Sunday, and 1 round trip Friday evenings. The recommendations for Route 15 include three service changes:

- Do not provide service on Saturday. The additional service hours and trips on Routes 3A, 1, and 12 will provide sufficient frequency and coverage for all residents of the basin, including MCAGCC members, to travel across the basin and to Palm Springs.

- Use the Saturday service hours to increase service on Sunday to 6 round trips (three times more than current) to provide more travel options during the day, for a larger number of possible trips, that will be more useful and attractive to a larger number of people.

- Add a few more stops to the route to allow access to more people to reach destinations across the basin and the region, when Route 1 is not in service.

There are also two additional considerations that require further evaluation, beyong this SRTP. Evaluating whether increased hours of service on Routes 3A, 1, and 12, can replace the Friday evening roundtrip on Route 15, and evaluating whether the current fare structure of Route 15 needs change to attract more users to the modified service.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)
Packet Pg. 208

Alternative 1

Overview

The main goal of Alternative 1 is to consolidate Route 1 as the backbone of Basin Transit's network, by creating a single and continuous route to travel between the Twentynine Palms Marine Base and the Kickapoo Park and Ride in Yucca Valley.

An additional goal of Alternative 1 is to increase service to Morongo Valley and Palm Springs via Route 12, by adding trips to provide more frequency through the day and by providing timed connections with Route 1 on all trips, to allow for seamless travel across the region, from Twentynine Palms to Palm Springs.

Also, Alternative 1 proposes to modify the operation of Ready Ride service to function as an on-demand "micro-transit" service but providing timed connections with Route 1 at designated transfer points, with the purpose of extending the coverage of Route 1 with Ready Ride acting as a feeder to the fixed route network.

These changes will create a continuous and connected service network that will reduce transfers for anyone traveling within the Morongo Basin, to none if living within walking distance of the Highway 62 corridor, and to just one transfer for those living away from Highway 62 and connecting to Route 1 via Route 21 or Ready Ride service.

The following paragraphs provide a more detailed explanation of the proposed changes.

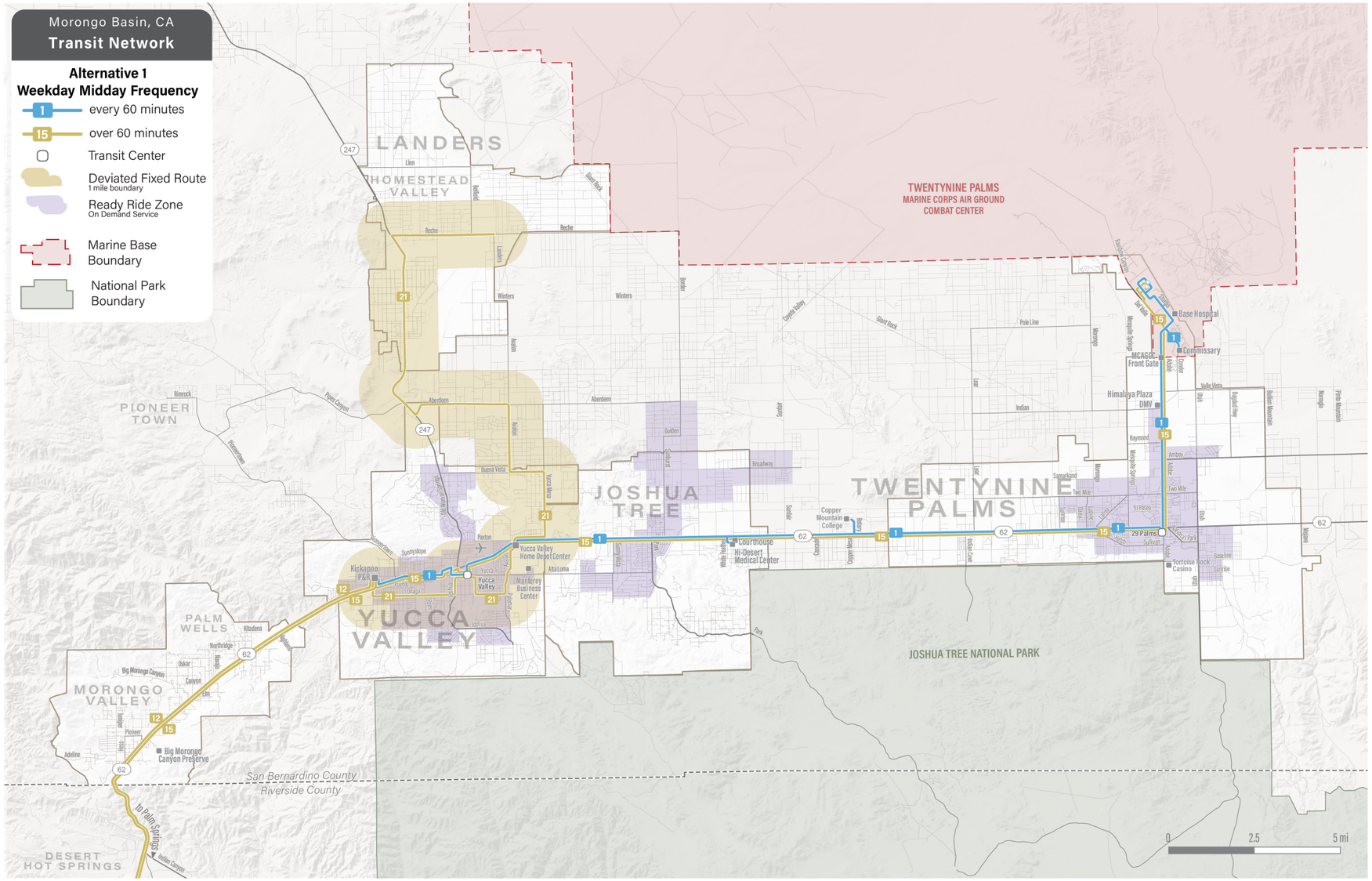


Figure 50: Alternative 1 - Network in the Basin

Route 1

The biggest change to Route 1 is adopting the alignment that it is used on Saturday as the alignment of Route 1 every day of the week that the service is in operation. The frequency of service will remain hourly from 6:00 am to 10:00 pm, but providing more consistent frequency on

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

weekday evenings, closing the gap in service that currently exists at 6:00 pm.

In Yucca Valley, the route will run on Highway 62 from Kickapoo Park and Ride to Yucca Mesa Road but deviate off Highway 62, to serve the Yucca Valley Transit Center on Yucca Trail, via Joshua Lane and Airway Avenue.

Route 1 will keep the current deviations off Highway 62 to the Hi-Desert Medical Center and Copper Mountain College on its way to the Twentynine Palms Transit Center. From there it will head north on Adobe Road past the city limit and into the Marine Base. Route 1 will follow a simplified routing while on base that minimizes right-hand turns and provides a more convenient route for travel inside the base, from residential blocks in the north end to the Commissary in the south end, before returning to Adobe Road and the Twentynine Palms Transit Center.

Operating Route 1 along Adobe Road provides more direct access to neighborhoods and connectivity to important destinations in the City of Twentynine Palms such as The Plaza and the DMV office. City residents will be able to travel between Stater Bros Market and the DMV office on a single route.

The changes to Route 1 will not only offer a one-seat ride across the Morongo Basin but focus service on the communities where activity density is the highest and more riders are likely to use the service. Additionally, the extension of Route 1 to the Kickapoo Park and Ride and route changes inside the base, will create a more efficient scheduling cycle that will only require 3 vehicles for its operation.

The proposed alignment is currently served by Routes 7A and 7B, Route 1, and Route 3A, utilizing 4 vehicles for its operation. Utilizing one fewer vehicle saves resources that are reinvested in other parts of the network, such as providing Ready Ride service on Saturday.

Route 21

The existing alignment of Route 21 is a large 40-mile long “figure 8” loop that is operated in one direction only, Monday to Friday, from Yucca Valley Transit Center to Yucca Mesa, Homestead Valley and Landers. Basin Transit allows deviations of up to 1.5 miles from the route on 4 out of 6 trips, if scheduled one day in advance.

The main change proposed for this route is to eliminate the “figure 8” and operate a consolidated alignment in both directions of travel, from Yucca Valley to Homestead Valley to Landers and back. This will provide riders in Homestead Valley and Yucca Mesa with a more direct travel path to Yucca Valley, and timed connections with Route 1 and regional service to Palm Springs.

The frequency of service will remain every two hours and offering the same 6 round trips that are provided today but with the addition of Saturday service. Because the route will travel a shorter path to and from Yucca Valley, it will also be able to make deviations on all trips, including the first and last trip in the day. However, the proposal is to limit deviations to only 1.0 mile away from the route, to reduce delays and also because a one-mile band around the route will provide coverage to most current users. Any existing customers in outlying areas that lose coverage with these changes can be grandfathered in until they stop using the service.

Changes to Route 21 in Homestead Valley and Landers will permit extending the route along Onaga Trail in Yucca Valley, to connect Walmart with neighborhoods south of Highway 62 with a direct two-way service. Route 21 will first connect with Route 1 at Walmart and last

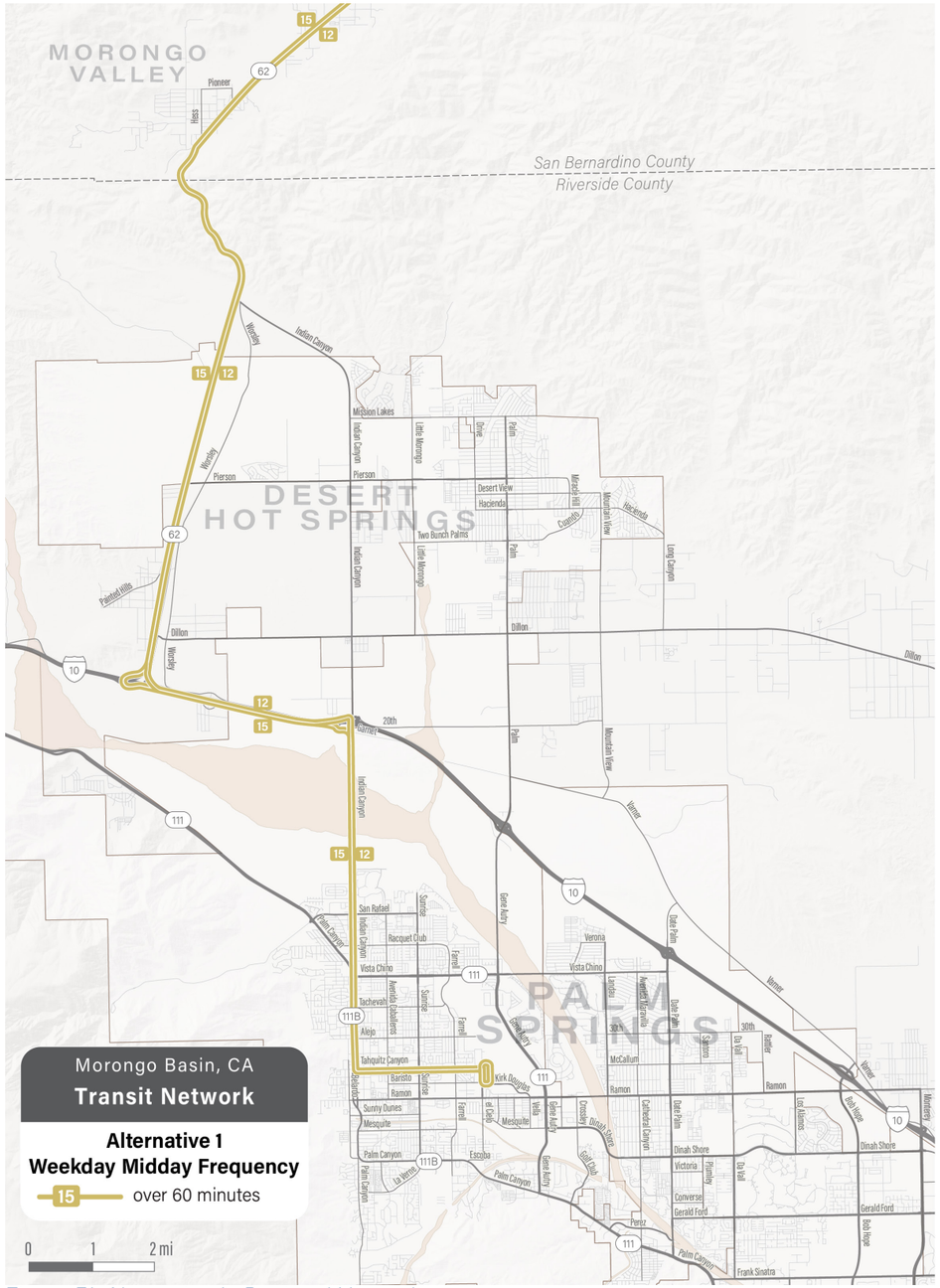


Figure 51: Alternative 1 - Regional Network

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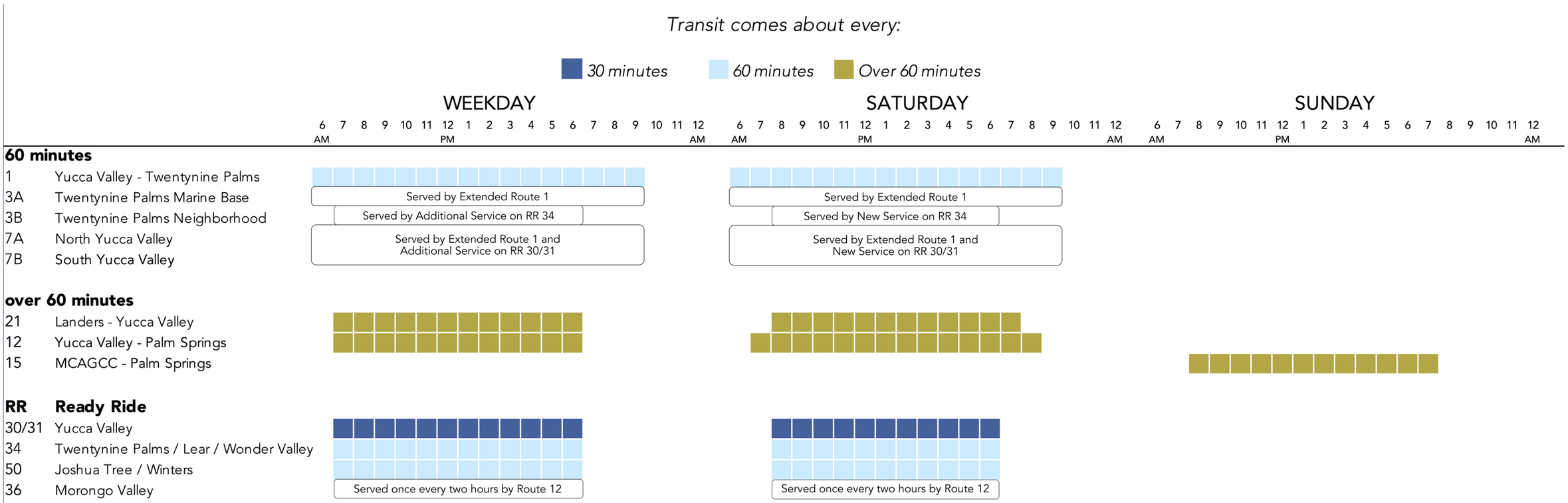


Figure 52: Alternative 1 -Frequency Chart

at the Kickapoo Park and Ride, so the proposal is to time connections with Route 1 at Walmart and with Route 12 to Palm Springs at the park and ride. These changes will ensure that Yucca Valley High School and communities south of Highway 62 get enough service and connections to the network. They will also reduce excessive demand pressure off the new Ready Ride micro-transit service.

Ready Ride

Ready Ride will operate as a micro-transit service in three zones of not more than 12 square miles in Yucca Valley, Joshua Tree, and Twentynine Palms, see Figure 50. There will be two vehicles providing service to Yucca Valley (RR 30 and RR 31), one vehicle providing service to Joshua Tree (RR 50), and one vehicle providing service in Twentynine Palms (RR 34), same as today, but the hours of service will be expanded on weekday evenings, and on Saturdays, to make the service more attractive and a better alternative for travel than the current Neighborhood Shuttle routes.

Ready Ride micro-transit service will be contained within each zone and not allowed to travel between zones, as it does today between Joshua Tree and Yucca Valley. Instead, Ready Ride service will be tethered to one stop along Route 1, within each zone, that will provide a timed connection to travel across the Morongo Basin on the Intercity Highway service.

These changes in operation will contain the service within each zone allowing it to provide service more effectively with limited resources. The size of each Ready Ride zone will make it possible to complete dynamic routes through neighborhoods, to and from transit centers or other key locations, within one hour, to more effectively connect with and extend the reach of the fixed-route network. Additional service hours will allow the service to provide better coverage through the day and the week and increase its capacity to meet additional mobility needs.

Routes 12 and 15

Routes 12 and 15 will continue providing regional commute service on their current alignment but with the following changes:

- Route 12 will increase its service from 3 roundtrips to 6 roundtrips, Monday to Friday. This will allow operating a consistent frequency of service every two hours, from 7:00 am to 7:00 pm.
- Route 12's service will be expanded to run on Saturday, with one additional roundtrip (7 total), to provide service from 7:00 am to 9:00 pm, also every two hours.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Route 12's Saturday service will replace Route 15's service.

- Route 15's service hours on Saturday will be re-invested to provide additional service on Sunday. This will allow Route 15 to provide 4 more roundtrips on Sunday (6 total) and provide service from 8:00 am to 8:00 pm, every two hours.

These changes will create a regular connection, and consistent frequency of service, every two hours and 7 days per week, between all cities and census designated places in the Morongo Basin with Palm Springs and the Coachella Valley.

These changes respond not only to observed latent demand, but also to the feedback received during community outreach activities. Community survey responses, conversations with senior citizens and students, and talks with college and Marine Base representatives, emphasized the need for a reliable connection to Palm Springs throughout the week, and especially on weekends, to access jobs, services, and recreational opportunities.

Frequency of Service

Community feedback and the analysis of Fixed Route and Ready Ride services on Chapter 3 and Chapter 4, identified gaps in service in the early morning and late evening, Monday to Friday, and a significant gap in service on Saturday and Sunday. The service changes described for Alternative 1 seek to fill these gaps and improve the frequency and availability of service, to make the system more effective in providing a convenient mobility option to the community. Figure 52 shows the frequency and availability of service that can be achieved with the changes recommended in Alternative 1.

- **Route 1:** Provides hourly service from 6:00 am to 10:00 pm, Monday to Friday, and hourly service from 7:00 am to 10:00 pm on Saturday, from the Twentynine Palms MCAGCC to the Kickapoo Park and Ride.
- **Routes 3A, 3B, 7A, and 7B:** Eliminate Routes 3A, 3B, 7A, and 7B, and replace with additional service on Ready Ride services RR 30 and 31 in Yucca Valley, and RR 34 in Twentynine Palms. Also replaced with Route 1 extension to MCAGCC along Adobe Road (Routes 3A and 3B), and extension to Kickapoo Park and Ride along Highway 62 (Routes 7A and 7B).
- **Route 21:** Eliminate "figure 8" one-way loop and consolidate on bi-directional alignment via Yucca Mesa, Buena Vista, Avalon, Highway 247, and Reche, from Yucca Valley Transit Center to Walmart to Landers Post Office. Operate service every two hours from 7:00 am to 7:00 pm, Monday to Friday, and new service on Saturday from 8:00 am to 8:00 pm.
- **Route 12:** Operate every two hours from 7:00 am to 7:00 pm, Monday to Friday, from Kickapoo Park and Ride to Palm Springs Airport. Add new service on Saturday and also operate every two hours, from 8:00 am to 10:00 pm, to connect with Route 1 and Route 21 at the Kickapoo Park and Ride and continue travel across the basin.
- **Route 15:** Operate every two hours from 8:00 am to 8:00 pm, Sunday only. Add stops to provide access to all key destinations on Highway 62, between the MCAGCC and the Kickapoo Park and Ride.
- **Ready Ride Service:** Concentrate Ready Ride service to the three areas of higher demand and density – Yucca Valley, Joshua Tree, and Twentynine Palms. Increase service hours within these areas to provide service every 30 minutes in Yucca Valley, every hour in Joshua Tree, and every hour in Twentynine Palms. Operate service from 7:00 am to 7:00 pm, Monday to Friday, and from 8:00 am to 7:00 pm on Saturday. Operate service on-demand with a dynamic route, using a dense web of virtual stops within each zone, and tethered to one or two key transfer locations to Route 1 and other services.

Resource Requirements

Alternative 1 changes the allocation of operational resources to a 52% focus on ridership and 48% focus on coverage. Service improvements are funded through re-allocation of resources and an increase of 10% in annual vehicle revenue hours, from 33,600 to 37,000.

- **Weekdays:** Service design changes require 3 fewer vehicles for peak operation (9 buses instead of 12). However, vehicle revenue hours are reduced by 4% only. Showing the consolidation of vehicle revenue hours into fewer routes and services.
- **Saturday:** Saturday service is increased by more than 250% with the addition of vehicle revenue hours on all routes and services, requiring 9 vehicles for peak service, like weekdays.
- **Sunday:** Sunday service is increased by 100% to provide travel options through the day on Route 15, which will require 2 vehicles.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Alternative 2

Overview

The goal of Alternative 2 also is to consolidate Route 1 as the backbone of Basin Transit's network, by straightening the current alignment in Yucca Valley and boosting timed connections with regional, local, and Ready Ride services at the Yucca Valley and Twentynine Palms Transit Centers.

Alternative 2 proposes a higher emphasis on regional connections with the addition of service on Route 12 to connect with downtown Palm Springs, and the addition of a new Route 13 that would connect the Yucca Valley Transit Center with a new Mobility Hub in Desert Hot Springs (currently being explored by SunLine Transit Agency). The combination of Routes 12 and 13 will provide frequent service between Morongo Valley and Yucca Valley, while also increasing connections with the SunLine system to travel across the region.

Alternative 2 also proposes to modify the operation of Ready Ride service to function as an on-demand "micro-transit" service that provides timed connections with Route 1 at the Yucca Valley and Twentynine Palms Transit Centers, with the purpose of feeding Route 1 and extending the coverage of the fixed route network.

Alternative 2 acknowledges the difficulties of running Route 1's large buses inside the Twentynine Palms MCAGCC and so it proposes to keep Route 3A to provide that service, through a timed connection with Route 1 at the Twentynine Palms Transit Center. These service changes will create a continuous and connected service network that will concentrate transfers between regional, intercity, local, and Ready Ride services at the existing Yucca Valley and Twentynine Palms Transit Centers. The following paragraphs provide a more detailed explanation of the proposed changes.

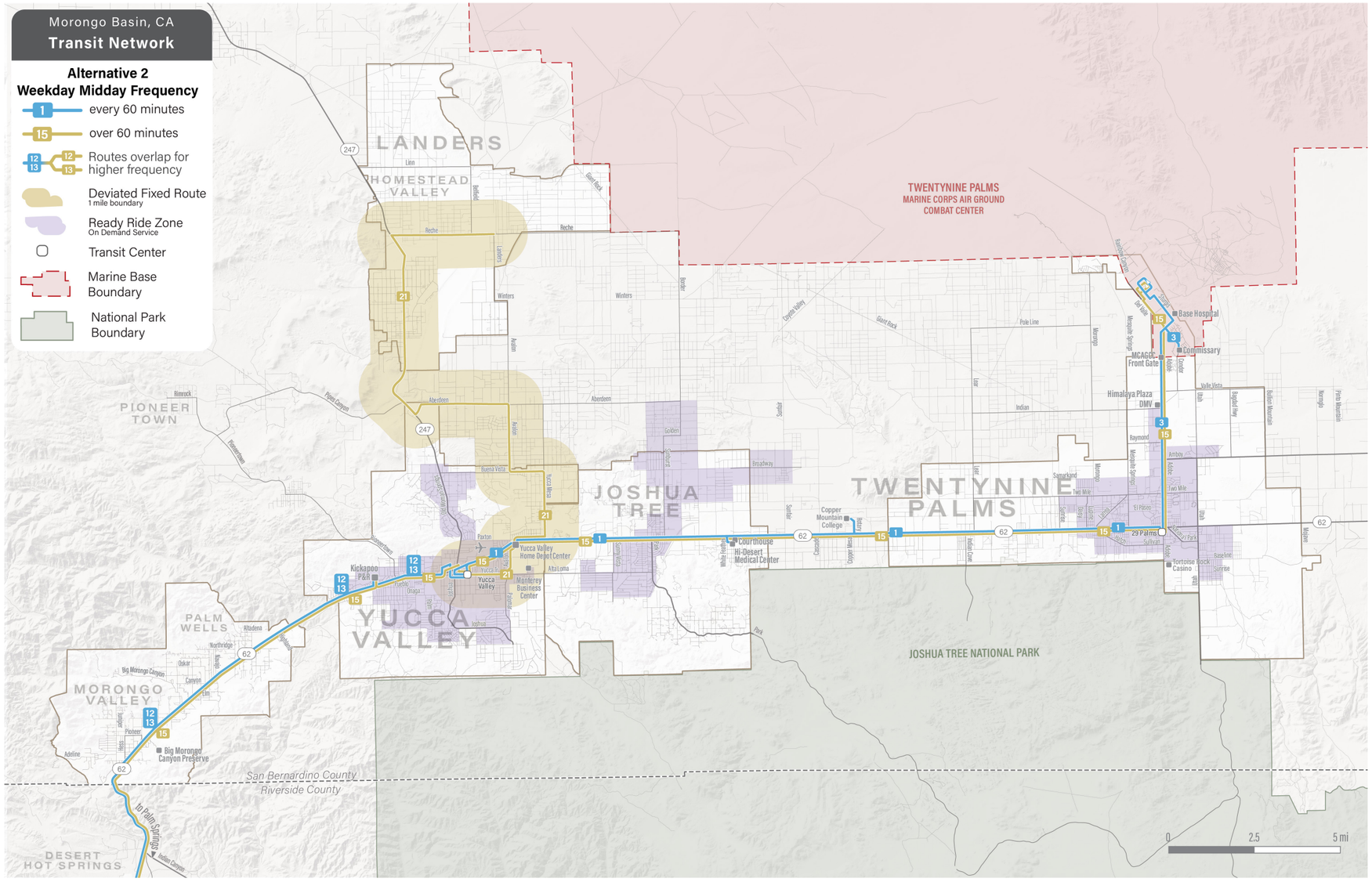


Figure 53: Alternative 2 - Network in the Basin

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Route 1

Route 1 will continue running across the basin from the Yucca Valley Transit Center to the Twentynine Palms Transit Center, as it does today, but with a slightly modified alignment in Yucca Valley to stay on Highway 62 between Walmart and the transit center, on both directions of travel. Currently, Route 1 travels this segment in the eastbound direction only.

Riders continuing their travel along Highway 62 towards the Kickapoo Park and Ride, will need to transfer to other routes at the Yucca Valley Transit Center. Riders continuing their travel along Adobe Road towards the Marine Base, will also need to transfer to other routes at the Twentynine Palms Transit Center.

Keeping Route 1 on this alignment allows for a very efficient hourly schedule cycle that requires two vehicles for its operation. Although this alignment does not save any resources, unlike Alternative 1, the service will still be focused on the communities with the highest concentration of people and jobs, ideally leading to more ridership on the system.

Route 3

With Route 1 ending at the Twentynine Palms Transit Center, and the conversion of Route 3B into Ready Ride service, the current Route 3A will become Route 3. Route 3 will continue providing service along Adobe Road, between the TPTC and the Marine Base and connecting service with Route 1.

Route 3 will follow a simplified routing while on base that minimizes right-hand turns and provides a more convenient route for travel inside the base, from residential blocks in the north end to the Commissary in the south end, before returning to Adobe Road and the Twentynine Palms Transit Center.

By maintaining Route 3 as a separate service, there is more flexibility to adjust hours of service according to demand for travel in and out of the base. Ridership counts (conducted in 2018) show a traditional commute pattern, with trips going into the base in the morning peak and out of the base in the afternoon peak, and very low levels of demand in the middle of the day.

If Route 3 is only needed at peak hour times, the service can be provided for just a few hours each day and the unspent resources used to boost the frequency and capacity of Ready Ride service in Twentynine Palms. On the other hand, operating fixed-route service through the day along Adobe Road, provides more direct access to neighborhoods and better regional connectivity to important destinations in the City of Twentynine Palms such as The Plaza and the DMV Office.

Basin Transit should conduct new ridership counts to assess current demand patterns and decide on the best service option for Route 3.

Route 21

Like Alternative 1, the change proposed for this route is to eliminate the “figure 8” and operate a consolidated alignment in both directions of travel, from Yucca Valley to Homestead Valley to Landers and back. This will provide riders in Homestead Valley and Yucca Mesa with a more direct travel path to Yucca Valley.

With Route 1 ending at the Yucca Valley Transit Center under Alternative 2, Route 21 will also end at this location and provide a timed connection, or “pulse”, with Route 1 and regional service to Palm Springs. The frequency of service will remain every two hours and offering 5 round trips (one fewer than today) but with the addition of Saturday service.

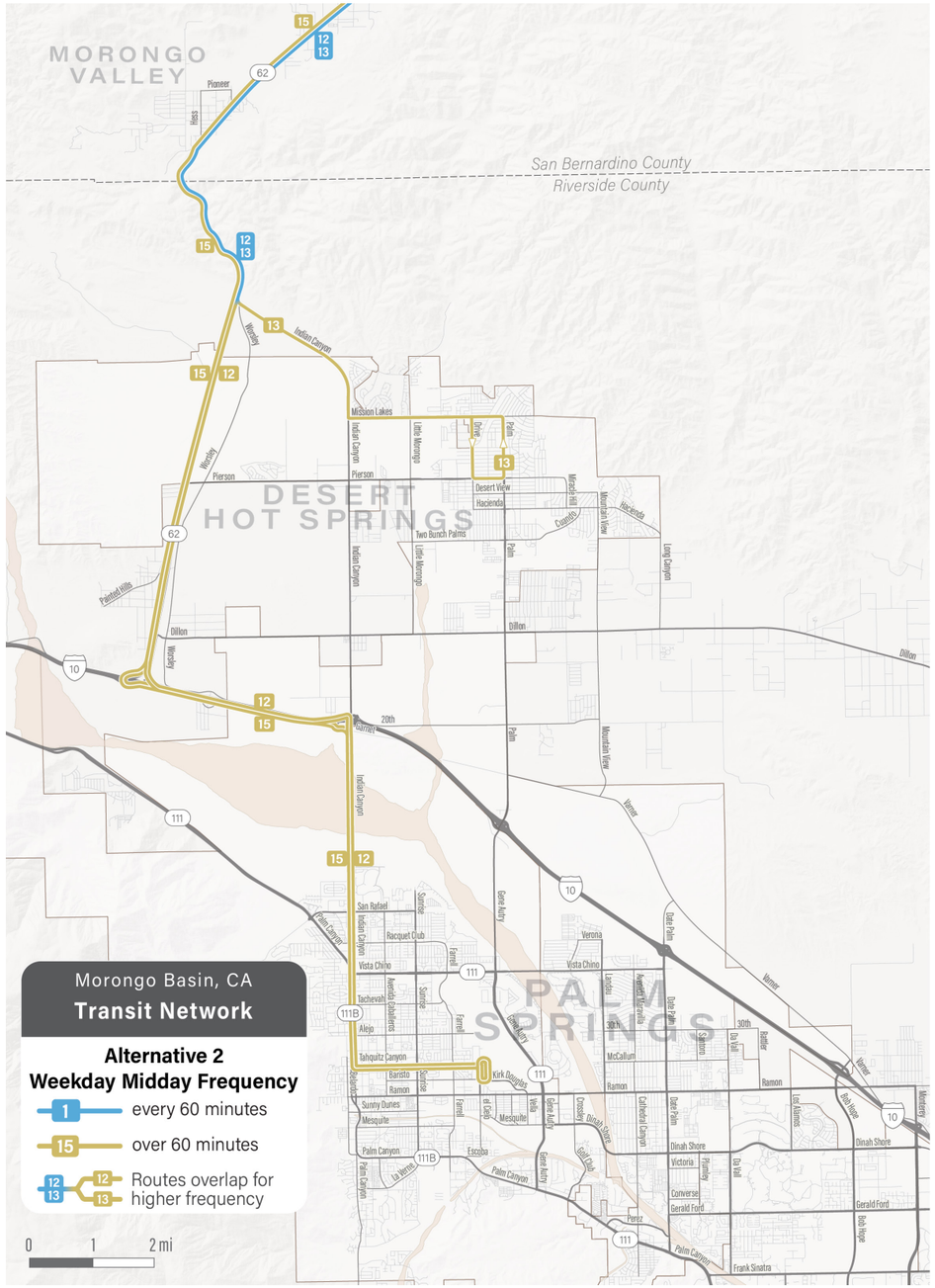


Figure 54: Alternative 2 - Regional Network

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

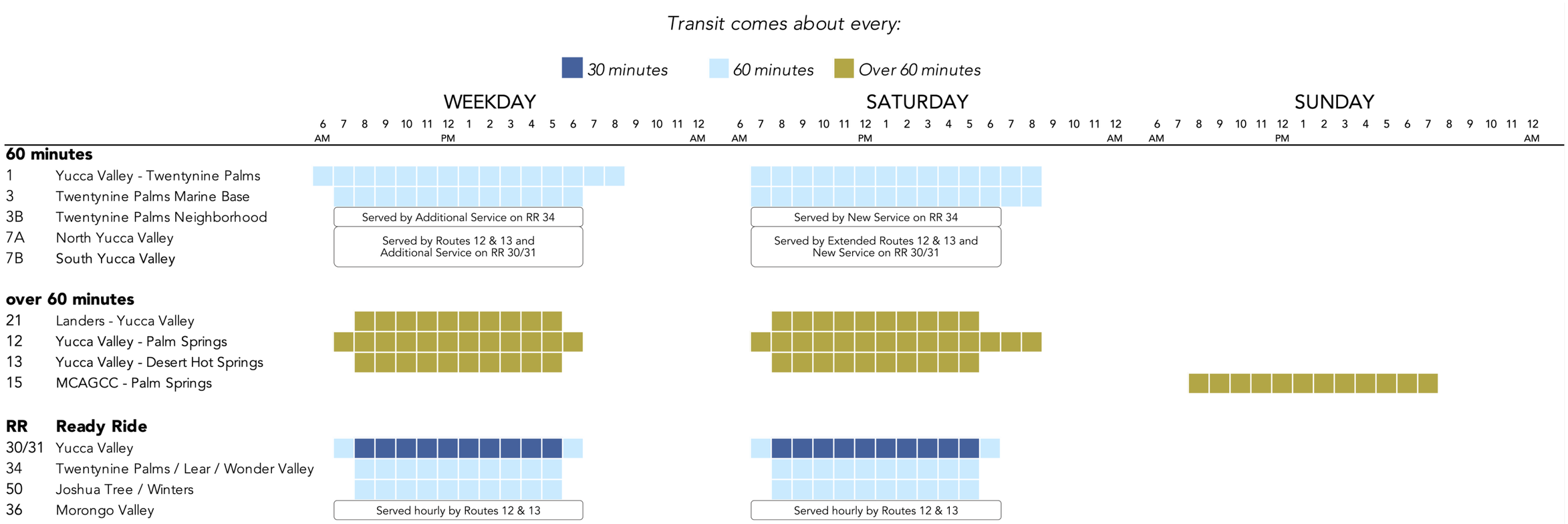


Figure 55: Alternative 2 -Frequency Chart

Because the route will travel a shorter path to and from Yucca Valley, it will also be able to make deviations on all trips, including the first and last trip in the day. However, the proposal is to limit deviations to only 1.0 mile from the route, to reduce delays and also because a one-mile band around the route will provide coverage to most current users. Any existing customers in outlying areas that lose coverage with these changes can be grandfathered in until they stop using the service.

In Yucca Valley, Route 21 will provide a connection between Walmart and Yucca Valley TC via Onaga Trail, but it will not continue to the Kickapoo Park and Ride. This will leave extra time in the route for deviations in the Homestead Valley, or to provide a relief to Routes 12 and 13 which will also run every two hours on a much tighter schedule cycle.

Ready Ride Service

Ready Ride will operate as a micro-transit service in three zones of not more than 12 square miles in Yucca Valley, Joshua Tree, and Twentynine Palms, see Figure 53. There will be two vehicles providing service to Yucca Valley (RR 30 and RR 31), one vehicle providing service to Joshua Tree (RR 50), and one vehicle providing service in Twentynine Palms (RR 34), same as today, but the hours of service will be expanded on weekday evenings, and on Saturdays, to make the service more attractive than the current Neighborhood Shuttle routes.

Ready Ride micro-transit service will be contained within each zone and not allowed to travel between zones, as it does today between Joshua Tree and Yucca Valley. Instead, Ready Ride service will be tethered to one stop along Route 1, within each zone, that will provide a timed connection to travel across the Morongo Basin on the Intercity Highway service.

These changes in operation will contain the service within each zone allowing it to provide service more effectively with limited resources. The size of each Ready Ride zone will make it possible to complete dynamic routes through neighborhoods, to and from transit centers or other key locations within one hour, to more effectively connect with and extend the reach of the fixed-route network.

Additional service hours will allow the service to provide better coverage through the day and the week and increase its capacity to meet additional mobility needs.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Route 12 and 15

Routes 12 and 15 will continue providing regional commute service on their current alignment but with the following changes:

- Route 12 will increase its service from 3 roundtrips to 6 roundtrips, Monday to Friday. This will allow operating a consistent frequency of service every two hours, from 7:00 am to 7:00 pm.
- Route 12's service will be expanded to run on Saturday, with one additional roundtrip (7 total), to provide service from 7:00 am to 9:00 pm, also every two hours. Route 12's Saturday service will replace Route 15's service.
- Route 15's service hours on Saturday will be re-invested to provide additional service on Sunday. This will allow Route 15 to provide 4 more roundtrips on Sunday (6 total) and provide service from 8:00 am to 8:00 pm, every two hours.

These changes will create a regular connection, and consistent frequency of service, every two hours and 7 days per week, between all cities and census designated places in the Morongo Basin with downtown Palm Springs.

Route 13

Alternative 2 proposes a new Route 13 that would connect the Yucca Valley Transit Center with a new Mobility Hub in Desert Hot Springs (that is currently being explored by SunLine Transit Agency). Route 13 will run every two hours on Highway 62 west of the Yucca Valley Transit Center, to the Kickapoo Park and Ride and Morongo Valley. Route 13's schedule will overlap with Route 12's to provide hourly service along Highway 62's commercial corridor in Yucca Valley, to match Route 1's frequency and connections, and it will provide hourly service to Morongo Valley until the intersection of Indian Canyon Road, where Route 13 will turn east to reach the City of Desert Hot Springs.

This proposal creates an additional connection with the SunLine transit system that increases access to regional destinations in the Coachella Valley, such as the Cal State University San Bernardino and University of California Riverside Palm Desert Campuses.

Frequency of Service

The service changes described for Alternative 2 also seek to fill gaps in service on weekday evening and Saturday and Sunday service, and improve the frequency of service, to make the system more effective in providing a convenient mobility option to the community. However, Alternative 2 requires one more vehicle to operate than Alternative 1, which means that the revenue hours that are available for service need to be spread over more vehicles. This results in slightly shorter spans of service on weekday and weekend days for most routes. Figure 55 shows the frequency and availability of service that can be achieved with changes recommended in Alternative 2.

- **Route 1:** Provides hourly service from 6:00 am to 9:00 pm, Monday to Friday, and hourly service from 7:00 am to 9:00 pm on Saturday, from Twentynine Palms Transit Center to Yucca Valley Transit Center. This is one fewer hour of service per day than Alternative 1.
- **Route 3A and 3B:** Keeps Route 3A connecting the Marine Base with the TPTC but eliminates Route 3B. Route 3B is replaced with additional service on Ready Ride service RR 34 in Twentynine Palms. Route 3A becomes Route 3 providing hourly service from 7:00 am to 7:00 pm, Monday to Friday, and 7:00 am to 9:00 pm on Saturday to match Route 1's schedule and provide effective connections to travel between the base, Yucca Valley and Palm Springs.
- **Routes 7A and 7B:** Eliminates Routes 7A and 7B. Replaces with additional service on RR30 and RR 31 in Yucca Valley, and hourly service along Highway 62 between Yucca Valley Transit Center and the Kickapoo Park and Ride, on Routes 12 and 13.
- **Route 21:** Eliminate "figure 8" one-way loop and consolidate on bi-directional alignment via Yucca Mesa, Buena Vista, Avalon, Highway 247, and Reche, from YVTC to Walmart to Landers Post Office. Operate service every two hours from 8:00 am to 6:00 pm, Monday to Saturday, reducing one hour of service on weekdays but adding new service on Saturday.
- **Route 12:** Operate every two hours from 7:00 am to 7:00 pm, Monday to Friday, from Yucca Valley Transit Center to Palm Springs Airport. Add new service on Saturday and also operate every two hours, from 7:00 am to 9:00 pm, to connect with Route 1 and continue travel across the basin.
- **Route 13:** Add new Route 13 to provide service between YVTC and Desert Hot Springs. Operate every two hours from 8:00 am to 6:00 pm, Monday to Saturday. Route 13 will augment service on Highway 62, between Yucca Valley Transit Center and Morongo Valley, and connect with Route 1 at YVTC to continue travel across the basin.
- **Route 15:** Operate every two hours from 8:00 am to 8:00 pm, Sunday only. Add stops to provide access to all key destinations on Highway 62, between the MCAGCC and the Kickapoo Park and Ride.
- **Ready Ride Service:** Concentrate Ready Ride service to the three areas of higher demand and density – Yucca Valley, Joshua Tree, and Twentynine Palms. Increase service hours within these areas to provide service every hour in Yucca Valley, Joshua Tree, and Twentynine Palms. Operate service from 7:30 am to 5:30 pm, Monday to Friday, and from 8:00 am to 6:00 pm on Saturday (one fewer hour of service per day than Alternative 1). Operate service on-demand with a dynamic route, using a dense web of virtual stops within each zone, and tethered to the Yucca Valley and Twentynine Palms Transit Centers to connect with Route 1 and other services.

Resource Requirements

Alternative 2 changes the allocation of operational resources to 55% focus on ridership and 45% focus on coverage. Service improvements are funded through re-allocation of resources and an increase of 9% in annual vehicle revenue hours, from 33,600 to 36,600.

- **Weekdays:** Service design changes require 2 fewer vehicles for peak operation (10 vehicles instead of 12). Showing the consolidation of resources into fewer routes and services. Weekday vehicle revenue hours are reduced by about 5%.
- **Saturday:** Saturday service is increased by more than 260% with the addition of vehicle revenue hours on all routes and services, requiring 10 vehicles for peak service.
- **Sunday:** Sunday service is increased by about 100% to provide travel options through the day on Route 15, which will require 2 vehicles, same as Alternative 1.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)



Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

9 Organizational Review

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Organizational Review

Basin Transit currently has 16 staff members, not including the Coach Operators. Aside from the Director of Procurement, all other roles within the transit agency fall under the General Manager. The General Manager specifically oversees government affairs, financial planning, and management of technology vendors. All other roles and duties are either shared with the Office Manager and Operations Manager or handled by other departments.

Office Roles

The General Manager oversees the Office Manager and the clerks beneath them. With the Office Manager, the General Manager shares the following tasks: marketing, website management, and performance reporting. The rest of the duties are relegated to the Office Manager and the team below them. The main duties the office performs are as follows: TransTrack data entry, QA/QC regarding these data points, accounting, grant management, HR (payroll and benefits), managing board packets and agendas are all roles within the office organization. Graphic design is generally outsourced.

Operations Roles

The General Manager also oversees the Operations Team with the Operations Manager. The two manage all service planning and analysis. There are three branches of operations: Safety and Training, Dispatch, and Mechanic Shop. The rest of the tasks are under one of these three branches in the operations purview, including: the creation of all user information like maps and timetables, HR (workers comp and personnel issues), training, safety management, service scheduling, customer service, and all mechanic or shop related issues. Any technology maintenance and troubleshooting is currently outsourced.

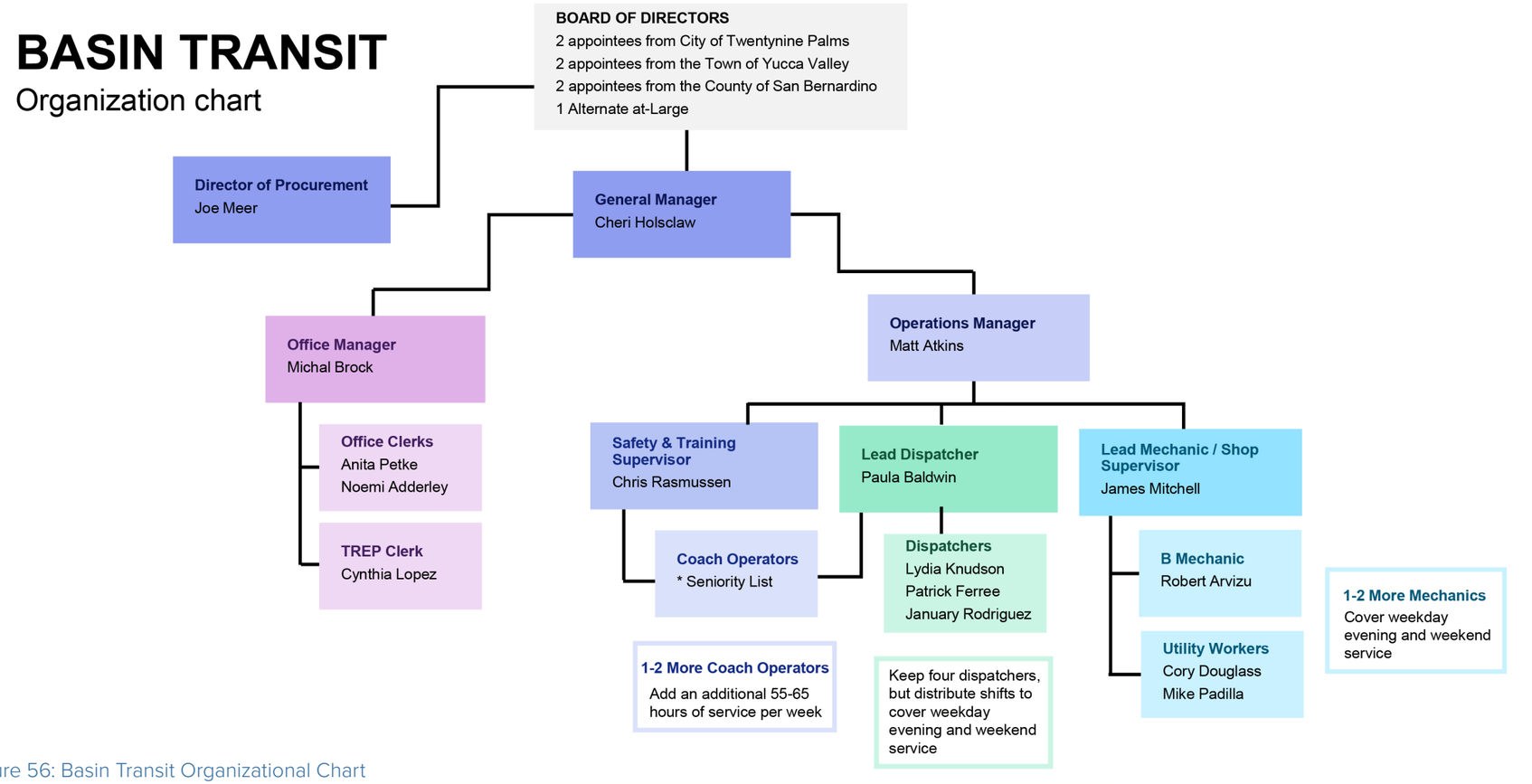


Figure 56: Basin Transit Organizational Chart

Hiring Needs

In order to provide more vehicle revenue miles on the road in the proposed Network Alternatives, 1 or 2 additional Coach Operators would need to be hired in order to fulfill an additional 55-65 hours of service per week. Currently, there are 23 full-time Coach Operators, and 3 part-time on the extra board. The changes would increase full-time operators up to 24-25 drivers.

Currently, all members of the dispatch team staff the call center, do the scheduling of Ready Ride service, and produce driver manifests/ shifts in a manual format. This is a tedious effort that requires each dispatcher to be quite knowledgeable of the Morongo Basin and the capabilities of Basin Transit to fulfill the service requests it receives.

By switching dispatch operations to become software based, the scheduling and management of operations will become more dynamic and maintain a complete record of service. Fewer dispatchers would be needed to staff the office at any given time, but this would allow the same team of 4 dispatchers to staff the office evenly across the week, including new proposed weekday evening and Saturday and Sunday hours.

With longer evening hours on weekday and increased weekend service, Basin Transit would need more mechanics to staff the shop and handle any issues that arise during service hours. Currently there are 4 staff members on this team, and with more strain being placed on the vehicles and longer spans, about 1-2 more mechanics are estimated to be needed to cover this additional need.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)



Reflection of a Joshua Tree in a bus window
Photography by: Aubrey, Adobe Stock

Appendix

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Bus Stop Assessment

Assessment Criteria

In both network alternatives, the focus is on increasing service to areas where there is already demonstrated demand to increase riders' confidence on the system as a transit option. This will generate a higher level of dependability on the system and ideally increased future ridership. The location of bus stops and the physical conditions of bus stops are very important for any transit system, because they provide a point of entry to the service and a point of access to destinations and life opportunities in the city.

Bus stops are one of the two physical manifestations of the availability of service in a city. The only physical clues that potential users have about service are the bus stops and the buses. Once a potential rider has made the decision to use the system, they will spend time walking to/from the bus stop and waiting for the bus. This means that a minimum level of comfort, security and accessibility is necessary for riders to have a good experience when using the service.

With this perspective in mind, the SRTP reviewed the current inventory of bus stops and developed a planning level assessment to establish priorities, with the goal of providing guidance to Basin Transit for phasing the improvement of bus stops included in its program that includes a dedicated line item in the planned capital expenditures for the next 5 years.

The SRTP established the following criteria to phase the improvements of a select group of 21 bus stops that Basin Transit had identified as priorities.

First, assign the highest priority to stops that are located on the main corridor – Highway 62, in the densest parts of Yucca Valley, Joshua Tree and Twentynine Palms, as these stops are the "low hanging fruit" that can be improved quickly and for maximum benefit, strengthening the overall presence of Basin Transit for most users.

Additionally, any stops that already have existing functional infrastructure like sidewalks and signalized crosswalks should be further improved to provide maximum pedestrian comfort, walking access safety, and convenience to access destinations on both directions of travel.

Any stops on the primary corridor, outside the densest parts of Yucca Valley, Joshua Tree and Twentynine Palms, that are near an intersection with at least a crosswalk that provides access to a neighborhood or important destination should receive a higher priority. These stops may need a bit more improvement such as building a sidewalk connection or paving a bus shoulder.

Upgrading these stops to provide a shelter, seating and signage would further strengthen the Basin Transit brand, the perception of transit availability, and provide high ridership benefit.



Figure 57: Bus stop examples - On the left, a stop with minimal presence, and on the right, a sheltered stop with seating, trash receptacle, lighting, signage, sidewalk and curb separation from the road. Ideally, all improved high priority stops would reach this level of amentities.

Alternatives 1 and 2 propose eliminating circulator routes (7A, 7B and 3B), which means that many of the stops on these routes that would have served as a transfer to the primary corridor (Routes 1, 3, 12, and 13), can be removed from the priority list, or at the very least reduced to a select few providing access to important origins or destinations inside neighborhoods, that could be used as gathering points for the operation of Ready Ride as a microtransit service.

These stops could be upgraded from a pole in the ground to sheltered stops, including landing pad and sidewalk connection, for riders whose wait time will be more variable than fixed route riders. These stops are also most likely to need the most attention to make accessible for elderly or disabled riders that live inside neighborhoods. Since many of these stops are located on dirt road shoulders, the expense of adding a concrete pad and other elements to bring the stop into ADA compliance would be substantial. For these reasons, these types of stops will be assigned a lower priority in the short-term plan.

Stops on Route 21 are subject to similar considerations, any stops that are still used on the new routing could be improved, while others off the route would be moved to the lowest priority, or a select few upgraded for Ready Ride users.

The following tables expand upon the existing bus stop assessment (maintained by Basin Transit) with the additional overlay of the proposed networks. This assessment may need to be revisited after the Ready Ride service zones are defined with clear boundaries and converted to a microtransit operation.

An additional re-assessment may be needed for the stops along Adobe Road, included as an extension of Route 1 in Alternative 1 and as part of Route 3 in Alternative 2. Currently, and in these proposed networks, it is necessary for non-military riders to alight before entering the Base and re-board after the bus has left the Base. Therefore, a strong argument can be made for adding a more significant transit stop, bus turnaround, or perhaps transfer location, near the Himalaya Plaza at Adobe and Indian Trail that is more convenient for local riders and bus operations going into the base.

Prioritization Guidelines:

The SRTP divides the selected list of 21 stops in four priority improvement groups that include:

- **Category 1.** The stops with highest priority for improvement that will strengthen transit's presence on the existing Highway 62 corridor (Route 1). These are expected to make the most impact in higher activity density areas with existing pedestrian infrastructure.
- **Category 2A.** These are located in lower density stretches along Highway 62 (Routes 1 and 3) and include stops that are nearest to a desirable location or an intersection, and could be improved on both sides of the street.
- **Category 2B.** These are stops on Route 21 or stops along Highway 62 (Routes 1, 3, and 12) that are further from development or established pedestrian infrastructure.
- **Category 3.** These are stops on the current Routes 7A, 7B and 3B that are recommended for elimination, but that could be reconsidered later, to serve as collector stops for the Ready Ride service, which the SRTP recommends be operated with a series of virtual stops to pool people at intersections and reduce deviations into individual addresses, to increase efficiency.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

	Stop		Alt. 1 Fixed Routes	Frequency	Transfer Opportunity (shared stop)	Infrastructure Potential (crosswalk)	City Center	Desirable Location or Nearby Intersection	Rating	
1.	Hwy 62	@ Sunfair	1, 15	60 min	Y	N	N	Y - Sunfair	2A	*Pair #10*
2.	Hwy 62	@ Cascade	1, 15	60 min	Y	N	N	Y - Cascade	2A	*Pair with #9*
3.	Hwy 62	@ Sierra	NA						3	
4.	Hwy 62	@ Monte Vista	1, 15	60 min	Y	N	N	Y - Lear	2A	
5.	Hwy 62	@ Valley View	1, 15	60 min	Y	N	N	Apartments	2A	
6.	Hwy 62	@ Smoketree	1, 15	60 min	Y	Y	Y - 29 Palms	Retail	1	
7.	Adobe Rd.	@ Desert Trail	1, 15	60 min	Y	Y	29 Palms	Some Retail	2B	
8.	Hwy 62	@ Sierra	1, 15	60 min	Y	N	N	Y - Sierra	2B	
9.	Hwy 62	@ Cascade Dr.	1, 15	60 min	Y	N	N	Y - Cascade	2A	*Pair with #2*
10.	Hwy 62	@ Sunfair Rd.	1, 15	60 min	Y	N	N	Y - Sunfair	2A	*Pair with #1*
11.	Hwy 62	@ Whitefeather	1, 15	60 min	Y	N	N	Hi Desert MC	2B	
12.	Hwy 62	@ Dumosa	15	>60 min	N	Y	Y - YV	Retail	1	
13.	Hwy 62	@ Dr. Thomas & Assc.	1, 15	60 min	Y	Y	Y - YV	Retail	1	
14.	Paxton	@ Avalon	NA						3	
15.	Sunnyslope	@ Mohawk Apts	NA						3	
16.	Yucca Trail	@ Inca	NA						3	
17.	Indio	@ Business Ctr. Dr	NA					Business Ctr	3	
18.	Onaga	@ Grand- YV HS	21	>60 min	N	Y		YV HS	2B	
19.	Utah Trail	@ Sunset	NA						3	
20.	Sunrise	@ Utah Trail	NA						3	
21.	Baseline Rd	@ Utah Trail	NA						3	

1	Highest Priority
2A	Medium-High Priority
2B	Medium-Low Priority
3	Low Priority

Figure 58: Alternative 1 Bus Stop Improvement Priorities

	Stop		Alt 2 Routes	Frequency	Transfer Opportunity (shared stop)	Infrastructure Potential (crosswalk)	City Center	Desirable Location or Nearby Intersection	Rating	
1.	Hwy 62	@ Sunfair	1, 15	60 min	Y	N	N	Y - Sunfair	2A	*Pair with #10*
2.	Hwy 62	@ Cascade	1, 15	60 min	Y	N	N	Y - Cascade	2A	*Pair with #9*
3.	Hwy 62	@ Sierra	1						3	
4.	Hwy 62	@ Monte Vista	1, 15	60 min	Y	N	N	Y - Lear	2A	
5.	Hwy 62	@ Valley View	1, 15	60 min	Y	N	N	Apartments	2A	
6.	Hwy 62	@ Smoketree	1, 15	60 min	Y	Y	Y - YV	Retail	1	
7.	Adobe Rd.	@ Desert Trail	3, 15	60 min	Y	Y	Y - 29 Palms	Some Retail	2B	
8.	Hwy 62	@ Sierra	1, 15	60 min	Y	N	N	Y - Sierra	2B	
9.	Hwy 62	@ Cascade Dr.	1, 15	60 min	Y	N	N	Y - Cascade	2A	*Pair with #2*
10.	Hwy 62	@ Sunfair Rd.	1, 15	60 min	Y	N	N	Y - Sunfair	2A	*Pair with #1*
11.	Hwy 62	@ Whitefeather	1, 15	60 min	Y	N	N	Hi Desert MC	2B	
12.	Hwy 62	@ Dumosa	15	>60 min	N	Y	Y - YV	Retail	1	
13.	Hwy 62	@ Dr. Thomas & Assc.	12, 13, 15	60 min	Y	Y	Y - YV	Retail	1	
14.	Paxton	@ Avalon	7A						3	
15.	Sunnyslope	@ Mohawk	7A						3	
16.	Yucca Trail	@ Inca	7A						3	
17.	Indio	@ Business Ctr. Dr	7B					Business Ctr	3	
18.	Onaga	@ Grand - YV HS	7B					YV HS	3	
19.	Utah Trail	@ Sunset	3B						3	
20.	Sunrise	@ Utah Trail	3B						3	
21.	Baseline Rd	@ Utah Trail	3B						3	

1	Highest Priority
2A	Medium-High Priority
2B	Medium-Low Priority
3	Low Priority

Figure 59: Alternative 2 Bus Stop Improvement Priorities

Improvement Recommendations

Stops in Category 1 would all ideally be upgraded to include a shelter, seating, signage and sidewalks meeting ADA accessibility. Crosswalks with signals to opposite stops should be considered as well.

Category 2A improvements would include a shelter, seating, concrete pad for waiting, lighting and potentially a crosswalk signal and curb cut with ramps if paired with a corresponding high priority stop.

Category 2B stops would receive, at minimum, a finished concrete waiting pad, seating and lighting. Typically these are locations that exist on dirt shoulders and a connection to sidewalks or crosswalks isn't feasible.

Category 3 stops would receive similar upgrades as Category 2B only if they are identified as significant locations for the new Ready Ride zones.

Attachment: Basin_Short Range Transit Plan FINAL 2025.05.29 (12008 : Basin Transit Short Range Transit Plan)

Minute Action

AGENDA ITEM: 20

Date: November 5, 2025

Subject:
Award Contract No. 25-1003298 for San Bernardino Council of Governments Regional Homelessness Strategic Plan to Health Management Associates, Inc.

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

Award Contract No. 25-1003298 to Health Management Associates, Inc. for the Regional Homelessness Strategic Plan, for a three-year term with two one-year options in an amount not-to-exceed $746,845.

Background:
San Bernardino Council of Governments (SBCOG) plays a vital role in supporting its member agencies and enhancing the region's communities by providing a forum for local leaders and regional officials to develop a comprehensive approach to community services and establish priorities that will benefit the region for generations to come. Through a robust outreach process involving all member agencies at various levels, from policymakers to administrators, issues and priorities were identified, which evolved over the course of several months into the SBCOG Five-Year Work Plan. This Work Plan, adopted by the SBCOG Board of Directors (Board) in late 2024, establishes funding, projects, and programs the Council of Governments and other responsible agencies will prioritize over the next five years.

During the 2024 process of updating the Five-Year Work Plan, the top priority issue identified by member agencies was homelessness, which was acknowledged to be one of the more complex challenges faced by local jurisdictions. Consequently, one of the programs outlined in the Work Plan is the development of a Regional Homelessness Strategic Plan (RHSP) to establish an inventory of existing resources and strategies for countywide coordination on homelessness. The goal is to create a regional strategy to provide agencies with prioritized programs and targeted approaches to addressing homelessness that can be considered by local jurisdiction decision-makers.

SBCOG will lead this collaborative effort to identify a regional and multi-jurisdictional approach. The RHSP will include an inventory of existing resources, explicitly define jurisdictional boundaries and authorities, create formalized channels for municipal input, develop capacity-building resources that enable agencies to implement locally tailored solutions, and establish an accountability framework with shared metrics, all while respecting the municipal autonomy and varied goals and approaches from jurisdiction to jurisdiction.

The ultimate deliverable will be a Strategic Plan enumerating options for implementing programs and projects in partnership to address the homeless population. Cost and risk analyses will be completed, as well as a toolkit for implementing the programs and projects identified. This will be accomplished in close collaboration with San Bernardino County and the 24 cities and towns in San Bernardino County with an estimated completion timeframe of two years.

The San Bernardino County has implemented several programs and has a large infrastructure internally dedicated to addressing homelessness countywide. Additionally, many cities have

implemented interventions on their own to move the needle on homelessness within their jurisdictional boundaries. The RHSP will be taking all these existing assets and building off of them with a clear and dedicated path that has the buy-in of SBCOG member agencies. The goal is to formalize a clear direction that has the input and approval of all agencies participating in the implementation of options. SBCOG will establish a cross-sector working group of local agency staff to provide input and feedback on existing assets and future options to be built out in the plan. At the appropriate time, staff will bring an item to the SBCOG Board to establish an Ad Hoc Committee to work with staff and the consultant team to develop a plan.

On June 4, 2025, the Board approved the release of Request for Proposals (RFP) No. 25-1003298 for a consultant project management team to assist with the preparation of the RHSP.

On June 5, 2025, the RFP was released and sent electronically to 882 consultants registered on PlanetBids. The solicitation was downloaded by 17 firms. On June 18, 2025, a Pre-Proposal conference was held and was attended by seven firms. Addendum No. 1 was issued on June 10, 2025, and included a correction to the Pre-Proposal conference start time. Addendum No. 2 was issued on June 27, 2025, and included the Pre-Proposal conference PowerPoint presentation, sign-in sheets, and responses to questions received by the deadline. Two proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found both firms to be responsive.

On July 28, 2025, the proposals were disseminated to the Evaluation Committee members. The Evaluation Committee was comprised of two SBCOG staff members, and staff from San Bernardino County Administrative Office, San Bernardino County Community Development and Housing, and San Gabriel Valley Council of Governments.

On July 31, 2025, the Evaluation Committee members conducted their individual review and convened to discuss each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions, the committee members individually scored the proposals based on the evaluation criteria listed in the RFP.

The firms were ranked in order of technical merit.

Firm Name	**Ranking**
Health Management Associates, Inc. (HMA)	1
MGT Impact Solutions, LLC.	2

The Evaluation Committee recommends that Contract No. 25-1003298 be awarded to HMA. The firm ranked first in technical score, clearly demonstrated a thorough understanding of the scope of work, and proposed an overall solid team, work plan, and reasonable price.

The Homeless Strategic Plan will be completed by November 30, 2028.

Financial Impact:
This item is included in the adopted Budget for Fiscal Year 2025/2026 and funded with General Assessment Dues and Indirect Funds in Program 25, Council of Governments and Program 01, General Government.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2025. SBCOG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:
Monique Reza-Arellano, Director of Council of Governments

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 25-1003298 Amendment No.:

Contract Class: Payable Department: Council of Governments

Vendor No.: 04098 Vendor Name: Health Management Associates, Inc

Description: Regional Homelessness Strategic Plan

List Any Related Contract Nos.: N/A

Dollar Amount					
Original Contract	$	746,845.00	Original Contingency	$	-
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**746,845.00**	**Total Contingency Value**	**$**	**-**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**746,845.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 12004

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 11/30/2025 Expiration Date: 11/30/2028 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 746,845.00	Total Contingency: $ -
GL:	2910	25	0511	1905	52001	45001000		General Assessment Dues	468,022.87	-
GL:	7001	01	0501	1905	52001	43001000		Indirect	278,822.13	-
GL:									-	-
GL:									-	-
GL:									-	-
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GL:									-	-

Monique Reza-Arellano
Project Manager (Print Name)

Monique Reza-Arellano
Task Manager (Print Name)

Attachment: CSS 25-1003298 (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

CONTRACT NO. 25-1003298

BY AND BETWEEN

SAN BERNARDINO COUNCIL OF GOVERNMENTS

AND

HEALTH MANAGEMENT ASSOCIATES, INC.

FOR

REGIONAL HOMELESSNESS STRATEGIC PLAN

This contract ("Contract") is made and entered into by and between the San Bernardino Council of Governments ("SBCOG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Health Management Associates, Inc., a Michigan Corporation ("CONSULTANT"), whose address is 2501 Woodlake Cir, Ste 100, Okemos, Michigan 48864. SBCOG and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCOG, with SBCOG's satisfaction being based on prevailing applicable professional standards.

DRAFT

Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through November 30, 2028 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.

SBCOG at its sole discretion may extend the original term of the Contract for two, one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed November 30, 2030.

ARTICLE 3. COMPENSATION

3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCOG) shall not exceed the amount set forth in section 3.2 below.

3.2 The total Contract Not-To-Exceed Amount is Seven-Hundred Forty-Six Thousand, Eight Hundred Forty-Five Dollars ($746,845). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work," and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials." The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCOG and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCOG will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCOG as required under this Contract.

3.3 Intentionally Omitted

3.4 Intentionally Omitted

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3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCOG. It shall be CONSULTANT's responsibility to recognize and notify SBCOG in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

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

ARTICLE 4. INVOICING

4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCOG prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCOG, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCOG's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCOG) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCOG has received and approved all Work and deliverables. Invoices should be e-mailed to SBCOG at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission

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

4.4 Intentionally Omitted

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4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP nor for any Work under any amendment to the Contract until SBCOG's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCOG. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCOG. SBCOG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCOG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Intentionally Omitted

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCOG for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCOG at the end of the period for which funds are available. When SBCOG 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 SBCOG from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCOG in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCOG, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer.

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CONSULTANT shall provide SBCOG or its authorized representatives access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCOG and its representatives or agents to reproduce any materials as reasonably necessary.

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCOG. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCOG'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 SBCOG'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 SBCOG within thirty (30) calendar days after issuance of the audit report

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

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCOG or the Project, CONSULTANT shall immediately document such matters and notify SBCOG in writing. CONSULTANT shall also similarly notify SBCOG in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCOG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

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

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ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCOG's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

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

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

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCOG under the Contract.

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

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

11.2.1 Increases or decreases the Scope of Work;

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

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

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

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

11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or

11.2.7 Approves any demand or claims for additional payment.

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11.3 Failure of CONSULTANT and SBCOG's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.

11.4 All Technical Direction shall be issued in writing by SBCOG's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCOG'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 SBCOG's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCOG in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCOG to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCOG shall:

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

11.5.2. Advise CONSULTANT within a reasonable time whether SBCOG will or will not issue a written amendment.

ARTICLE 12. CHANGES

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

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

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCOG 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 SBCOG, 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 SBCOG's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Charles Robbins	Project Management Lead
Gabriel Vasquez	Engagement Support
Cami Collins	Administrative Lead
Doug Shoemaker	Strategic Planning Lead
Robyn Odendahl	Existing Conditions/Inventory Lead

ARTICLE 16. REPRESENTATIONS

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

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ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

17.2 All materials, documents, data or information obtained from SBCOG's data files or any SBCOG-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCOG. 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 SBCOG.

17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCOG, any information obtained by CONSULTANT from or through SBCOG unless (a) the information was known to CONSULTANT prior to obtaining same from SBCOG, 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 SBCOG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCOG, except to the extent such materials and information become subject to disclosure by SBCOG 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 SBCOG's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.

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

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

17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA/SBCOG'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.

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ARTICLE 18. TERMINATION

18.1 Termination for Convenience - SBCOG 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 SBCOG's instruction, and shall turn over such Work in accordance with SBCOG's instructions.

18.1.1 CONSULTANT shall deliver to SBCOG all deliverables prepared by CONSULTANT or its subconsultants as well as any materials furnished to CONSULTANT by SBCOG. Upon such delivery, CONSULTANT may then invoice SBCOG 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 SBCOG 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 SBCOG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCOG may, without prejudice to any other rights or remedies SBCOG 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 SBCOG, SBCOG may take possession of the deliverables and finished Work by whatever method SBCOG may deem expedient. A waiver by SBCOG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

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

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18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCOG, satisfactory in form and content to SBCOG and verified by SBCOG. 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, SBCOG shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $1,000,000 per claim
- An annual aggregate limit of not less than $2,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall 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

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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 **$1,000,000 each occurrence, $2,000,000 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.
    - $1,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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:

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

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **$1,000,000** each accident. This total limits 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 SBCOG.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance. Shall be appropriate to the Consultant's profession and work hereunder, with limits not less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCOG in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCOG may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

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Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCOG that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, San Bernardino Council of Governments, and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the 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 the Additional Insureds to vicarious liability, but shall allow coverage for them to the full extent provided by the policy.

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

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCOG, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCOG is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay

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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's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCOG, if the deductible or SIR is approved and it is greater than $10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, SBCOG, their directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCOG shall have the right to review any and all financial records that, at its sole discretion deems necessary to approve any deductible or SIR. SBCOG will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCOG pays any sums due under any insurance required above, SBCOG may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA, SBCOG, nor any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCOG 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 SBCOG thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCOG ten (10) days' prior written

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notice. In any event, CONSULTANT will provide SBCOG with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCOG at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

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

21.2.9 Enforcement. SBCOG 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, SBCOG may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCOG from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

DRAFT

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21.2.10 No Waiver. Failure of SBCOG 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.

21.2.11 Project Specific Insurance. Intentionally Omitted

21.2.12 No Representations or Warranties. SBCOG 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 SBCOG from taking any actions as are available to it under this Contract or otherwise at law.

21.2.13 Review of Coverage. SBCOG 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. SBCOG may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCOG and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.

21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall 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 subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCOG 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 SBCOG.

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

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, the San Bernardino Council of Governments ("SBCOG"), SBCOG's Entities (see Exhibit C), and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

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DRAFT

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless Indemnitees from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnitee(s) on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct," within the meaning of Civil Code section 2782, of any Indemnitee.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCOG in writing of the intended subcontracting and obtaining SBCOG'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 SBCOG, CONSULTANT shall furnish SBCOG a copy of the proposed subcontract for SBCOG's approval of the terms and conditions thereof and shall not execute such subcontract until SBCOG has approved such terms and conditions. SBCOG's approval shall not be unreasonably withheld.

25.3 Approval by SBCOG 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 SBCOG. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

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ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCOG 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 SBCOG 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. SBCOG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCOG.

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal," SBCOG's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

DRAFT

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCOG'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 SBCOG in writing within three (3) business days of its discovery of the conflict and shall comply with SBCOG's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To HEALTH MANAGEMENT ASSOCIATES, INC.	**To SBCOG**
2501 Woodlake Cir, Ste 100	**1170 W. 3rd Street, 2nd Floor**
Okemos, Michigan 48864	**San Bernardino, CA 92410-1715**
Attn: Contracts Senior Director	**Attn: Monique Arellano**
Email: Contracts@healthmanagement.com	**Email: Mreza-arellano@gosbcta.com**
Phone: (517) 482-0920	**Phone: (909) 884-8276**
2nd Contact: Health Management Associates, Inc.	**Copy: Procurement Manager**
Email: Legal@healthmanagement.com	**Email: procurement@gosbcta.com**

ARTICLE 33. DISPUTES

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

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

Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCOG, 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 SBCOG at any and all places where such performance may be carried on. Failure of SBCOG to make such review or to discover defective work shall not prejudice the rights of SBCOG at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCOG upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

See Article 17.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCOG or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCOG. SBCOG's exercise of consent shall be within its sole discretion. Any purported assignment without SBCOG'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.

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Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

DRAFT

Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

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

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

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

HEALTH MANAGEMENT ASSOCIATES, INC. A MICHIGAN CORPORATION

By: _____
Kelly Johnson
Chief Administrative Officer

Date: _____

SAN BERNARDINO COUNCIL OF GOVERNMENTS

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Jeff Wink
Chief Financial Officer

Date: _____

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
SBCTA Procurement Manager

Date: _____

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Attachment: 25-1003298 - PDF (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

EXHIBIT “A”
“SCOPE OF WORK”

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

Regional Homelessness Strategic Plan

The San Bernardino Council of Governments (SBCOG) is seeking to procure a consultant project management team to assist with the strategic planning effort for a comprehensive Regional Homelessness Strategic Plan (RHSP). In general, the consultant team's role in completing this Scope of Work (SOW) for the project will require inherent flexibility and cooperation that will best assist SBCOG, to be represented by key stakeholders and advisors from among the 25 member agencies to successfully complete this project as one collaborative team. The successful consultant management team will require unique capabilities to jointly work together with the stakeholders, on behalf of SBCOG, to successfully manage/oversee all elements of the RHSP.

The consultant shall assist SBCOG, in coordination with the stakeholders, with the completion of a strategic plan that provides program options, cost considerations, cost/benefit analysis, funding options and opportunities, best practices analyses, program branding, and education/outreach efforts. The consultant will be required to provide additional services not specifically defined in the SOW. SBCOG is receptive to innovative ideas or methods of performing the SOW that will enable the consultant team to help assure the successful completion of the RHSP.

SBCOG will establish several working groups/advisory committees to provide feedback and direction to the staff/consultant team for the duration of the project. The committees will include a cross-sector advisory group comprised of public health, housing, planning, behavioral health, law enforcement, and other participants who are "boots-on-the-ground" in this field and already working in this space. The City/County Manager's Technical Advisory Committee will also form an Ad Hoc to provide feedback on administrative components of the study and plan. Lastly, the Board of Directors (Board) will form an Ad Hoc committee to provide feedback and recommendations for approval to the full Board of Directors. The General Policy Committee is SBCOG's reporting committee. They will be the committee through which all recommendations are vetted, and the Board shall be the body from which the RHSP will receive formal direction and approvals as necessary. The consultant will schedule and plan milestones and requests for direction with this governing process in mind.

Background & Context

Purpose

There are two overarching purposes:

- To establish a collaborative regional approach to homelessness that effectively increases housing and shelter capacity, leverages diverse funding sources, addresses root causes, and measurably reduces unsheltered homelessness countywide.
- To foster meaningful partnerships between the County and local jurisdictions that respect municipal autonomy while providing centralized resources, technical assistance, and coordination - creating a unified response system where all stakeholders participate in decision-making processes.

Homeless Challenge: A Regional Perspective

The San Bernardino Council of Governments (SBCOG) represents a diverse coalition of 25 municipal stakeholders. SBCOG works with its member jurisdictions to address broad, long-term policy matters touching on a range of topics. One of the benefits that a COG provides is the ability

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

to bring multiple stakeholders to the table to find solutions to regional issues. While local governments vary in their approach to addressing homelessness, a majority of the SBCOG member agencies are directly impacted by homelessness and have set developing a regional and coordinated effort to homelessness as a top priority. SBCOG seeks to leverage its connections and broad perspective to take a regional and strategic approach to homelessness.

San Bernardino County (County) provides the foundation of existing infrastructure and has led the path forward for the region through its robust implementation of homeless intervention strategies, leveraging its comprehensive health and human services infrastructure to address the complex needs of homeless populations.

This specialized county-level expertise complements the cities' critical role in housing development and local zoning policy. While this natural division of responsibilities creates a strong foundation for a comprehensive homeless response, evolving regional challenges have highlighted opportunities to enhance coordination between these complementary domains of expertise. Municipalities have expressed interest in more active partnership roles in regional strategy development to ensure their unique community insights are fully integrated with the County's expansive health and social service capabilities.

This natural division of responsibilities has created an opportunity to enhance collaborative decision-making that leverages both systems' strengths. As the homelessness challenge has grown more complex, there is recognition that greater integration between the County's service expertise and cities' “boots-on-the-ground” response systems and housing responsibilities would maximize impact. By evolving current coordination mechanisms, the region can move beyond parallel efforts toward truly integrated strategies where cities contribute their community-specific insights and housing capabilities while maximizing the benefits of the County's sophisticated health and human service infrastructure.

Approach

The SBCOG-led Regional Homelessness Strategic Plan represents a shift toward a collaborative governance structure that will empower cities and the County to take greater ownership while maintaining coordinated regional responses. This requires:

1. Explicitly defining jurisdictional authorities and responsibilities
2. Creating formalized channels for municipal input in county-wide strategies
3. Developing capacity-building resources and strategies that enable cities to implement locally tailored-interventions
4. Establishing shared metrics and accountability frameworks that respect municipal autonomy while advancing regional goals

This approach recognizes that effective homeless response requires both regional coordination and local implementation, with cities serving as essential partners rather than peripheral stakeholders in addressing homelessness across the County of San Bernardino.

Existing Programs and Efforts: Building on Regional Strengths

Collaborative Crisis Response: A Foundation for Partnership

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

The COAST Team (Collaborative Outreach and Support Team) represents a successful model for city-county collaboration in the County of San Bernardino. This multi-disciplinary crisis response team addresses mental health needs among both homeless and housed populations experiencing crisis. Its evidence-based approach has demonstrated measurable outcomes while empowering cities to respond to residents' acute mental health needs at critical intervention points. This established partnership provides a blueprint for expanding collaborative approaches across the homelessness continuum of care.

City Strengths: Local Knowledge & Implementation Capacity

Frontline Expertise

Cities possess invaluable on-the-ground intelligence through their daily interactions with homeless populations via law enforcement, code enforcement, parks and recreation staff, and community development departments. This sustained engagement enables cities to identify individualized needs, track emerging patterns, and evaluate intervention effectiveness in real time. These insights can be systematically captured through standardized assessment protocols to inform both local and regional strategy development.

Housing Infrastructure

Each city has developed comprehensive Housing Elements that establish concrete plans for residential development, affordability targets, and special needs populations. These locally-approved frameworks already contain commitments that can be leveraged to address homelessness through zoning, incentives, and dedicated resources.

Existing Homeless Response Systems

Several cities have independently developed robust homeless response infrastructures, including dedicated outreach teams, navigation centers, emergency shelters, and transitional housing programs. These established programs demonstrate municipal capacity for direct service provision while creating opportunities for cross-jurisdictional learning and replication of successful models.

County Strengths: Resources, Coordination & Systems Integration

Funding Access and Administration

The County serves as the primary recipient and administrator of significant Federal and State homelessness funding streams, providing critical financial resources to implement comprehensive solutions across the region. This centralized funding role enables strategic resource allocation that is aligned with evidence-based practices and regional priorities.

Office of Homeless Services

As the administrative entity for the Continuum of Care and its governing board, the County provides essential coordination across the homeless service ecosystem. This infrastructure ensures compliance with Federal requirements while facilitating systematic approaches to homelessness reduction.

Strategic Investments

The County Board of Supervisors has demonstrated substantial commitment through its approval of a $72 million Homeless Initiatives Spending Plan to expand sheltering capacity and supportive services. Additionally, the establishment of a $40 million Housing Development Grant Fund

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

provides critical financial support to cities, non-profits, and stakeholders developing new shelter and housing solutions.

Integrated Service Delivery System

The County's comprehensive human services network includes Behavioral Health, Transitional Assistance, Senior Services, Re-entry Services, Public Health, Children and Family Services, Office of Homeless Services, Veterans Services, and Arrowhead Regional Medical Center. This integrated system enables coordinated care pathways that address the complex, multi-faceted needs of individuals experiencing homelessness.

Opportunity for Enhancement

To maximize these complementary strengths, a structured framework for knowledge exchange could formalize how cities' frontline insights inform County-level strategy and resource allocation. Regular data sharing, joint case conferencing, and collaborative program development would ensure that regional approaches remain responsive to local realities while maintaining cohesive systems-level solutions.

The Challenge: Addressing Homelessness Through Regional Coordination

Scale and Complexity of the Issue

The homeless population across the County of San Bernardino has experienced significant growth, creating unprecedented challenges for both municipal and county governments. This increase correlates directly with the region's housing affordability crisis, where rising rental costs and insufficient housing inventory have placed particular hardship on low and very low-income households. While the COVID-19 pandemic exacerbated these conditions, the fundamental drivers are systemic housing market constraints that require comprehensive, coordinated solutions.

Cross-Jurisdictional Nature of Homelessness

Homelessness extends throughout the county across jurisdictional boundaries, with individuals and families often moving between cities seeking services or shelter opportunities. This mobility creates challenges for individual municipalities attempting to address homelessness independently, highlighting the need for regional approaches while maintaining local responsiveness.

Data Accessibility and Utilization Challenges

While significant data is collected through the Point-In-Time Count (PITC) and Homeless Management Information System (HMIS), stakeholders report difficulty accessing and interpreting this information in ways that inform local decision-making. Key challenges include:

- Limited public-facing dashboards that translate complex homeless data into actionable insights
- Insufficient disaggregation of population data by subgroups (chronically homeless, families, veterans, transition-age youth, etc.)
- Minimal geospatial analysis showing how different homeless subpopulations are distributed across the region
- The Absence of user-friendly tools that connect population needs with appropriate intervention strategies

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

Resource Allocation Transparency

Municipalities report significant uncertainty regarding:

- The total funding landscape for homeless services entering the County
- Decision-making processes determining resource allocation across geographic areas
- Performance metrics used to evaluate program effectiveness
- Return-on-investment analysis for different intervention strategies
- Mechanisms for cities to access or influence resource deployment within their boundaries

This lack of transparency creates barriers to effective collaboration and contributes to a disconnect between county-level strategic planning and municipal implementation.

Limited Technical Assistance for Municipalities

Cities express a need for structured support from the County to develop local capacity for addressing homelessness, including:

- Best practice guidance tailored to different municipal contexts
- Training for city staff to understand the needs of various homeless subpopulations
- Clear pathways for accessing County resources and services
- Tools for communicating how County investments will impact specific communities
- Forums for sharing successful intervention models between municipalities

Communication and Coordination Infrastructure

The existing governance structure lacks robust mechanisms for:

- Regular communication between County and municipal stakeholders about homeless initiatives
- Municipal input into County-level strategic planning and resource allocation
- Coordinated deployment of resources across jurisdictional boundaries
- Joint evaluation of intervention effectiveness
- Shared accountability for regional outcomes

Addressing these foundational challenges requires a reimagined regional coordination framework that balances County-level resources and expertise with municipal knowledge and implementation capacity.

Task 1: Project Management

Under SBCOG's direction,

- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies
- Coordinate and oversee RHSP activities and deliverables
- Cooperate and coordinate with other SBCOG and stakeholder staff, consultants, advisors, and contractors to achieve completion of project development activities

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

- Develop and maintain a commitment register and log based on the commitments and obligations of the stakeholders for the purpose of potential future agreements
- Schedule meetings; prepare meeting agendas, minutes, and action items; provide project standards and templates for project communications; institute specific project initiatives
- Provide project management for the Regional Homelessness Strategic Plan
- Work with SBCOG and County staff to provide updates to ensure project progress, timeline, and milestones are met
- Work with SBCOG/SBCTA Finance Department to ensure all fiscal and reporting requirements are met
- Track project progress in an organized manner and ensure work is completed according to project scope, timeline, and budget
- Coordinate information and milestones to be presented to multiple committees, Ad Hocs, and Board of Directors
- Provide Quality Assurance/Quality Control of all final deliverables
- Provide project branding, collateral materials, and presentation materials
- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with the stakeholders

Task 2: Existing Conditions Analysis & Inventory of Existing Resources

The following sub-tasks will lay the groundwork for the Regional Homelessness Strategic Plan. The purpose of these tasks is to identify the homelessness landscape, including demographics/populations, services provided, other investments, and funding and resource utilization. Key stakeholders will be engaged throughout this task to provide valuable feedback, insights, and data to support this work. This task will review each unique homeless population from jurisdiction to jurisdiction. Issues or challenges identified through this process should be considered for regional opportunities and strategies in the strategic plan task to follow. At the conclusion of this task, an outreach and education effort will be conducted to communicate the findings from this stage. The purpose is to help member agencies gain a deeper understanding of the make-up of populations within their boundaries and how resources are distributed and communicate the successes, as well as the opportunities for a more robust approach to homelessness that will be addressed in the next phase of this project.

Task 2.1: Evidence-Based Assessment

- **Population Analysis**: Develop profiles of homeless subpopulations with academic partners; create heat maps from PITC data showing geographic distribution and mobility patterns
- **Service Utilization**: Track engagement with public safety, emergency services, and intervention outcomes and summarize engagement trends

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

- **Capacity Planning**: Identify evidence-based metrics for shelter-to-homeless population ratios and resource allocation benchmarks to be considered during the Strategic Planning phase
- **Program Evaluation**: Assess existing programs (COAST/HOPE) to identify high-performing interventions for scaling
- **Municipal Data Access**: Create city-specific dashboards and establish regular data-sharing protocols
- **Staff Development**: Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
- **Collaborative Learning**: Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Geospatial Analysis:** Identify existing homeless populations by demographics in relation to existing support services and shelters/housing options

Task 2.2: Resource Optimization

- **Funding Transparency & Analysis**: Evaluate existing funding streams and utilizations of funding and other resources
    - Map all homelessness funding streams, analyze allocation methodologies, and track geographic distribution
    - Survey municipalities on current and potential funding commitments through:
        - Affordable housing set-asides
        - General fund allocations
        - Development impact fees
        - Community Development Block Grant contributions
    - Map all available Federal, State, and Regional funding opportunities with eligibility requirements
    - Analyze competitive scoring criteria to identify areas of success and areas of challenge or that need improvement that consistently score low
- **Governance Enhancement**: Evaluate existing committees, document municipal representation, and identify coordination opportunities
- **System Integration**: Identify current approach to coordination between County departments and document referral pathways

Task 2.3: Knowledge Mobilization & Outreach

- **Municipal Data Summaries**: Provide cost analysis for city-specific dashboards communicating and summarizing the information collected and establish regular data-sharing protocols for cities to be updated on an ongoing basis. Identify risks, security needs, and inter-agency agreements needed.
- **Stakeholder Engagement**: Conduct one-on-one interviews with SBCOG member agencies to review the findings to ensure that the data collected and reported on addresses

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

their questions and concerns; review how the data/findings will be used in the next phase of the project

Task 2 Deliverables:

- Memo with full data analysis of existing homeless populations in all jurisdictions and the demographics of the populations
- Executive summary of data analysis for creating outreach narratives
- Development of graphics, fact sheets, or infographics for communicating key findings
- Memo identifying existing resources and assets, including program options for homeless individuals
- Memo identifying existing funding mechanisms/infrastructure that fund existing programs and options
- Analysis of ROI based on existing funding mechanisms and infrastructure
- Memo/Literature Review of best practices for addressing homeless populations, understanding the needs as they pertain to the diverse homeless demographics
- Geospatial analysis of the homeless populations across the county broken down by demographics and in relation to sites for services/options
- Written report and presentation on options with recommendations for implementation to be approved by the Board

Task 3: Strategic Planning – Building a Coordinated Regional Response

The development of a countywide Regional Homelessness Strategic Plan will be guided by the information gathered and findings from the existing inventory and analysis phase of the project described in Tasks 1 and 2. The specific tasks identified below are what is envisioned for the Regional Homelessness Strategic Plan but may be adapted or modified based on what is found during the earlier phase of this project. The consultant will be expected to identify approaches that could be more efficient and cost-effective for the implementation of initiatives. It is expected that the consultant will be creative and forward-thinking as to the right approach for the San Bernardino region, not just in terms of the existing programs and projects, but in initiatives that could come to fruition in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

The RHSP could build from the County's Homeless Strategic Action Plan. Additionally, this Strategic Plan will be unique in that the strategies identified will focus more on regional approaches for collaboration, interagency partnership, and opportunities outside the traditional services provided. These strategies may include protocol development, model approach to governance, data integration and sharing, interagency agreements, and regional approaches to programs and investment. Based on recommendations evolved from the previous tasks, the consultant will initiate the development of the Regional Homeless Strategic Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the region, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments would be trying to address and/or opportunities to deliver government services more efficiently and

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

effectively. The RHSP should be complementary to existing successful programs identified through previous tasks.

Task 3.1: Development of the Homelessness Strategic Plan Priority Initiatives

Tasks to be performed and issues to be considered in the development of the Homelessness Strategic Plan include but are not limited to the following:

- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low-hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between varying agency priorities and initiatives
- Development of architecture, operating systems, protocol, platforms, communications
- Infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives and investments
- Develop a security framework or tracking-and-feedback system to ensure safe development of solutions that limit risk.
- Risk and rewards assessment of potential initiatives
- Legal implications regarding sharing, storing, and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction departments as appropriate, including law enforcement, public works, planning, emergency operations, emergency services, city manager's office, information technology, etc.
- Evaluate technology applications, summarizing the pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment

Potential Priority Tasks

A. Development of a Collaborative Governance Framework

B. Development of Multijurisdictional Service Hubs

- **Municipal Data Access**
    - **Staff Development**: Implement technical assistance "office hours," training modules, and implementation toolkits for municipal staff
    - **Collaborative Learning**: Establish quarterly knowledge-exchange symposiums with rotating municipal hosts
- **Joint Facilities Assessment**

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

- Develop a strategy to conduct a comprehensive site analysis for strategically located navigation centers serving multiple jurisdictions
- Develop an approach to evaluate existing public properties with the potential for adaptive reuse
- Recommend site selection criteria prioritizing transportation accessibility and service proximity
- Identify opportunities for co-location with existing health and social service facilities

- **Governance Model Development**
  - Consider creating a detailed governance model guided by feasibility studies for various operational structures such as a Joint Powers Authority model, County-operated with municipal financial participation, nonprofit operator with municipal and County oversight, and/or public-private partnership framework
  - Develop strategies for clear decision-making protocols, financial responsibilities, and performance metrics for each model
  - Develop accountability mechanisms that ensure municipal voice while maintaining operational efficiency
  - Develop an approach for streamlined coordination between County departments and, document referral pathways and communication of that system with other stakeholders

Task 3.2: Development of Options for Expanded Partnership Programs

- **Service Integration Models**
  - Building upon the successful COAST approach for mental health crisis response, develop a model for specialized joint teams addressing targeted subpopulations, including:
    - Transition-age youth outreach
    - Older adult engagement and support
    - Family systems stabilization
    - Veterans service coordination
  - Develop recommendations for integration into municipal code enforcement, public works, and parks with County health services
- **Financial Sustainability Planning**
  - Develop comprehensive capital cost projections for infrastructure investments
  - Create operational funding models with cost-sharing formulas based on utilization and population
  - Establish multi-year funding commitments with predictable escalation parameters
  - Identify diverse revenue streams to reduce reliance on time-limited grant funding

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

Task 3.3: Resource Development Strategy

Funding Optimization Framework

- **Public Funding Pathway Analysis**
  - Using the analysis of competitive scoring criteria, develop recommendations to strategically position projects for maximum funding success
  - Develop strategies and recommendations for coordinated application approaches that leverage both municipal and County strengths
  - Create phased funding strategies that align with project development timelines
- **Municipal Contribution Assessment**
  - Develop recommendations for participation formulas that acknowledge varying municipal capacities
  - Consider opportunities to create pooled resource mechanisms that maximize leverage opportunities

Task 3.4: Best Practice Integration

- **Performance Metrics**: Development of standardized ROI analysis framework across intervention types, metrics for interagency coordination success, and other metrics that complement existing tracking systems.
- **Model Adaptation Strategies:** Develop recommendations for adaptation strategies that may include:
  - **Consideration of a Cross-Regional Learning Network**
    - Document and analyze successful multijurisdictional approaches from:
      - Orange County's shelter system and service coordination
      - Sacramento's comprehensive continuum of care
      - Successful models from comparable regions nationally
    - Identify adaptable components suitable for San Bernardino County's unique context
    - Create structured learning opportunities connecting municipal leaders with peer communities
  - **Evidence-Based Intervention Catalog**
    - Consider strategies for an evidence-based intervention catalog, such as:
      - Development of a comprehensive resource guide of proven interventions by population segment
      - Documentation of implementation requirements, cost factors, and outcome metrics
      - Development of technical assistance protocols for municipal adaptation of evidence-based models

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

        - Establishment of a learning community structure for ongoing refinement and knowledge exchange

- **Systems Integration Architecture**
    - **Coordinated Communication Framework:** Develop recommendations for an integrated information hub connecting all homelessness response systems:
        - Law enforcement
        - Department of Public Health
        - Department of Behavioral Health
        - Emergency medical services
        - Municipal service providers
        - Community-based organizations
    - Identification of real-time data-sharing protocols with appropriate privacy safeguards
    - Identification of opportunities for crisis response coordination mechanisms spanning multiple jurisdictional boundaries
- **Future Expansion Parameters**
    - Consider strategies for developing protocols for cross-county coordination with neighboring jurisdictions
    - Consider strategies to create scalable frameworks that can accommodate regional expansion
    - Consider strategies to establish information sharing agreements that facilitate cross-boundary service delivery
    - Consider strategies to design funding mechanisms that can incorporate additional partners over time

Task 3.5 - Development of Toolkit for Implementation of the RHSP

The consultant shall anticipate up to 14 presentations to multiple Board, Committee, staff, and Ad Hocs to present Homelessness Strategic Plan concepts and a draft plan.

Deliverables for Task 3:

- Develop implementation strategies for identified priorities from Task 2. Include partnership options, cost of implementation, cost of ongoing Operations and Maintenance (O/M).
- Develop implementation cost analysis/estimate for each option identified in Task 3.
- Develop a cost/benefit analysis for each option identified in Task 3.
- Develop a risk register that identifies risks, probability, and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing for options identified in the complete RHSP.

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

- Develop a Draft and Final Regional Homelessness Strategic Plan, each with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCOG, and committees. SBCOG will assist the consultant in resolving and responding to any conflicting comments.
- Develop a Toolkit for options, including policy recommendations, agreement templates, and other items needed by agencies to implement the RHSP
- Develop data sharing partnerships and protocols and cost projections for ongoing maintenance and updates to data collection, mapping, dashboard or tracking mechanism or otherwise identified implementation items.

Attachment: 25-1003298 Exhibit A - SOW (12004 : Award Contract 25-1003298 for Regional Homelessness Strategic Plan)

Attachment: 25-1003298 Exhibit B - Compensation Summary [TO BE ADDED WITH AGENDA ITEM] (12004 : Award Contract 25-1003298 for

EXHIBIT "B"

"COMPENSATION SUMMARY"

EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Health Management Associates	Regional Homelessness Strategic Plan	$ 604,630.00
	Sub Consultants:	
Amplify	Facilitation, Reasearch, Analysis	104,780.00
	SUBTOTAL	**709,410.00**
	OTHER DIRECT COSTS	**37,435.00**
	TOTAL COSTS	**$ 746,845.00**

TASK NUMBER	TASK DESCRIPTION	COST
Task 1		$ 186,270.00
Task 2		116,700.00
Task 3		137,005.00
Task 4		306,870.00
	TOTAL COSTS	**746,845.00**

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

Attachment: 25-1003298 Exhibit B - Compensation Summary [TO BE ADDED WITH AGENDA ITEM] (12004 : Award Contract 25-1003298 for

Minute Action

AGENDA ITEM: 21

Date: November 5, 2025

Subject:
Amendment No. 1 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2025/2026

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

Approve the Amended Project List for the Measure I San Bernardino Valley Major Street Program/Arterial Sub-program for Fiscal Year 2025/2026, as referenced in Attachment A.

Background:
The City of Ontario has requested an amendment to its Capital Project Needs Analysis (CPNA) Project List for Fiscal Years (FY) 2025/2026 through 2029/2030. The amended CPNA includes the Vineyard Avenue Widening Project from Riverside Drive to Chino Avenue. The City of Ontario anticipates incurring expenses on the project during the current CPNA cycle and intends to submit expenses for reimbursement of the public share within the current FY.

Measure I Policy No. 40006 requires that San Bernardino Valley jurisdictions prepare, adopt, and annually submit to the San Bernardino County Transportation Authority (SBCTA) by September 30th, their CPNA. The CPNA includes the list of projects for which jurisdictions plan to submit reimbursement requests of the public share of a project from the San Bernardino Valley Major Streets Program during the next five years (Attachment A). Projects listed in the first two years, as well as any unreimbursed expenditures from prior years, are eligible for reimbursement in FY 2025/2026. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

The San Bernardino Valley Major Street Program/Arterial Sub-program current year funding allocations were presented to the SBCTA Board of Directors on April 2, 2025, as part of the FY 2025/2026 budget planning process. The original CPNA project list for the San Bernardino Valley Major Streets Program/Arterial Sub-program was approved on July 2, 2025.

Financial Impact:
The adopted Budget for Fiscal Year 2025/2026 includes sufficient Valley Major Streets Program/Arterial Sub-program funds for new and amended projects to support this allocation in Program 50, Fund Administration.

Reviewed By:
This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 16, 2025.

Responsible Staff:
Marc Lucius, Management Analyst II

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ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			12,407,000	16,200,000	2,000,000	0	0	0	0	0	0	**2,000,000**
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	39,292,000	74,000,000	1,833,830	1,724,000	10,483,187	8,638,983	0	0	0	**22,680,000**
	Widen Pine Avenue from Hellman Avnue to Euclid Avenue from 2 to 6 lanes			7,355,000	45,300,000	0	0	4,432,576	4,432,576	0	0	0	**8,865,152**
						3,833,830	**1,724,000**	**14,915,763**	**13,071,559**	**0**	**0**	**0**	**33,545,152**
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	2,789,884	0	0	0	0	**2,789,884**
	Soquel Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	253,834	0	0	0	0	**253,834**
						0	**0**	**3,043,718**	**0**	**0**	**0**	**0**	**3,043,718**
Colton	Improvement of La Cadena Dr from Rancho Ave to Iowa Split including bridge replacement at Santa Ana River			3,696,215	26,173,958	234,497	616,719	616,719	616,719	0	0	0	**2,084,654**
	Widen and realign Reche Cnyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes			6,782,000	5,669,970	50,754	44,556	180,954	180,954	180,954	0	0	**638,172**
	Widen Mount Vernon Ave Bridge over UPRR			4,800,000	17,662,602	315,199	533,699	533,699	533,699	0	0	0	**1,916,296**
						600,450	**1,194,974**	**1,331,372**	**1,331,372**	**180,954**	**0**	**0**	**4,639,122**
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			12,857,000		95,139	0	0	0	0	0	0	**95,139**
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			16,522,000		2,609,814	0	0	0	0	0	0	**2,609,814**
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			14,377,000	21,343,063	11,286,653	0	0	0	0	0	0	**11,286,653**
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			9,643,000	13,147,629	5,563,638	0	0	0	0	0	0	**5,563,638**
	Citrus Avenue Widening at SR-210			1,195,000	620,000	420,980	0	0	0	0	0	0	**420,980**
	Widen Cherry Ave from Baseline Ave. to Highland Ave. from 4 to 6 lanes			5,625,000	1,950,000	1,302,865	0	0	0	0	0	0	**1,302,865**
	Widen Walnut Ave from I-15 to San Servaine from 2 to 4 lanes			5,806,000	1,950,000	1,345,235	0	0	0	0	0	0	**1,345,235**
	Intersection widening and traffic signal installation at Santa Ana Ave and Juniper Ave			12,857,000	870,000	590,730	0	0	0	0	0	0	**590,730**
	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes.			11,601,000	21,608,343	230,860	0	0	0	0	0	0	**230,860**
						23,445,914	**0**	**0**	**0**	**0**	**0**	**0**	**23,445,914**
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	5,803,765	**6,387,970**
	Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			16,000,000	15,599,600	121,464	1,728,537	6,949,185	0	0	0	0	**8,799,186**
						705,669	**1,728,537**	**6,949,185**	**0**	**0**	**0**	**5,803,765**	**15,187,156**
Grand Terrace	Extend Commerce Way from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			6,185,000		1,186,430	876,500	0	0	0	0	0	**2,062,930**
						1,186,430	**876,500**	**0**	**0**	**0**	**0**	**0**	**2,062,930**
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	200,000	200,000	50,000	0	0	0	**450,000**
	Victoria Avenue Improvements Project			6,549,000	9,986,000	268,000	268,000	0	0	0	0	0	**536,000**
						268,000	**468,000**	**200,000**	**50,000**	**0**	**0**	**0**	**986,000**
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	1,568,300	0	330,970	628,830	0	0	0	0	**959,800**
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	12,686,679	0	956,995	0	1,563,935	0	0	0	**2,520,931**
	Install traffic signal at Barton Rd & Benton St			235,632	242,112	0	0	148,172	0	0	0	0	**148,172**
						0	**1,287,965**	**777,002**	**1,563,935**	**0**	**0**	**0**	**3,628,903**

Attachment: A1 - Attachment A - CPNA FY26-FY30 (12010 : Amendment No. 1 to the CPNA Project List for

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
Montclair													
	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	32,219,539		0	1,990,241	0	0	0	0	0	**1,990,241**
						0	**1,990,241**	**0**	**0**	**0**	**0**	**0**	**1,990,241**
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,634,972	225,625	0	0	0	0	0	**1,860,596**
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes (Holt/Grove Intx)			50,898,000	9,143,990	2,681,592	2,116,294	0	0	0	0	0	**4,797,886**
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA	Yes	Yes	20,758,000	22,336,447	0	913,167	0	0	0	0	0	**913,167**
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			37,894,000	9,143,990	2,681,592	2,116,294	0	0	0	0	0	**4,797,886**
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes (Holt/Mtn Intx)			2,631,000	5,074,509	77,840	0	0	0	0	0	0	**77,840**
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			2,631,000	5,074,509	77,840	0	0	0	0	0	0	**77,840**
	Vineyard Avenue Widening from Riverside Drive to Chino Avenue				15,782,678	0	8,336,411	438,758	0	0	0	0	**8,775,169**
						7,153,835	**13,707,790**	**438,758**	**0**	**0**	**0**	**0**	**21,300,384**
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman Bullock from 0 to 4 lanes			10,567,000	7,434,218	3,199,098	0	0	0	0	0	0	**3,199,098**
	Construct a Traffic Signal at the Intersection of Milliken and 5th			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Widen Victoria Ave from EHS to I-15			554,000	412,341	293,999	0	0	0	0	0	0	**293,999**
	Construct a Traffic Signal at the Intersection of East and Miller			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of 6th and Rochester			481,000	738,737	526,720	0	0	0	0	0	0	**526,720**
	Construct a Traffic Signal at the Intersection of Carnelian and Banyan			539,000	600,297	428,012	0	0	0	0	0	0	**428,012**
	Construct a Traffic Signal at the Intersection of 6th and Hellman			617,000	1,081,710	771,973	0	0	0	0	0	0	**771,973**
	Construct a Traffic Signal at the Intersection of 6th and Utica			539,000	595,946	424,910	0	0	0	0	0	0	**424,910**
						7,224,872	**0**	**0**	**0**	**0**	**0**	**0**	**7,224,872**
Redlands	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			870,000	870,000	0	0	0	92,280	576,750	0	0	**669,030**
	Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave			885,000	885,000	0	0	0	0	96,125	584,440	0	**680,565**
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			800,000	800,000	0	0	76,900	538,300	0	0	0	**615,200**
	Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes			1,500,000	1,500,000	0	1,153,500	0	0	0	0	0	**1,153,500**
						0	**1,153,500**	**76,900**	**630,580**	**672,875**	**584,440**	**0**	**3,118,295**
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			25,098,000	15,022,010	8,878,008	0	0	0	0	0	0	**8,878,008**
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,505,000	4,780,875	2,825,497	0	0	0	0	0	0	**2,825,497**
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			792,000	888,254	524,958	0	0	0	0	0	0	**524,958**

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ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS

VALLEY ARTERIAL SUB-PROGRAM - FY2025/2026 to FY2029/2030

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MI Future	MI Total
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			9,022,000	8,272,659	4,889,141	0	0	0	0	0	0	**4,889,141**
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			7,554,000	6,298,766	4,087,120	0	0	0	0	0	0	**4,087,120**
	Widen Cactus Ave from Valley Blvd to Foothill Blvd from 3 to 4 lanes			774,000	481,229	284,406	0	0	0	0	0	0	**284,406**
	Widen Randall Ave from Cactus Ave to Riverside Ave from 2 to 4 lanes			745,000	4,284,491	2,532,134	0	0	0	0	0	0	**2,532,134**
						24,021,264	**0**	**0**	**0**	**0**	**0**	**0**	**24,021,264**
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	19,525,000	242,417,534	7,132,830	5,730,806	504,098	0	0	0	0	**13,367,734**
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	7,500,000	7,500,000	77,188	0	0	0	0	0	0	**77,188**
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes	8,479,000	9,000,000	4,541,832	0	0	0	0	0	0	**4,541,832**
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	8,500,000	8,500,000	35,009	0	0	866,560	3,380,000	0	0	**4,281,569**
						11,786,859	**5,730,806**	**504,098**	**866,560**	**3,380,000**	**0**	**0**	**22,268,323**
San Bernardino Sphere	Widen State Street from Adams St to Nolan St from 2 to 4 lanes			6,750,000	4,000,000	529,449	517,533	516,780	1,512,238	0	0	0	**3,076,000**
						529,449	**517,533**	**516,780**	**1,512,238**	**0**	**0**	**0**	**3,076,000**
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	1,870,000	0	0	0	0	913,220	0	0	**913,220**
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000	5,900,000	432,543	0	0	0	0	0	0	**432,543**
						432,543	**0**	**0**	**0**	**913,220**	**0**	**0**	**1,345,763**
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	8,059,000	2,030,000	1,402,000	0	0	0	0	0	0	**1,402,000**
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	26,968,000	9,053,000	6,208,000	0	0	0	0	0	0	**6,208,000**
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,804,000	6,767,000	1,740,000	0	750,000	1,500,000	750,000	0	0	**4,740,000**
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	699,000	10,002,000	6,869,000	0	0	0	0	0	0	**6,869,000**
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	20,248,000	16,545,000	9,861,000	0	700,000	700,000	700,000	0	0	**11,961,000**
						26,080,000	**0**	**1,450,000**	**2,200,000**	**1,450,000**	**0**	**0**	**31,180,000**
Total						**$ 107,269,115**	**$ 30,379,846**	**$ 30,203,577**	**$ 21,226,244**	**$ 6,597,049**	**$ 584,440**	**$ 5,803,765**	**$ 202,064,036**

Attachment: A1 - Attachment A - CPNA FY26-FY30 (12010 : Amendment No. 1 to the CPNA Project List for

Minute Action

AGENDA ITEM: 22

Date: November 5, 2025

Subject:
State Legislative Update

Recommendation:
Receive and file the October 2025 State Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, Seaside Advocacy, LLC, updated the Legislative Policy Committee on October 8, 2025, on the end of the 2025 Legislative Session, status of SBCTA/San Bernardino Council of Governments (SBCOG) bill positions and the extension of the Cap-and-Trade program.

2025 Legislative Session

The 2025 Legislative Session concluded on Saturday, September 13, 2025. A total of 2,833 bills were introduced this session, with 1,246 making it through the legislative process. Governor Gavin Newsom has until October 12, 2025, to sign or veto these bills. Legislators have returned to their districts and will now shift their focus to local events and efforts.

Before the summer recess, the Senate announced the election of a new President Pro Tem, or leader of the Senate. Senator Monique Limon, who represents Santa Barbara and Ventura, was elected amongst her peers and will take on the role beginning on November 17. She succeeds Senator Mike McGuire who is terming out in 2026.

Lastly, the Legislature will reconvene on January 5, 2026, to begin the new legislative session.

Cap-and-Trade Extension

Early in the legislative session, the Governor made clear his intention to extend the Cap-and-Trade program through 2045, and rebrand the program as Cap-and-Invest.

Legislative leaders on September 10, 2025, reached an agreement with the Governor to extend the State's greenhouse gas emissions program. Because the agreement landed so late in the final week of the legislative session, lawmakers had to waive rules so they could extend what was supposed to be their last day of session. The bill was among several late policy deals, including energy, affordability, and wildfire issues that necessitated a one-day extension of the 2025 legislative year.

The Cap-and-Invest language came in two separate bills, Assembly Bill (AB) 1207 (Irwin) and Senate Bill (SB) 840 (Limon).

While AB 1207 extended the program, SB 840 detailed the mechanism for Greenhouse Gas Reduction Fund expenditures. The mechanism is a tiered approach, requiring that one tranche of priorities be completely funded before allocating funds to the following set of priorities.

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

SB 840 prioritizes making whole the General Fund for fire fee and sales tax abatement replacement, as well as a new oversight body called the Legislative Counsel Bureau. Then, if there are funds left, $1 billion goes to high-speed rail, and $1 billion goes to the Legislature to allocate. In 2026-2027, the bill states that the Legislature intends to allocate $125 billion for free transit passes and a few other things, but leaves $750 million up to legislative negotiations. Finally, in the last tranche, assuming there is revenue, the Transit and Intercity Rail Capital Program would receive $400 million and the Low Carbon Transit Operations Program would receive $200 million. Those funds would be continuously appropriated.

Transit Transformation Task Force Update

SB 125 established the Transit Transformation Task Force (TTTF) to develop policy recommendations to grow transit ridership, improve the transit experience, and address long-term operational needs. The California State Transportation Agency (CalSTA) appointed 25 members to the TTTF, including representatives from state government, local agencies, academic institutions, advocacy organizations, and other stakeholders. CalSTA, in consultation with the TTTF, will prepare a report of findings and policy recommendations based on the TTTF's efforts and submit it to the Legislature by October 31, 2025.

Its final planned meeting was scheduled on September 30, 2025, in Sacramento. The Task Force is set to release its final report in October 2025. CalSTA publicly released a draft of the report's first several chapters in late July. The initial draft chapters highlight the post-shutdown distress currently experienced by most transit agencies, but chapters highlighting possible recommendations still remain.

Attachment A contains a list of legislative bills that the SBCTA/SBCOG have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Legislative Policy Committee on October 8, 2025.

Responsible Staff:
Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

ATTACHMENT A

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - October 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 334 (Petrie-Norris)	Would allow California tolling agencies to share all necessary toll information with out of state tolling agencies to aide in implementation of national interoperability.	Failed Senate Floor deadline to be acted upon, two-year bill. (9/13/25)	Support	3/12/2025
AB 394 (Wilson)	Would expand existing protections under California Penal Code to broaden coverage of the existing transit assault statute for operators to all transit employees and empowers transit agencies and courts with additional tools to deter harmful behavior and enhance safety across California's public transportation systems.	Passed out of Senate and sent to Governor for signature or veto. (9/12/25)	Support	3/12/2025
SB 800 (Reyes)	Would require Caltrans to establish a pilot program to install suicide deterrents on 5 freeway overpasses in the County of San Bernardino, prioritizing the placement of deterrents on freeway overpasses with the highest rates of documented suicides over the last 20 years.	Passed out of Assembly and sent to Governor for signature or veto. (9/13/25)	Support	5/14/2025
SB 415 (Reyes)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Passed out of Assembly and sent to Governor for signature or veto. (9/13/25)	Oppose unless amended.	6/4/2025

Attachment: Bill position matrix 10-25 (12001 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - October 2025

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 735 (Carillo)	Would make technical changes to regulations established by Assembly Bill 98 passed in 2024, regarding local land-use approvals of logistics and warehouse facilities.	Failed Senate Floor deadline to be acted upon, two-year bill. (9/13/25)	Oppose unless amended.	6/4/2025
AB 440 (Ramos)	Would require the Office of Suicide Prevention within the Department of Public Health to work with the Department of Transportation to identify cost-effective strategies to reduce suicides and suicide attempts on the state's bridges and roadways.	Passed out of Senate and sent to Governor for signature or veto. (9/11/25)	Support	6/11/2025

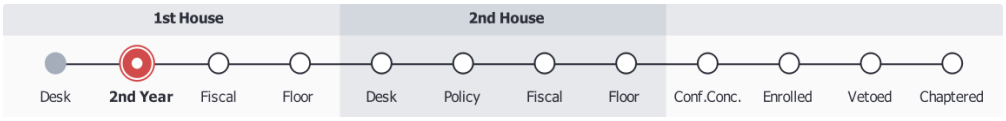
Attachment: Bill position matrix 10-25 (12001 : State Legislative Update)

ATTACHMENT B

SBCTA / SBCOG Bill Report

Sorted by: Measure
Wednesday, 09/24/2025

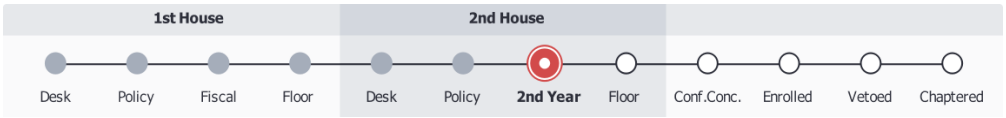
AB 3 (**Dixon, R**) **Alcohol and drug treatment facilities: local regulation.**
Last Amended: 03/20/2025
Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was HEALTH on 2/3/2025)(May be acted upon Jan 2026)



Location: 05/08/2025 - Assembly 2 YEAR
Summary: Would exempt an alcoholism or drug abuse recovery or treatment facility from being considered a residential use of property for the purposes of local regulation if multiple single-family dwellings are being used as a licensed or unlicensed alcohol or other drug recovery or treatment facility, they share an owner, a director, programs, or amenities with another facility, and any of the dwellings are within 300 feet of that facility, or if a single-family dwelling being used as an alcohol or other drug recovery or treatment facility shares an owner, a director, programs, or amenities with another facility that is commercially owned, operated, and licensed that is located anywhere in the state. (Based on 03/20/2025 text)

Subject: COG, Housing, Planning

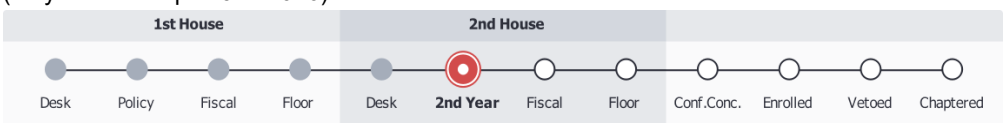
AB 6 (**Ward, D**) **Residential developments: building standards: review.**
Last Amended: 05/05/2025
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR
Summary: The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services and sets forth its powers and duties, including approval and adoption of building standards and codification of those standards into the California Building Standards Code (code). Current law requires the commission to publish, or cause to be published, editions of the code in its entirety once every 3 years. Current law requires the building standards and rules and regulations to impose substantially the same requirements as are contained in the most recent editions of specified international or uniform industry codes, including the International Residential Code of the International Code Council. Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency and requires the department to submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department. This bill would require the department to convene a working group no later than December 31, 2026, to research and consider identifying and recommending amendments to state building standards allowing residential developments to be built under the requirements of the California Residential Code, as specified. The bill would require the department, no later than December 31, 2027, 2028, to provide a one-time report of its findings to the Legislature in the annual report described above. The bill, if the report identifies and recommends amendments to building standards, would require the department to research, develop, and consider proposing the standards for adoption by the commission, as specified. (Based on 05/05/2025 text)

Subject: COG, Economic Development, Housing, Planning

AB 11 (**Lee, D**) **The Social Housing Act.**
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025) (May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR
Summary: Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are

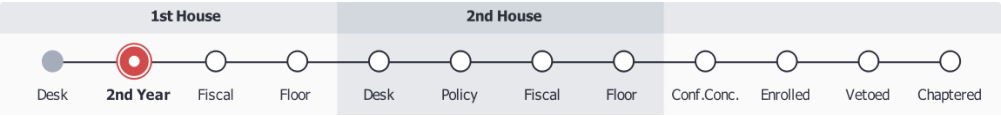
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Subject: COG, Housing

AB 12 (**Wallis, R**) **Low-carbon fuel standard: regulations.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024. (Based on 12/02/2024 text)

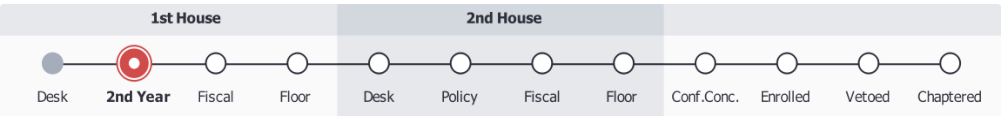
Subject: Air Quality, COG, Planning, Transportation

Subject: Air Quality, COG, Planning, Transportation

AB 20 (**DeMaio, R**) **Homelessness: People First Housing Act of 2025.**

Last Amended: 03/24/2025

Status: 05/21/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/24/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

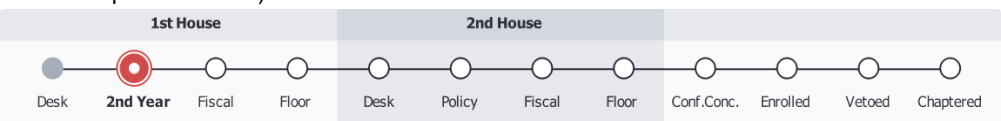
Summary: Would prohibit a homeless encampment from operating within 500 feet of a sensitive community area, including, but not limited to, a school, open space, or transit stop. The bill would prohibit a person from camping, as defined, in any public space, including a sidewalk, if a homeless shelter bed is available in the city where the public space is located. (Based on 03/24/2025 text)

Subject: COG, Housing, Planning

AB 21 (**DeMaio, R**) **Common interest developments: association management and meeting procedures.**

Last Amended: 03/24/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/24/2025)(May be acted upon Jan 2026)



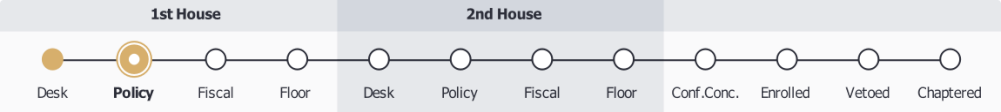
Location: 05/01/2025 - Assembly 2 YEAR

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest by an association. If a provision of that act requires an association to deliver a document by “individual delivery” or “individual notice,” the act requires the association to deliver that document in accordance with the preferred delivery method specified by the member. Current law also requires the board of an association to provide general notice of a proposed rule change at least 28 days before making the rule change, in accordance with certain procedures. This bill would revise the above-described rule change provision to require the board to provide individual notice pursuant to the above-described provision governing document delivery. (Based on 03/24/2025 text)

Subject: Funding

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

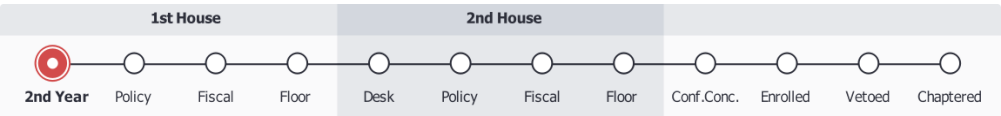
AB 23 (DeMaio, R) **The Cost of Living Reduction Act of 2025.**
Last Amended: 03/25/2025
Status: 03/26/2025 - Re-referred to Com. on U. & E.



Location: 03/24/2025 - Assembly Utilities and Energy
Summary: Current law vests the State Energy Resources Conservation and Development Commission (Energy Commission) with various responsibilities for developing and implementing the state's energy policies. This bill, the Cost of Living Reduction Act of 2025, would require the Energy Commission and the Public Utilities Commission to post, and update monthly, dashboards on their internet websites that include the difference in average gasoline prices and the average total price of electricity or natural gas in California compared to national averages, and any California-specific taxes, fees, regulations, and policies that directly or indirectly contribute to higher gasoline and electricity or natural gas prices within the state, as specified. The bill would require the Energy Commission and the PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental and nongovernmental drivers of California's higher gasoline prices and higher electricity and natural gas prices, and recommendations for policy changes to reduce the costs associated with those drivers, as specified. If the average price of gasoline in California exceeds 10% of the national average in the preceding quarter, the bill would require all taxes and fees on gasoline, as specified, to be suspended for a period of 6 months, and, if the average price of electricity or natural gas in California exceeds 10% of the national average in the preceding quarter, the bill would require the PUC to suspend the collection of all fees, as specified, charged on electricity and natural gas bills for a period of 6 months. (Based on 03/25/2025 text)

Subject: COG, Funding, Transportation

AB 26 (DeMaio, R) **Eliminate the Politicians' Perks Act of 2025.**
Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 12/2/2024)(May be acted upon Jan 2026)

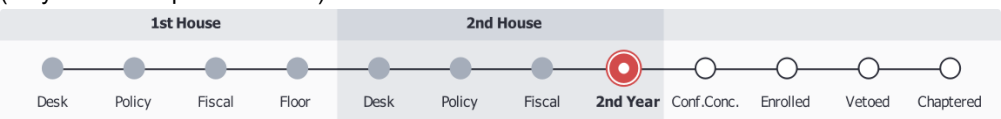


Location: 05/08/2025 - Assembly 2 YEAR
Summary: Would state the intent of the Legislature to enact legislation that holds elected officials accountable by prohibiting Members of the Legislature from accepting gifts or trading in individual stock, imposing a lifetime lobbying ban, eliminating exemptions for the Legislature from labor, workplace, and public record laws, and eliminating government pensions for local elected officials. (Based on 12/02/2024 text)

Subject: COG

Subject: COG

AB 33 (Aguiar-Curry, D) **Autonomous vehicles.**
Last Amended: 06/30/2025
Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/9/2025) (May be acted upon Jan 2026)



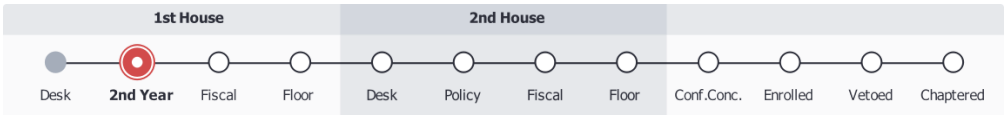
Location: 09/11/2025 - Senate 2 YEAR
Summary: Would prohibit the delivery of commercial goods, as defined, directly to a residence or to a business for its use or retail sale through the operation of an autonomous vehicle without a human safety operator on any highway within the State of California. The bill would make a first violation of this provision subject to a $10,000 administrative fine and a $25,000 administrative fine for subsequent violations. The bill would authorize the department to suspend or revoke the permit of an autonomous vehicle manufacturer for repeated violations of this provision. (Based on 06/30/2025 text)

Subject: Transit, Transportation

AB 34 (Patterson, R) **Air pollution: regulations: consumer costs: review.**
Last Amended: 03/13/2025

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/3/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

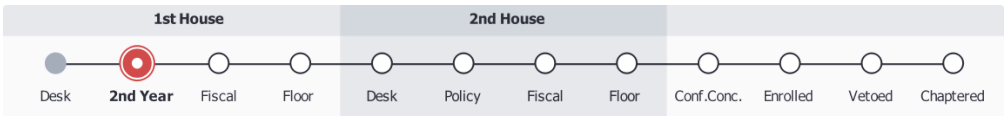
Summary: Pursuant to the California Global Warming Solutions Act of 2006, the State Air Resources Board has adopted the California Greenhouse Gas Cap-and-Trade Program to reduce emissions of greenhouse gases by applying a greenhouse gas allowance budget to specified entities and providing a trading mechanism for achieving compliance, as provided. The act requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations to reduce the carbon intensity of transportation fuels used in California, as specified. This bill would prohibit the state board from adopting any standard, regulation, or rule that affects the Low Carbon Fuel Standard or the California Greenhouse Gas Cap-and-Trade Program until the Legislative Analyst has analyzed the cost to the consumer of the proposed standard, regulation, or rule, as specified, and submitted its analysis to the Legislature. (Based on 03/13/2025 text)

Subject: Air Quality, COG, Transportation

AB 35 (**Alvarez, D**) **California Environmental Quality Act: clean hydrogen transportation projects.**

Last Amended: 04/21/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

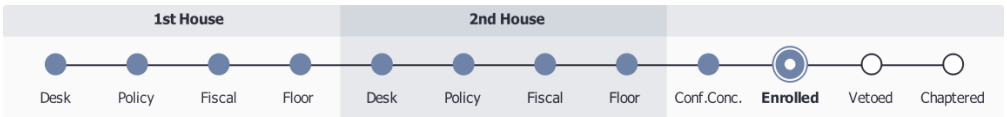
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would provide for limited CEQA review of an application for a discretionary permit or authorization for a clean hydrogen transportation project, as defined, by requiring the application to be reviewed through a clean hydrogen environmental assessment, unless otherwise requested by the applicant, as prescribed. The bill would, except as provided, require the lead agency to determine whether to approve the clean hydrogen environmental assessment and issue a discretionary permit or authorization for the project no later than 270 days after the application for the project is deemed complete. By imposing new duties on a lead agency, this bill would create a state-mandated local program. The bill would repeal these provisions on January 1, 2036. This bill contains other related provisions and other existing laws. (Based on 04/21/2025 text)

Subject: COG, Hydrogen, Transit, Transportation

AB 36 (**Soria, D**) **Housing elements: prohousing designation.**

Last Amended: 09/04/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/22/2025 - Assembly ENROLLED

Summary: The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. Existing law requires HCD to designate jurisdictions as prohousing pursuant to emergency regulations adopted by HCD, as prescribed, and to report those designations to the Office of Land Use and Climate Innovation. Current law specifies that these emergency regulations will remain in effect until HCD promulgates permanent prohousing regulations. This bill would instead require HCD to designate jurisdictions as prohousing pursuant to permanent regulations adopted by HCD to implement these provisions, as specified. Beginning with the 7th housing element cycle, upon request by a small rural jurisdiction, to the extent feasible, the bill would require HCD to evaluate materials from the small rural jurisdiction's housing element submission when determining whether the jurisdiction qualifies as prohousing, but only with respect to those small rural jurisdictions that have a compliant housing element. The bill would also prohibit HCD from requiring small rural jurisdictions to renew their prohousing

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

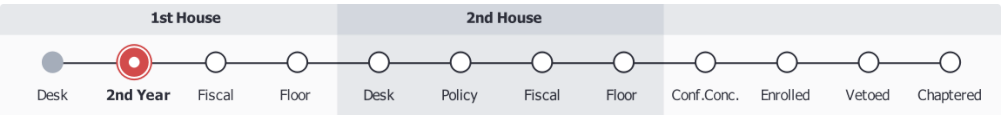
designation for at least 4 years. The bill would define “small rural jurisdiction” for these purposes to mean either a city with a population of fewer than 25,000 persons or a county with a population of fewer than 200,000 persons. (Based on 09/12/2025 text)

Subject: COG, Housing, Planning

AB 37 (**Elhawary, D**) **Workforce development: mental health service providers: homelessness.**

Last Amended: 03/13/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. & E. on 3/13/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

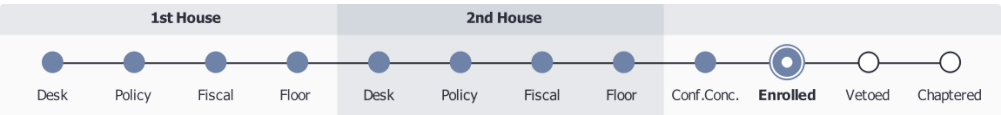
Summary: Current law establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California’s workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. Current law requires the board to assist the Governor in certain activities, including the review and technical assistance of statewide policies, programs, and recommendations to support workforce development systems in the state, as specified. This bill would require the board to study how to expand the workforce of mental health service providers who provide services to homeless persons. (Based on 03/13/2025 text)

Subject: COG, Economic Development, Planning

AB 39 (**Zbur, D**) **General plans: Local Electrification Planning Act.**

Last Amended: 09/04/2025

Status: 09/23/2025 - Enrolled and presented to the Governor at 4 p.m.



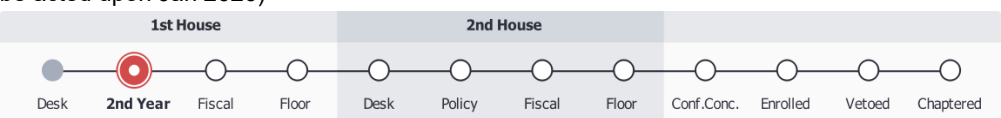
Location: 09/23/2025 - Assembly ENROLLED

Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city’s or county’s physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging and other zero-emission vehicle fueling infrastructure, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. (Based on 09/15/2025 text)

Subject: COG, Commuter Rail, Planning, Transit, Transportation

AB 41 (**Macedo, R**) **State Air Resources Board: regulations: impact estimates: retail gasoline prices: public disclosure.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: Would require the State Air Resources Board, in consultation with the State Energy Resources Conservation and Development Commission, before adopting or amending a regulation that imposes costs on gasoline refiners, distributors, or retailers, to make available to the public, including on its internet website, an estimate of the impact on retail gasoline prices due to the proposed new regulation or the existing regulation and

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

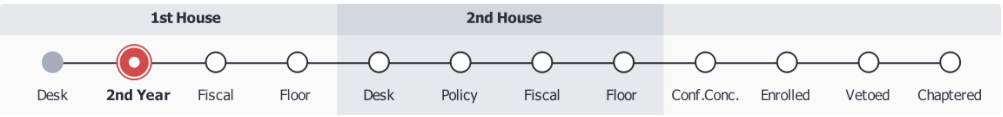
the proposed amendments to that regulation. The bill would require the estimate to include a maximum estimated impact on retail gasoline prices that assumes the maximum possible cost imposed, as specified, and that all costs are passed on to consumers. (Based on 12/02/2024 text)

Subject: COG, Transit, Transportation

AB 52 (**Aguiar-Curry, D**) **Native American resources.**

Last Amended: 04/21/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 4/24/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: Current law finds and declares it to be the public policy and in the public interest of California to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations. Existing law defines the term “conservation easement” for these purposes, and authorizes certain entities and organizations to acquire and hold conservation easements, including a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, if the conservation easement is voluntarily conveyed. This bill would instead authorize a California Native American tribe that is on the above-described contact list, to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, to acquire and hold conservation easements, if the conservation easement is voluntarily conveyed or otherwise conveyed pursuant to the California Environmental Quality Act. (Based on 04/21/2025 text)

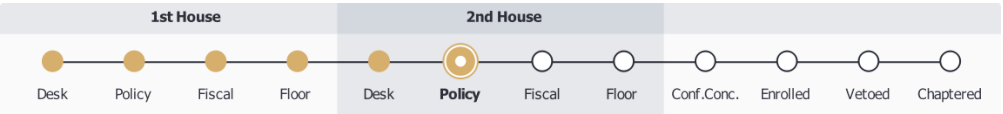
Subject: CEQA, COG, Planning, Transportation

Subject: CEQA, COG, Planning, Transportation

AB 69 (**Calderon, D**) **FAIR Plan policy notices and renewals.**

Last Amended: 09/11/2025

Status: 09/11/2025 - Senate Rule 29.3(b) suspended. (Ayes 29. Noes 10.) From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on INS.



Location: 06/18/2025 - Senate Insurance

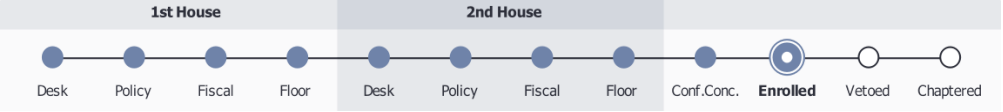
Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association to implement programs to help reduce the number of existing FAIR Plan policies. This bill would require the association to provide all policyholders with a notice regarding their coverage options at least annually, including with the initial policy issuance and upon each renewal. (Based on 09/11/2025 text)

Subject: COG, Housing

AB 76 (**Alvarez, D**) **Surplus land: exempt surplus land: sectional planning area.**

Last Amended: 07/17/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/22/2025 - Assembly ENROLLED

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency and defines terms for these purposes, including, among others, “surplus land” to mean land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Current law defines “exempt surplus land” to mean land that is subject to a sectional planning area document, as described, and meets specified requirements, including that the land identified in the adopted sectional planning area document was dedicated prior to January 1, 2019, at least 25% of the units are dedicated to lower income households, as specified, and that the land is

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and are not designated for students, faculty, or staff of an academic institution, or 500 units, whichever is greater, must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 09/12/2025 text)

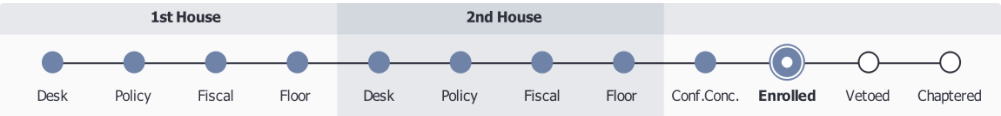
Subject: COG, Housing, Planning

Subject: COG, Housing, Planning

AB 226 (Calderon, D) **California FAIR Plan Association.**

Last Amended: 06/16/2025

Status: 09/17/2025 - Enrolled measure version corrected.



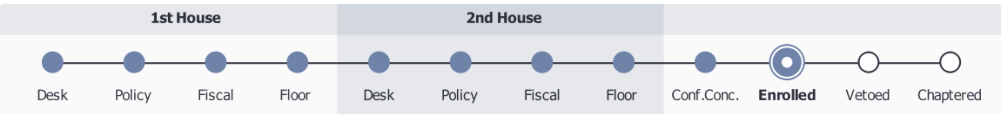
Location: 09/17/2025 - Assembly ENROLLED

Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate in administering a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law requires the association's plan of operation and any amendment to the plan to be approved by the Insurance Commissioner. Current law establishes the California Infrastructure and Economic Development Bank and authorizes it to issue bonds to provide funds for the payment of costs of a project for a participating party or upon request by a state entity. This bill would authorize the association, if granted prior approval from the commissioner, to request the California Infrastructure and Economic Development Bank to issue bonds and would authorize the bank to issue those bonds to finance the costs of claims, to increase liquidity and claims-paying capacity of the association, and to refund bonds previously issued for that purpose. The bill would specify that the association is a participating party and that financing all or any portion of the costs of claims or to increase liquidity and the claims-paying capacity of the association is a project for bond purposes. The bill would authorize the bank to loan the proceeds of issued bonds to the association and would authorize the association to enter into a loan agreement with the bank and to enter into a line of credit agreement or other agreement. (Based on 09/16/2025 text)

Subject: COG, Housing

AB 234 (Calderon, D) **California FAIR Plan Association governing committee.**

Status: 09/13/2025 - In Assembly. Ordered to Engrossing and Enrolling.



Location: 09/13/2025 - Assembly ENROLLMENT

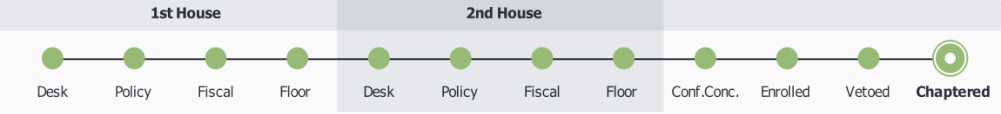
Summary: The California FAIR Plan Association is a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Current law establishes a governing committee for the association and prescribes its membership. This bill would require the Speaker of the Assembly and the Chairperson of the Senate Committee on Rules to serve as nonvoting, ex officio members of the governing committee, and would authorize each to name a designee to serve in their place. (Based on 09/16/2025 text)

Subject: COG, Housing

AB 238 (Harabedian, D) **Mortgage forbearance: state of emergency: wildfire.**

Last Amended: 07/10/2025

Status: 09/22/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 128, Statutes of 2025.



Location: 09/22/2025 - Assembly CHAPTERED

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

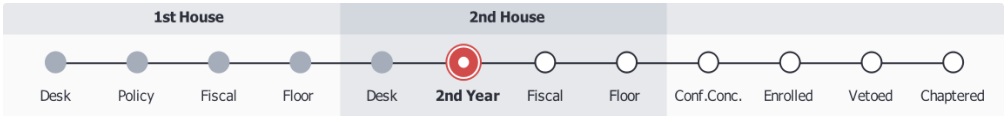
Summary: Current law requires a mortgage servicer to comply with applicable federal guidance regarding borrower options following a forbearance relating to the COVID-19 emergency. This bill would authorize a borrower who is experiencing financial hardship that prevents the borrower from making timely payments on a specified residential mortgage loan due directly to the wildfire disaster described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, or the federally declared disaster, declared on January 8, 2025, related to the Eaton Wildfire, the Palisades Fire, and the Straight-line Winds, to request forbearance on their residential mortgage loan, as prescribed. The bill would limit eligibility for that forbearance to loans that are secured by residential real property improved by 4 or fewer residential units. The bill would require the borrower to affirm that they are experiencing a financial hardship due to the wildfire disaster. Because the bill would expand the crime of perjury, the bill would impose a state-mandated local program. This bill would, except as specified, require a mortgage servicer to offer mortgage payment forbearance of a period of up to an initial 90 days, which shall be extended at the request of the borrower in 90-day increments, up to a maximum forbearance period of 12 months. The bill would also prohibit a mortgage servicer from assessing any late fees to the borrower's account or charging a default rate of interest during the forbearance period. The bill would provide that the forbearance period includes any period of forbearance related to the wildfire disaster that a mortgage servicer has provided to a borrower before the effective date of these provisions. The bill would require a mortgage servicer to report the credit obligations of borrowers under a disaster-related forbearance plan in compliance with the federal Fair Credit Reporting Act. (Based on 09/22/2025 text)

Subject: COG, Housing

AB 259 (**Rubio, Blanca, D**) **Open meetings: local agencies: teleconferences.**

Last Amended: 04/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

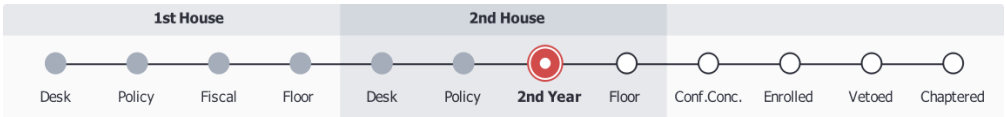
Subject: Open Meetings

Subject: Open Meetings

AB 261 (**Quirk-Silva, D**) **Fire safety: fire hazard severity zones: State Fire Marshal.**

Last Amended: 07/10/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR

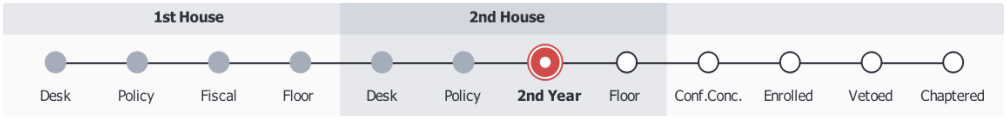
Summary: Current law requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Current law requires the State Fire Marshal to periodically review designated and rated zones and, as necessary, revise zones or their ratings or repeal the designation of zones. Current law also requires the State Fire Marshal to identify areas in the state that are not state responsibility areas as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, and to periodically review and, as necessary, make recommendations relative to very high fire hazard severity zones.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

This bill would prohibit the State Fire Marshal's determination of fire hazard severity zone, in both state responsibility areas and lands that are not state responsibility areas, from being based on risk mitigation activities. The bill would, as applied to both state responsibility areas and lands that are not state responsibility areas, authorize the State Fire Marshal, in periods between the State Fire Marshal's review of areas of the state for recommendations regarding an area's fire hazard severity zone, to confer with entities, including, but not limited to, public agencies, tribes, nonprofit organizations, project applicants, and members of the public, on actions that may impact the degree of fire hazard in an area or the area's recommended fire hazard severity zone designation. The bill would authorize the State Fire Marshal to provide a written response to an entity on actions that may impact the degree of fire hazard and would require this written response to be posted on the State Fire Marshal's internet website. (Based on 07/10/2025 text)

Subject: COG, Economic Development, Housing, Planning

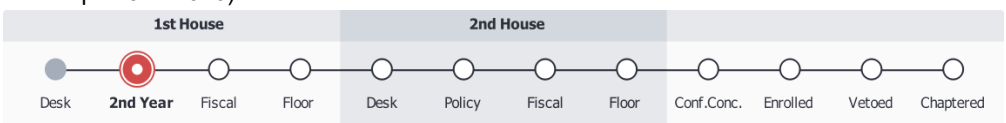
AB 266 (**Davies, R**) **Freeway Service Patrol Act: sponsorship agreement.**
Last Amended: 06/02/2025
Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 6/30/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR
Summary: The Freeway Service Patrol Act authorizes and provides funding for freeway service patrols, operated pursuant to an agreement between the Department of the California Highway Patrol, the Department of Transportation, and a regional or local governmental entity, to provide emergency roadside assistance on traffic-congested urban freeways throughout the state. The act requires each tow truck participating in a freeway service patrol to bear a specified logo that identifies the Department of the California Highway Patrol and the Department of Transportation, and, at the option of the entity, the participating regional or local entity. This bill would require the Department of Transportation, the Department of the California Highway Patrol, and participating and eligible regional and local entities to, each time the guidelines for program operations are updated after January 1, 2026, consider developing or revising and including in the guidelines operational requirements for sponsorship agreements between a participating regional or local entity and any private third party that allow for the display of the sponsor's name and logo on participating tow trucks, as provided. (Based on 06/02/2025 text)

Subject: COG, Funding, Transportation

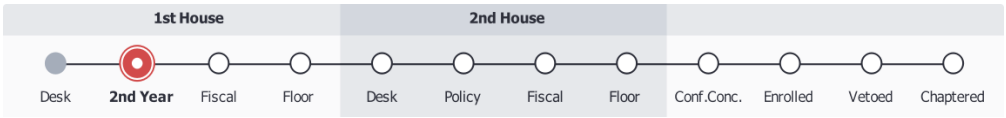
AB 267 (**Macedo, R**) **Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.**
Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR
Summary: Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention. (Based on 01/17/2025 text)

Subject: Cap & Trade, COG, Funding, Transit, Transportation

AB 273 (**Sanchez, R**) **Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improvements.**
Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025)(May be acted upon Jan 2026)



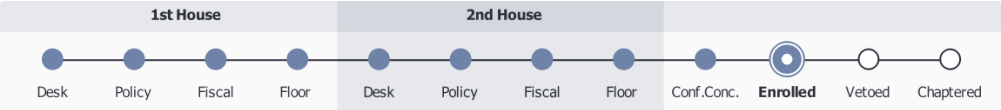
Location: 05/01/2025 - Assembly 2 YEAR
Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of greenhouse gas emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes. This bill would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026–27 fiscal year, would instead require 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to be transferred to the General Fund and for those moneys, upon appropriation, to be used to augment funding provided to local governments to improve infrastructure. (Based on 01/21/2025 text)

Subject: Funding, Planning, Transportation

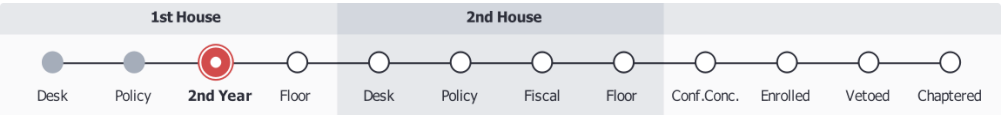
AB 289 (**Haney, D**) **State highway work zone speed safety program.**
Last Amended: 09/04/2025
Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/22/2025 - Assembly ENROLLED
Summary: Current law authorizes, until January 1, 2032, the City of Malibu to establish a speed safety system pilot program for speed enforcement on the Pacific Coast Highway if the system meets specified requirements. Current law requires the city to administer a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations. Current law requires the city to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. Current law also requires the city to develop guidelines for, among other things, the processing and storage of confidential information. Current law requires photographic or administrative records made by a system to be confidential, except as specified, and would only authorize public agencies to use and allow access to these records for specified purposes. This bill would authorize, until January 1, 2032, the Department of Transportation to establish a similar program for speed enforcement that utilizes up to 35 speed safety systems on state highway construction or maintenance areas, as specified. (Based on 09/12/2025 text)

Subject: COG, Transportation

AB 294 (**Gallagher, R**) **Recovery from disaster or emergency: funding priority.**
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)

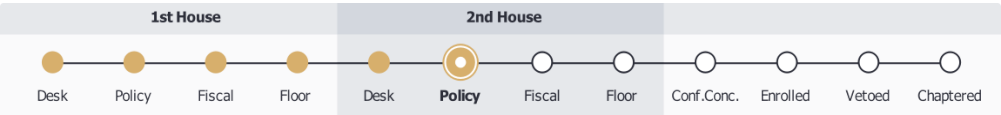


Location: 05/23/2025 - Assembly 2 YEAR
Summary: The Office of Emergency Services (OES) is under the supervision of the Director of Emergency Services. During a state of war emergency, a state of emergency, or a local emergency, current law requires the director to coordinate the emergency activities of all state agencies in connection with that emergency. This bill would authorize the OES to prioritize funding and technical assistance under specified programs, including, but not limited to, for infrastructure and housing recovery projects, in communities that suffered a loss in population and businesses due to a major federal disaster, state of emergency, or local emergency and have unmet recovery needs as a result of a major federal disaster, state of emergency, or local emergency. (Based on 01/23/2025 text)

Subject: Economic Development, Funding, Housing, Planning, Transportation

Subject: Economic Development, Funding, Housing, Planning, Transportation

AB 306 (**Schultz, D**) **Building regulations: state building standards.**
Last Amended: 06/23/2025
Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.



Location: 04/23/2025 - Senate Housing
Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law

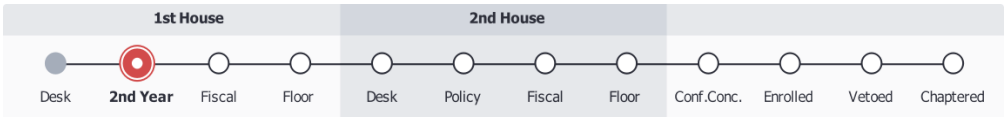
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 06/23/2025 text)

Subject: COG, Housing, Planning

AB 307 (**Petrie-Norris, D**) **Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Department of Forestry and Fire Protection: fire camera mapping system.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/10/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

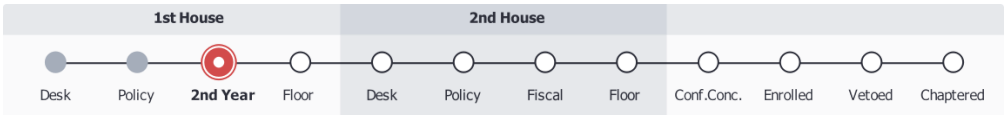
Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Of these funds, the act makes available $1,500,000,000, upon appropriation by the Legislature, for wildfire prevention, including, among other things, by making $25,000,000 available, upon appropriation by the Legislature, to the Department of Forestry and Fire Protection for technologies that improve detection and assessment of new fire ignitions. This bill would require, of the $25,000,000 made available to the department, $10,000,000 be allocated for purposes of the ALERTCalifornia fire camera mapping system. (Based on 01/23/2025 text)

Subject: Budget, COG, Funding, Planning

AB 314 (**Arambula, D**) **Affordable Housing and Sustainable Communities Program: project eligibility.**

Last Amended: 04/30/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR

Summary: Current law specifies the types of projects eligible for funding under the Affordable Housing and Sustainable Communities Program, including, among others, transit capital projects, active transportation capital projects, and transit-oriented development projects, as provided. This bill would expressly include certain transit capital projects and transit-oriented development projects near planned high-speed rail stations that meet specific criteria as eligible for funding under the program. (Based on 04/30/2025 text)

Subject: CEQA, COG, Commuter Rail, Economic Development, Funding, Housing, Planning, Transit, Transportation

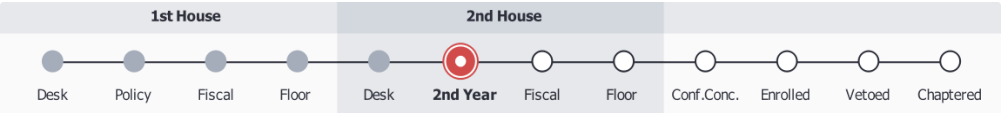
Subject: CEQA, COG, Commuter Rail, Economic Development, Funding, Housing, Planning, Transit, Transportation

AB 317 (**Jackson, D**) **California First Time Homeowner Dream Act.**

Last Amended: 04/29/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/4/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 07/17/2025 - Senate 2 YEAR

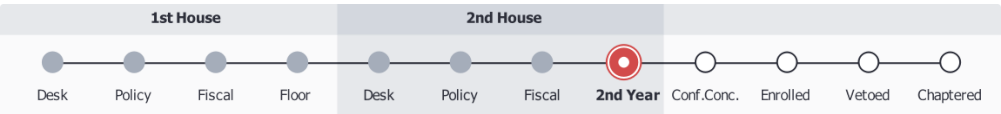
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law exempts various projects from CEQA, including projects related to the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing, as defined, that meet certain conditions. This bill would exempt from CEQA the new construction of a single-family dwelling that meets specified conditions, including that the project contains one single-family dwelling that is 1,500 square feet or less with no more than 3 bedrooms, the property is intended to be sold to a first-time home buyer, and the lead agency determines that the developer of the project or the property owner provided sufficient legal commitments to meet the requirements of the exemption. The bill would require the lead agency, if it determines that a project qualifies for the exemption, to file a notice of exemption with the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the county clerk, as specified. By placing additional requirements on the lead agency to make a determination on whether the CEQA exemption applies, and on local agencies to determine whether the project developer provided sufficient legal commitments, as described, the bill would impose a state-mandated local program. (Based on 04/29/2025 text)

Subject: CEQA, COG, Housing, Planning

AB 334 (**Petrie-Norris, D**) **Operators of toll facilities: interoperability programs: vehicle information.**

Last Amended: 07/17/2025

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/11/2025 - Senate 2 YEAR

Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide, regarding a vehicle's use of the toll facility, only the license plate number, transponder identification number, date and time of the transaction, and identity of the agency operating the toll facility. This bill would instead authorize an operator of a toll facility on federal-aid highways engaged in an interstate interoperability program to provide to an out-of-state toll agency or interstate interoperability tolling hub only the information regarding a vehicle's use of the toll facility that is license plate data, transponder data, or transaction data, and that is listed as "required" by specified national interoperability specifications. If the operator needs to collect other types of information to implement interstate interoperability, the bill would prohibit the operator from selling or otherwise providing that information to any other person or entity, as specified. (Based on 07/17/2025 text)

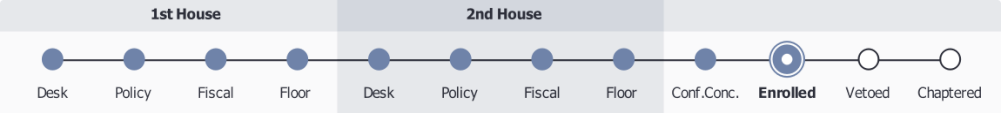
Position: Support

Subject: Express Lanes, Transportation

AB 339 (**Ortega, D**) **Local public employee organizations: notice requirements.**

Last Amended: 08/29/2025

Status: 09/15/2025 - Enrolled and presented to the Governor at 4:30 p.m.



Location: 09/15/2025 - Assembly ENROLLED

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

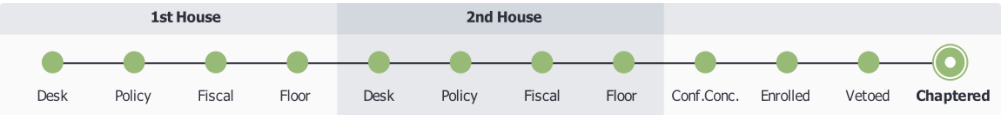
the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 45 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization, subject to certain exceptions. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 09/10/2025 text)

Subject: Transit

AB 370 (**Carrillo, D**) **California Public Records Act: cyberattacks.**

Last Amended: 03/12/2025

Status: 07/14/2025 - Chaptered by Secretary of State - Chapter 34, Statutes of 2025



Location: 07/14/2025 - Assembly CHAPTERED

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines "unusual circumstances" to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency's ability to timely respond to requests due to staffing shortages or closure of facilities, as provided. This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 07/14/2025 text)

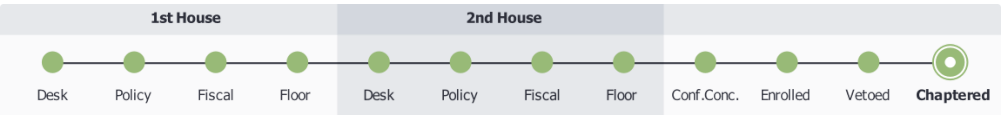
Subject: Open Meetings

Subject: Open Meetings

AB 390 (**Wilson, D**) **Vehicles: highway safety.**

Last Amended: 05/20/2025

Status: 07/28/2025 - Chaptered by Secretary of State - Chapter 58, Statutes of 2025



Location: 07/28/2025 - Assembly CHAPTERED

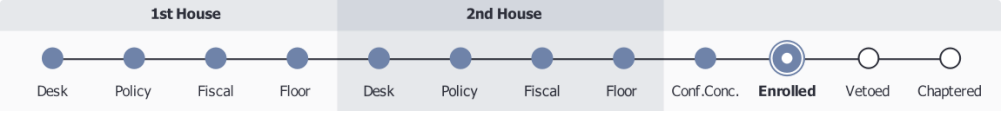
Summary: Current law requires a driver approaching, among others, a stationary marked Caltrans vehicle that is displaying flashing lights to approach with due caution and either change lanes to a lane not immediately adjacent to the vehicle, or, if unable to safely do so, slow to a reasonable and prudent speed, as specified. Current law makes a violation of that provision an infraction, punishable by a fine of not more than $50. This bill would expand that requirement to apply to all marked highway maintenance vehicles, as defined, and would also make that requirement applicable to any other stationary vehicle displaying flashing hazard lights or another warning device, including, but not limited to, cones, flares, or retroreflective devices. (Based on 07/28/2025 text)

Subject: Express Lanes, Transportation

AB 394 (**Wilson, D**) **Public transportation providers.**

Last Amended: 07/17/2025

Status: 09/12/2025 - In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.



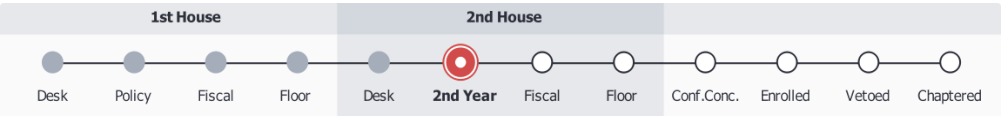
Location: 09/12/2025 - Assembly ENROLLMENT

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Summary: Current law provides that when a battery is committed against the person of an operator, driver, or passenger on a bus, taxicab, streetcar, cable car, trackless trolley, or other motor vehicle, as specified, and the person who commits the offense knows or reasonably should know that the victim is engaged in the performance of their duties, the penalty is imprisonment in a county jail not exceeding one year, a fine not exceeding $10,000, or both the fine and imprisonment. Current law also provides that if the victim is injured, the offense would be punished by a fine not exceeding $10,000, by imprisonment in a county jail not exceeding one year or in the state prison for 16 months, 2, or 3 years, or by both that fine and imprisonment. This bill would expand this crime to apply to an employee, public transportation provider, or contractor of a public transportation provider. (Based on 09/16/2025 text)

Position: Support
Subject: Commuter Rail, Transit, Transportation

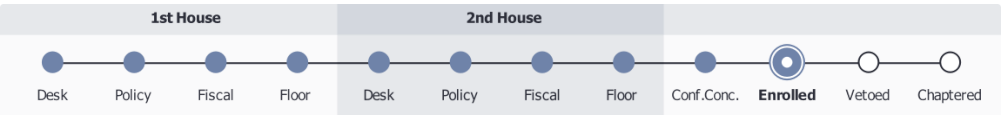
AB 431 (**Wilson, D**) **Advanced Air Mobility Infrastructure Act.**
Last Amended: 04/30/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR
Summary: The State Aeronautics Act governs various matters relative to aviation in the state, and authorizes the Department of Transportation to adopt, administer, and enforce rules and regulations for the administration of the act. Current law establishes the Advanced Air Mobility, Zero-Emission, and Electrification Aviation Advisory Panel to assess the feasibility and readiness of existing infrastructure to support a vertiport network to facilitate the development of advanced air mobility services, the development of a 3-year prioritized workplan for the state to advance advanced air mobility services, and pathways for promoting equity of access to advanced air mobility infrastructure, as specified. Current law requires the department, not later than January 1, 2025, to report to the Legislature on the infrastructure feasibility and readiness study and the 3-year prioritized workplan. This bill, the Advanced Air Mobility Infrastructure Act, would require the department to take certain actions related to advanced air mobility, as defined, including, among other things, developing a statewide plan, or updating the statewide aviation plan, to include vertiports, electric aviation charging, and the infrastructure needs of other advances in aviation technology, and designating a subject matter expert for advanced air mobility within the department, as specified. (Based on 04/30/2025 text)

Position: Watch
Subject: California Public Records Act

AB 440 (**Ramos, D**) **State bridges and overpasses: suicide prevention.**
Last Amended: 09/03/2025
Status: 09/16/2025 - Enrolled and presented to the Governor at 2 p.m.

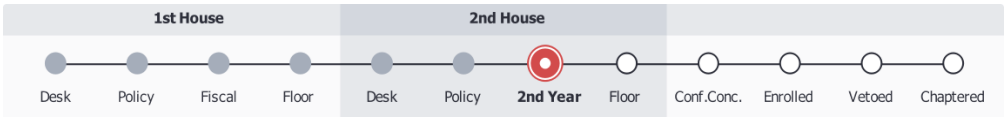


Location: 09/16/2025 - Assembly ENROLLED
Summary: Current law requires the Department of Transportation to install screening on state freeway overpasses to prevent objects from being dropped or thrown upon vehicles passing underneath, as provided. This bill would require, on or before July 1, 2028, the department to identify best practices for the implementation of suicide countermeasures designed to deter suicide attempts on bridges and overpasses, as provided. (Based on 09/11/2025 text)

Position: Support
Subject: Transportation

AB 443 (**Bennett, D**) **Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.**
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 08/29/2025 - Senate 2 YEAR

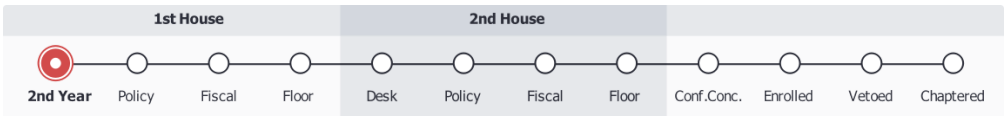
Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using curtailed solar and wind generation to produce hydrogen, as provided. (Based on 02/06/2025 text)

Subject: Air Quality, COG, Hydrogen, Planning, Transit, Transportation

Subject: Air Quality, COG, Hydrogen, Planning, Transit, Transportation

AB 444 (**Wilson, D**) **General plan: circulation element.**

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/6/2025)(May be acted upon Jan 2026)



Location: 05/08/2025 - Assembly 2 YEAR

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes certain mandatory elements, including a circulation element. Existing law requires a county or city, by January 1, 2028, to update its circulation element to meet specified requirements. This bill would make nonsubstantive changes to those provisions. (Based on 02/06/2025 text)

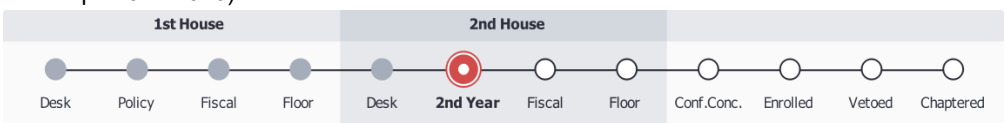
Subject: COG, Planning, Transit, Transportation

Subject: COG, Planning, Transit, Transportation

AB 467 (**Fong, D**) **Open meetings: teleconferences: neighborhood councils.**

Last Amended: 04/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



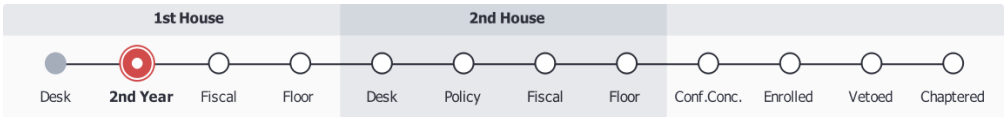
Location: 07/17/2025 - Senate 2 YEAR

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would extend the authorization for specified neighborhood city councils to use the alternate teleconferencing provisions described above until January 1, 2030. (Based on 04/21/2025 text)

Subject: Open Meetings

AB 488 (**Tangipa, R**) **Insurance: the California FAIR Plan Association.**

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was INS. on 2/24/2025)(May be acted upon Jan 2026)



Attachment: Bill Report 10-25 (12001 : State Legislative Update)

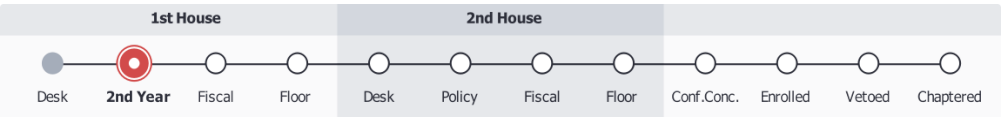
Location: 05/08/2025 - Assembly 2 YEAR

Summary: Current law required, within 90 days after July 23, 2021, the California FAIR Plan Association to file a new or amended rate application for basic property insurance with the Insurance Commissioner. Current law also requires the association to establish and maintain a statewide toll-free telephone number through which a person may receive information and assistance in applying for insurance through the plan and to cause the toll-free telephone number to be published in all general distribution telephone directories in the state. This bill would repeal the requirement to file a new or amended rate application and would delete the requirement that the toll-free number be published in all general distribution telephone directories in the state. (Based on 02/10/2025 text)

Subject: COG, Housing

AB 505 (**Castillo, R**) **Multifamily Housing Program: Homekey: report.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 2/24/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: Current law establishes the Multifamily Housing Program administered by the Department of Housing and Community Development. Current law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey. This bill would require the Legislative Analyst's Office to conduct an evaluation of the Homekey disbursement program described above to review the effectiveness of the program in relation to sustaining people experiencing homelessness, including, among other things, the number of housing units and projects funded since the program's inception, and the timeliness of the allocation of program funds provided to localities participating in the program, including, among other things, the average time between application submission and fund disbursement. (Based on 02/10/2025 text)

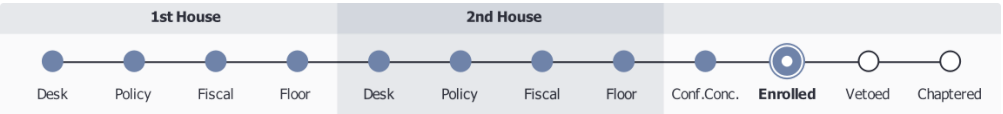
Position: Watch

Subject: California Public Records Act

AB 507 (**Haney, D**) **Adaptive reuse: streamlining: incentives.**

Last Amended: 09/05/2025

Status: 09/23/2025 - Enrolled and presented to the Governor at 4 p.m.



Location: 09/23/2025 - Assembly ENROLLED

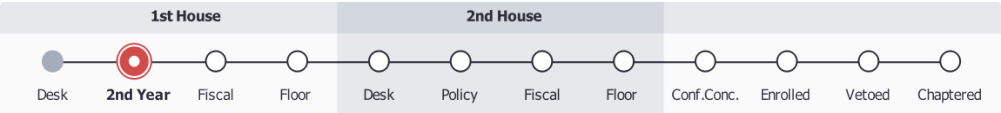
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements, subject to specified exceptions. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building or structure that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building or structure that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. (Based on 09/15/2025 text)

Subject: COG, Housing, Planning

AB 513 (**Gonzalez, Jeff, R**) **California Global Warming Solutions Act of 2006: scoping plan.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/24/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 05/01/2025 - Assembly 2 YEAR

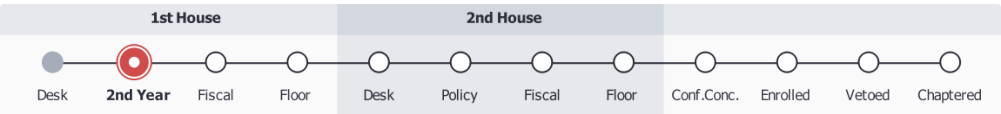
Summary: The State Air Resources Board is required to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. The California Global Warming Solutions Act of 2006 requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to include greenhouse gas emissions from wildlands and forest fires in the scoping plan. (Based on 02/10/2025 text)

Position: Watch

Subject: California Public Records Act

AB 520 (**Castillo, R**) **Homelessness and mental health: state funding information.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HUM. S. on 4/24/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: Current law provides funding for homelessness prevention and mental health services through various state programs, such as Housing First, and the Early Psychosis Intervention Plus Program. Current law establishes the State Department of Health Care Services and, among other things, requires the department to implement certain mental health services through contracts with a county or counties acting jointly. Current law requires the Governor to create a California Interagency Council on Homelessness to serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California, among other things. Current law requires the council to create a statewide data system with a goal of matching data on homelessness to programs impacting homeless recipients of state programs. This bill would require the Controller, by January 1, 2027, in collaboration with the department and the council to develop, publish, and maintain an online search portal that contains specified information relating to state funding for programs as described above. The bill would require the portal to include funding amounts provided in the current fiscal year and the previous 10 fiscal years, as well as specified information about the state program that received the funds and the department or agency that administers the program. (Based on 02/10/2025 text)

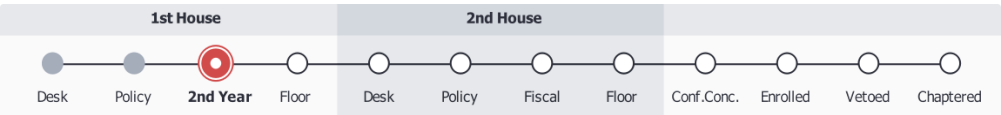
Position: Watch

Subject: California Public Records Act

AB 541 (**DeMaio, R**) **California Public Records Act Ombudsperson.**

Last Amended: 03/28/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR

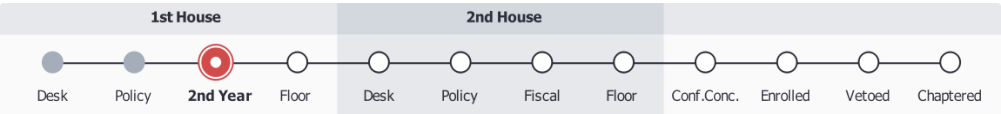
Summary: Would, until January 1, 2029, and subject to appropriation, establish the Office of the California Public Records Act Ombudsperson. The bill would require the Governor to appoint the ombudsperson subject to certain requirements. The bill would require the ombudsperson to receive and investigate requests for review, as defined, determine whether the denials of original requests, as defined, complied with the California Public Records Act, and issue written opinions of its determination, as provided. The bill would require the ombudsperson to create a process to that effect, and would authorize a member of the public to submit a request for review to the ombudsperson consistent with that process. The bill would require the ombudsperson, within 30 days from receipt of a request for review, to make a determination, as provided, and would require the state agency to provide the public record if the ombudsperson determines that it was improperly denied. The bill would require the ombudsperson to create a process through which a person whose information is contained in a record being reviewed may intervene to assert their privacy and confidentiality rights, and would otherwise require the ombudsperson to maintain the privacy and confidentiality of records, as provided. The bill would require the ombudsperson to report to the Legislature, on or before March 31, 2027, and annually thereafter, on, among other

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

things, the number of requests for review the ombudsperson has received in the prior year. (Based on 03/28/2025 text)

Position: Watch
Subject: California Public Records Act

AB 555 (**Jackson, D**) **Air resources: regulatory impacts: transportation fuel costs.**
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)

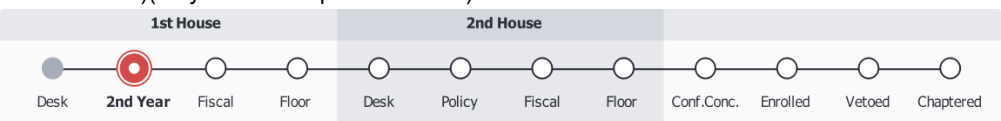


Location: 05/23/2025 - Assembly 2 YEAR
Summary: Would require the State Air Resources Board, on a quarterly basis, to submit to the relevant policy committees of the Legislature a report providing data and describing the impacts of its regulations of transportation fuels on the prices of those fuel to California consumers. (Based on 02/12/2025 text)

Subject: Air Quality, Cap & Trade, COG, Hydrogen, Planning, Transportation

Subject: Air Quality, Cap & Trade, COG, Hydrogen, Planning, Transportation

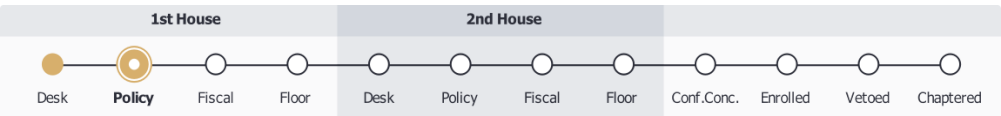
AB 567 (**DeMaio, R**) **Insurance: residential and commercial.**
Last Amended: 03/10/2025
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was REV. & TAX SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR
Summary: Current law divides insurance into classes, including, among others, life insurance, fire insurance, and marine insurance. Under current law, an insurer is entitled to payment of the premium as soon as the subject matter insured is exposed to the peril insured against. This bill would require, upon an appropriation, the state to pay for any annual increase in residential property insurance rates that is above either an annual increase of 7% or the annual national average increase in residential insurance premiums, whichever is lower. The bill would require, by March 31, 2026, the Department of Insurance, in consultation with insurers in the insurance industry, to provide a report to the Legislature on, among other things, how to slash regulations on the insurance market to achieve efficiencies to keep residential property insurance rates at or below the annual national average increase in residential insurance premiums. (Based on 03/10/2025 text)

Subject: COG, Housing, Planning

AB 590 (**Lee, D**) **Social Housing Bond Act of 2026.**
Status: 03/03/2025 - Referred to Com. on H. & C.D.

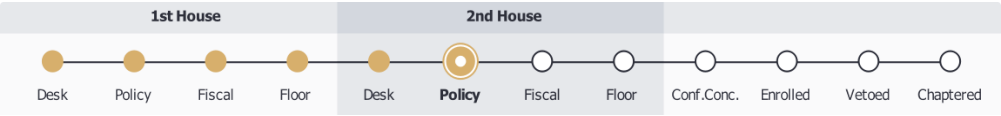


Location: 03/03/2025 - Assembly Housing and Community Development
Summary: Under current law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership, and downpayment assistance for first-time home buyers. Current law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $950,000,000 pursuant to the State General Obligation Bond Law, to fund social housing programs, as specified. The bill would create the California Housing Authority, which would be governed by the California Housing Authority Board, to ensure that social housing developments that are produced and acquired align with specified goals and would authorize the authority to issue the bonds and, upon appropriation of the Legislature, utilize funds from other sources to build more low, very low, and extremely low income housing. The bill would create the Social Housing Revolving Loan Fund to be used, upon appropriation of the Legislature, to provide zero-interest loan for the purpose of constructing housing to accommodate a mix of household incomes. (Based on 02/12/2025 text)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Subject: Budget, COG, Housing, Planning

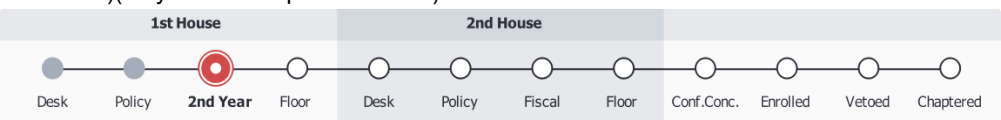
AB 609 (**Wicks, D**) **California Environmental Quality Act: exemption: housing development projects.**
Last Amended: 05/05/2025
Status: 05/20/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 05/20/2025 - Senate Rules
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

Subject: COG, Housing

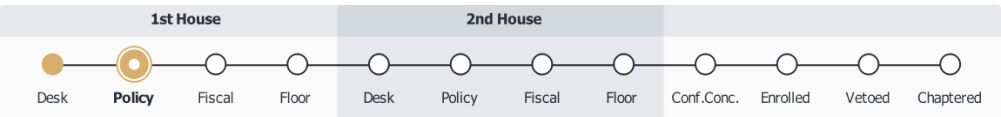
AB 612 (**Rogers, D**) **Transportation: Highway Design Manual: emergency response times.**
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR
Summary: Would require the Department of Transportation, on or before January 1, 2026, to update the Highway Design Manual to direct local governments to consult with local fire departments when making road improvements to ensure the improvements do not negatively impact emergency response times. (Based on 02/13/2025 text)

Subject: Planning, Transportation

AB 657 (**Alvarez, D**) **Otay Mesa East Toll Facility Act: public-private partnership agreements: toll revenues.**
Last Amended: 09/08/2025
Status: 09/09/2025 - Re-referred to Com. on TRANS.



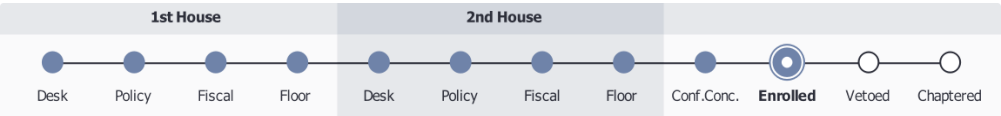
Location: 09/08/2025 - Assembly Transportation
Summary: The Otay Mesa East Toll Facility Act authorizes the San Diego Association of Governments (SANDAG) to carry out a construction project for the State Highway Route 11 corridor, including, among other things, highway improvements and international border crossing facilities, to be operated as a toll facility. Existing law authorizes SANDAG to fix and revise from time to time and charge and collect tolls and other charges only for entrance to or the use of the corridor, as provided. Current law authorizes SANDAG to use specified alternative project delivery methods under certain conditions. Existing law requires toll revenues to be used for specified costs, as provided. Current law defines “project” for purposes of the act to include facilities, whether or not now in existence, acquired or constructed to facilitate the movement of goods and people along the corridor or at the Otay Mesa East Port of Entry. This bill would revise and recast the act by, among other things, (1) revising the definition of “project” for purposes of the act to include facilities, whether or not now in existence, acquired or constructed to facilitate the movement of goods and people adjacent to the Otay Mesa East Port of Entry or to facilitate the generation of revenue for, or related to, the Otay Mesa East Port of Entry, (2) authorizing public-private partnerships, as specified, as an alternative project delivery method, (3) authorizing SANDAG to also impose tolls and other charges for the use of a project or property covered by the act, and (4) adding payments to

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

a private partner under a public-private partnership agreement to the categories of costs for which toll revenues are used under the act, as provided. (Based on 09/08/2025 text)

Subject: Planning, Transportation

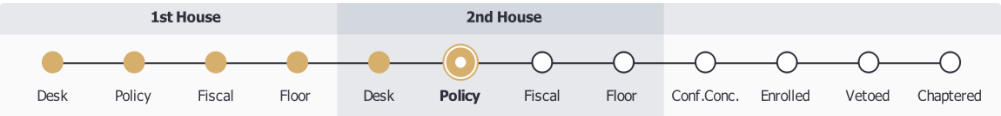
AB 670 (Quirk-Silva, D) **Planning and zoning: housing element: converted affordable housing units.**
Last Amended: 09/05/2025
Status: 09/12/2025 - In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.



Location: 09/12/2025 - Assembly ENROLLMENT
Summary: The Planning and Zoning Law requires each city, county, and city and county to adopt a general plan that includes, among other things, a housing element. After a legislative body has adopted all or part of a general plan, current law requires a planning agency among other things, to provide by April 1 of each year an annual report to specified entities that includes prescribed information, including the number of housing development applications received in the prior year, as specified, the number of units of housing demolished, and the number of new units of housing, as specified. This bill would, beginning with the report due by April 1, 2027, require specified information to be included in the report, including additional information regarding units of new housing, the units of housing demolished, and a report on replacement housing units, as specified. (Based on 09/16/2025 text)

Subject: COG, Housing, Planning

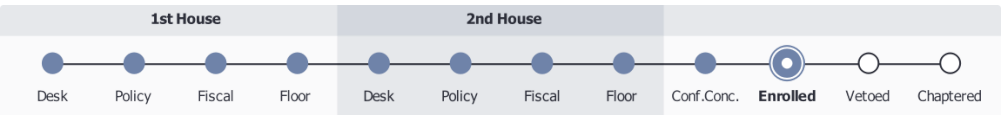
AB 698 (Wicks, D) **Local taxation: real property transfers.**
Last Amended: 06/02/2025
Status: 06/09/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 06/09/2025 - Senate Rules
Summary: Current statutory law, enacted by Proposition 62, as approved by the voters at the November 4, 1986, statewide general election, prohibits a local government or district from imposing any transaction tax or sales tax on the sale of real property within the city, county, or district, except as provided. The California Constitution authorizes cities organized under a charter to make and enforce all ordinances and regulations in respect to municipal affairs, which supersede inconsistent general laws. Existing law, the Documentary Transfer Tax Act, authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. This bill would require a legislative body of a city, as specified, before it adopts any transfer tax on the sale of real property, to develop and post on its internet website an analysis that examines, at a minimum, the effect of the proposed transfer tax on, among other things, the production of affordable housing, including affordable housing produced by market-rate housing projects. (Based on 06/02/2025 text)

Subject: COG, Housing, Planning

AB 712 (Wicks, D) **Housing reform laws: enforcement actions: fines and penalties.**
Last Amended: 07/03/2025
Status: 09/11/2025 - Enrolled and presented to the Governor at 4 p.m.



Location: 09/11/2025 - Assembly ENROLLED
Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for

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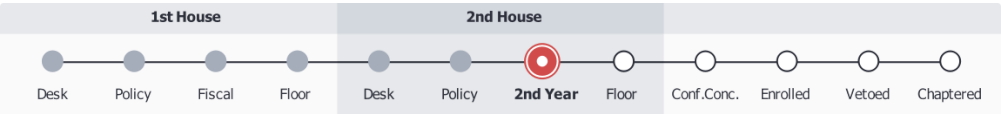
a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would extend any period of limitation for actions under any state law for a period of 60 days beginning on the date the applicant provides written notice to the local agency indicating its intent to commence an action. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 09/08/2025 text)

Subject: COG, Housing, Planning

AB 716 (**Carrillo, D**) **Fire safety standards: hydrogen facilities.**

Last Amended: 07/14/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

Summary: Would require the State Fire Marshal to appoint a hydrogen fire expert to answer questions and provide clarification on the implementation of hydrogen production, storage, and distribution facilities, ensuring that hydrogen facilities comply with the most up-to-date fire safety standards. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors to ensure that hydrogen-related safety protocols are understood and enforced statewide. (Based on 07/14/2025 text)

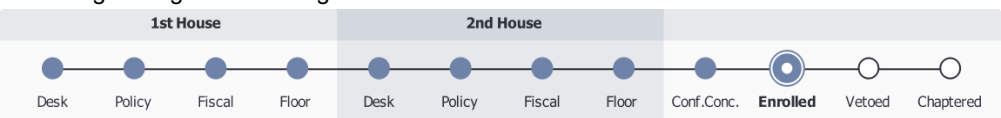
Subject: Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Subject: Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

AB 726 (**Ávila Farías, D**) **Planning and zoning: annual report: rehabilitated units.**

Last Amended: 09/04/2025

Status: 09/12/2025 - In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.



Location: 09/12/2025 - Assembly ENROLLMENT

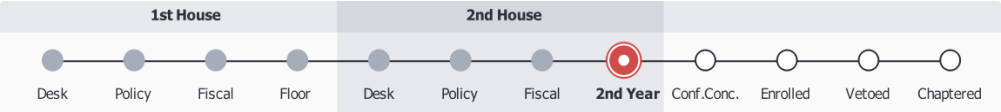
Summary: The Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the Department of Housing and Community Development. Current law requires the annual report to include, among other things, the city's or county's progress in meeting its share of regional housing needs, as specified. This bill would permit a local agency to include in its annual report the number of units of existing deed-restricted affordable housing within a specified affordability threshold that are at least 15 years old and have been substantially rehabilitated with at least $60,000 per unit in funds awarded from the city or county, as specified. The bill would prohibit any of the units included in the annual report from being considered when determining affordability requirements for the purposes of eligibility for streamlined approvals, as specified. (Based on 09/16/2025 text)

Subject: COG, Housing, Planning

AB 735 (**Carrillo, D**) **Planning and zoning: logistics use developments: truck routes.**

Last Amended: 09/09/2025

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)



Location: 09/13/2025 - Senate 2 YEAR

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including "21st century warehouse," and "tier 1 21st century warehouse," for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of "logistics use" and instead define "logistics use development" for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/09/2025 text)

Position: Oppose Unless Amend

Subject: Air Quality, Economic Development, Goods Movement, Planning, Transportation

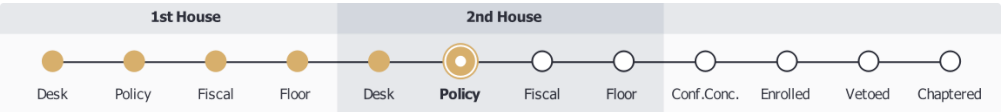
Position: Oppose Unless Amend

Subject: Air Quality, Economic Development, Goods Movement, Planning, Transportation

AB 736 (**Wicks, D**) **The Affordable Housing Bond Act of 2026.**

Last Amended: 04/10/2025

Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 06/04/2025 - Senate Rules

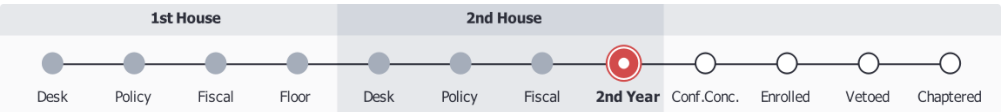
Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Subject: Budget, COG, Housing, Planning

AB 782 (**Quirk-Silva, D**) **Subdivisions: security.**

Last Amended: 07/16/2025

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)



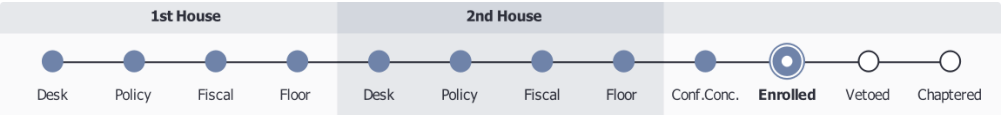
Location: 09/12/2025 - Senate 2 YEAR

Summary: The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill would prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement if the Real Estate Commissioner determines that security sufficient to protect the interests of purchasers, owners, and lessees, as necessary, has been furnished to a local agency for the same improvement pursuant to the provisions above requiring security under the Subdivision Map Act. (Based on 07/16/2025 text)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Subject: Housing, Planning

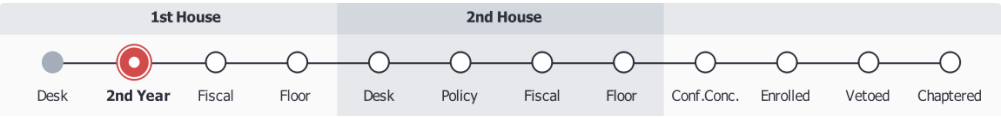
AB 790 (**Ávila Farías, D**) **Homelessness: single women with children.**
Last Amended: 05/05/2025
Status: 09/11/2025 - Enrolled and presented to the Governor at 4 p.m.



Location: 09/11/2025 - Assembly ENROLLED
Summary: Current law requires cities, counties, and continuums of care receiving state funding to address homelessness on or after January 1, 2024, to include families, people fleeing or attempting to flee domestic violence, and unaccompanied women within the vulnerable populations for whom specific system supports are developed to maintain homeless services and housing delivery. Current law also requires the cities, counties, and continuums of care to develop analyses and goals with victim service providers to address the specific needs of the above-described population with data measures not included within the Homeless Management Information System, in accordance with federal policies and specified guidelines. Current law requires the Interagency Council on Homelessness to set and measure progress on goals to prevent and end homelessness among domestic violence survivors and their children and among unaccompanied women in California. This bill would specifically include women with children in the populations described above. The bill would require the cities, counties, and continuums of care developing the analyses and goals described above to the Interagency Council on Homelessness. (Based on 09/08/2025 text)

Subject: COG, Housing, Planning

AB 854 (**Petrie-Norris, D**) **California Environmental Quality Act: exemptions.**
Last Amended: 04/22/2025
Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 4/24/2025)(May be acted upon Jan 2026)

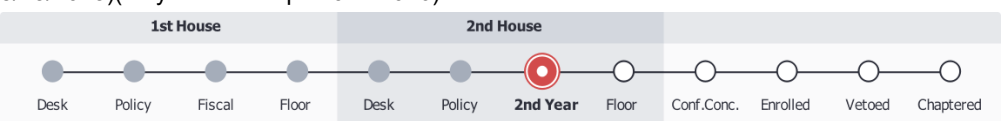


Location: 05/01/2025 - Assembly 2 YEAR
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from CEQA projects that consist of the inspection, maintenance, repair, restoration, reconditioning, reconductoring with advanced conductors, replacement, or removal of a transmission wire or cable used to conduct electricity or other piece of equipment that is directly attached to the wire or cable and that meet certain requirements. If a lead agency determines that a project is exempt from CEQA pursuant to the above provision, the bill would require the lead agency to file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk in each county in which the project is located, as provided. By increasing the duties of a lead agency, the bill would impose a state-mandated local program. (Based on 04/22/2025 text)

Subject: CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Housing, Hydrogen, Planning, Transit, Transportation

Subject: CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Housing, Hydrogen, Planning, Transit, Transportation

AB 891 (**Zbur, D**) **Transportation: Quick-Build Pilot Program.**
Last Amended: 06/25/2025
Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Location: 08/25/2025 - Senate 2 YEAR
Summary: Would establish the Quick-Build Pilot Program to expedite development and implementation of low-cost improvements on the state highway system, as specified. The bill would require the Department of

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

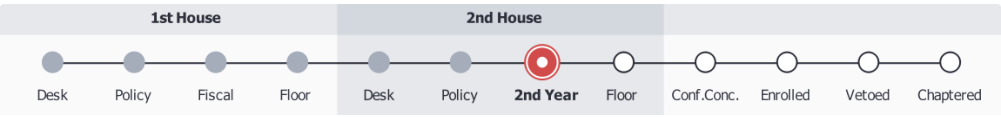
Transportation, on or before December 31, 2027, to develop and publish guidance for the deployment of district quick-build improvements. The bill would require the department, on or before December 31, 2028, to identify and commit to funding a minimum of 6 quick-build improvements statewide. (Based on 06/25/2025 text)

Subject: CEQA, Funding, Planning, Transportation

AB 902 (**Schultz, D**) **Transportation projects: barriers to wildlife movement.**

Last Amended: 07/10/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR

Summary: Current law requires the Department of Transportation (Caltrans), for any project on the state highway system in a connectivity area that adds a traffic lane or that has the potential to significantly impair wildlife connectivity, to perform an assessment, in consultation with the Department of Fish and Wildlife (DFW), to identify potential wildlife connectivity barriers and any needs for improved permeability, as specified. Current law requires the implementing agency to remediate barriers to wildlife connectivity in conjunction with the project if any structural barrier to wildlife connectivity exists or will be added by the project for target species in the connectivity area, as provided. Current law authorizes Caltrans to use compensatory mitigation credits to satisfy this requirement if DFW concurs with the use of those credits. This bill would require a lead agency to incorporate appropriate wildlife passage features into a transportation infrastructure project in a connectivity area, as specified. By requiring a lead agency to expand the scope of its transportation project, the bill would impose a state-mandated local program. (Based on 07/10/2025 text)

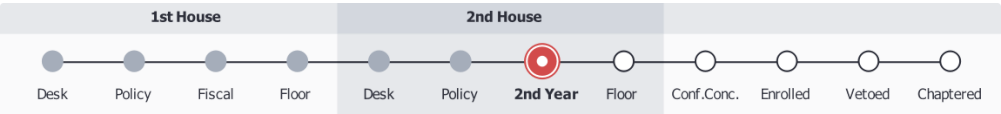
Subject: Air Quality, COG, Planning, Transportation

Subject: Air Quality, COG, Planning, Transportation

AB 906 (**González, Mark, D**) **Planning and zoning: housing elements: affirmatively furthering fair housing.**

Last Amended: 06/23/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/2/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR

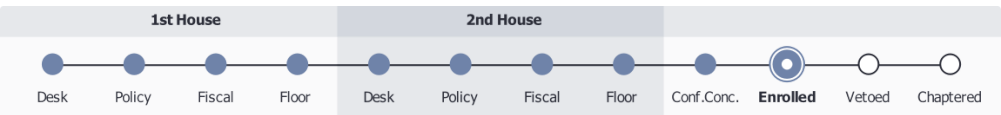
Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements. (Based on 06/23/2025 text)

Subject: COG, Housing, Planning

AB 915 (**Petrie-Norris, D**) **Dam safety: state supervision: exceptions.**

Last Amended: 07/17/2025

Status: 09/13/2025 - Joint Rules 61(a)(14) and 51(a)(4) suspended. Senate amendments concurred in. To Engrossing and Enrolling.



Location: 09/13/2025 - Assembly ENROLLMENT

Summary: Current law regulates the construction and operation of dams and exempts certain structures for these purposes. Current law exempts certain wastewater treatment and storage ponds constructed as part of a wastewater control facility, as provided, from the requirements for state regulation and supervision of the safety of dams. This bill would additionally exempt from the requirements for state regulation and supervision of the safety of dams certain water storage facilities, structures, and activities associated with an energy storage system facility

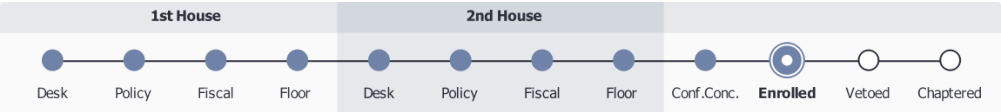
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

located in the County of Kern, as specified, that uses compressed air technology and meets certain criteria, including, among other things, a maximum water pool height of 25 feet or less from the final engineered grade, a maximum storage capacity of 1,500 acre-feet or less, and supervision of the design and construction by a registered civil engineer. (Based on 09/16/2025 text)

Subject: Air Quality, Budget, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Subject: Air Quality, Budget, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

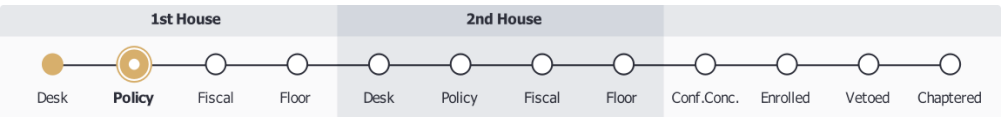
AB 920 (Caloza, D) **Permit Streamlining Act: housing development projects: centralized application portal.**
Last Amended: 07/07/2025
Status: 09/04/2025 - Enrolled and presented to the Governor at 4 p.m.



Location: 09/04/2025 - Assembly ENROLLED
Summary: The Permit Streamlining Act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law requires a city or county that has an internet website to, among other things, make a fee estimate tool that the public can use to calculate an estimate of fees and exactions for a proposed housing development project available on its internet website. This bill would require a city or county with a population of 150,000 or more persons to make a centralized application portal available on its internet website to applicants for housing development projects, as prescribed. The bill would, notwithstanding that provision, authorize a city or county described above to make a centralized application portal available on its internet website no later than January 1, 2030, if the legislative body of the city or county, on or before January 1, 2028, takes certain action, including initiating a procurement process to make a centralized application portal available on its internet website. The bill would require the centralized application portal to allow for tracking of the status of an application. The bill would specify that a city or county is not required to provide the status of any permit or inspection required by another local agency, a state agency, or a utility provider. (Based on 09/02/2025 text)

Subject: CEQA, COG, Housing, Planning

AB 939 (Schultz, D) **The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.**
Status: 03/10/2025 - Referred to Com. on TRANS.

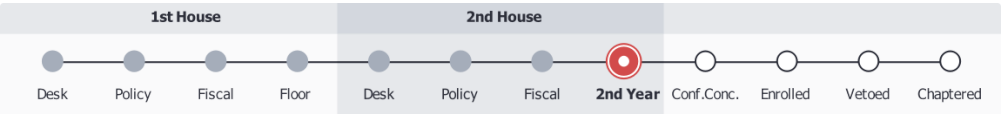


Location: 03/10/2025 - Assembly Transportation
Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

Subject: Budget, COG, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

Subject: Budget, COG, Commuter Rail, Economic Development, Funding, Hydrogen, Planning, Transit, Transportation

AB 954 (Bennett, D) **Interregional transportation strategic plan: bicycle highways.**
Last Amended: 06/30/2025
Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 8/29/2025)(May be acted upon Jan 2026)



Location: 09/11/2025 - Senate 2 YEAR

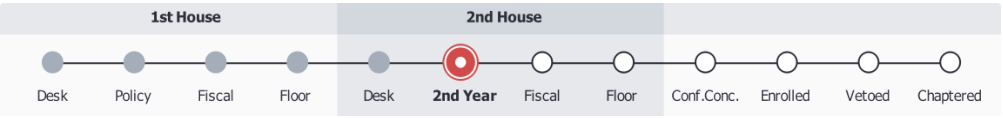
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Summary: Current law requires transportation projects included in the interregional transportation improvement program (ITIP) to be consistent with the interregional transportation strategic plan (ITSP). Current law requires the Department of Transportation to submit the ITSP to the California Transportation Commission for approval and requires the ITSP, among other things, to be directed at achieving a high functioning and balanced interregional transportation system and consistent with the California Transportation Plan. This bill would require, to the extent feasible and consistent with the California Transportation Plan, the department to assess incorporating bicycle highways into strategic interregional corridors within the ITSP. (Based on 06/30/2025 text)

Subject: COG, Funding, Planning, Transportation

Subject: COG, Funding, Planning, Transportation

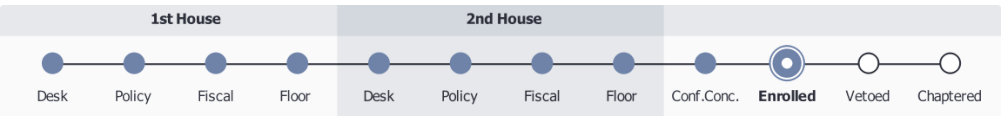
AB 956 (**Quirk-Silva, D**) **Accessory dwelling units: ministerial approval: single-family dwellings.**
Last Amended: 03/17/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/4/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR
Summary: Current law requires a local agency to ministerially approve building permit applications within a residential or mixed-use zone to create, among others, one detached, new construction, accessory dwelling unit that does not exceed 4-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling, as specified. This bill would increase the number of detached, new construction, accessory dwelling units that a local agency is required to ministerially approve on lots with a proposed or existing single-family dwelling, as described above, to 2. By imposing new duties on local governments with respect to the approval of accessory dwelling units, the bill would impose a state-mandated local program. (Based on 03/17/2025 text)

Subject: COG, Economic Development, Housing, Planning

AB 975 (**Gallagher, R**) **Lake and streambed alteration agreements: exemptions: culverts and bridges.**
Last Amended: 09/02/2025
Status: 09/13/2025 - Joint Rules 61(a)(14) and 51(a)(4) suspended. Senate amendments concurred in. To Engrossing and Enrolling.

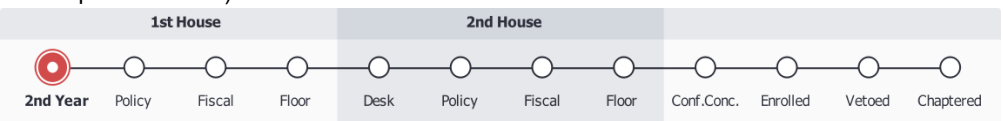


Location: 09/13/2025 - Assembly ENROLLMENT
Summary: Current law prohibits a person, a state or local governmental agency, or a public utility from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, unless prescribed requirements are met, including written notification to the Department of Fish and Wildlife regarding the activity. Current law requires the department to determine whether the activity may substantially adversely affect an existing fish and wildlife resource and, if so, to provide a draft lake or streambed alteration agreement to the person, agency, or utility. Current law prescribes various requirements for lake and streambed alteration agreements. Existing law also establishes various exemptions from these provisions. This bill would, until January 1, 2027, exempt from these provisions, subject to certain requirements, projects to repair or reconstruct a bridge 30 feet long or less or a culvert 70 feet long or less within the County of Sutter that has been damaged or destroyed as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, between January 1, 2022, and December 31, 2024, inclusive, except as specified. (Based on 09/16/2025 text)

Subject: CEQA, COG, Planning, Transportation

Subject: CEQA, COG, Planning, Transportation

AB 1010 (**Rodriguez, Michelle, D**) **Local government: broadband: traffic control requirements: state standard.**
Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/20/2025)(May be acted upon Jan 2026)



Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Location: 05/08/2025 - Assembly 2 YEAR

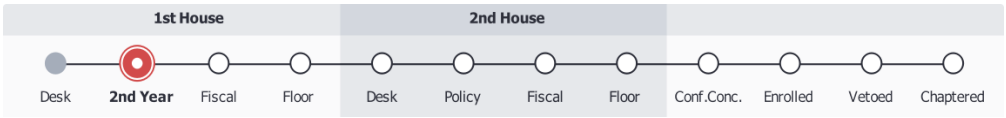
Summary: Current law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, and provides that "public utility" for these purposes means to supply the inhabitants of that municipal corporation with specified services, including a means of communication. Current law similarly authorizes a municipal utility district and a public utility district to acquire, construct, own, operate, control, or use works for supplying the inhabitants of the district with specified services, including a means of communication. Current law authorizes a county service area to acquire, construct, improve, maintain, and operate broadband internet access services. This bill would state the intent of the Legislature to enact legislation to implement a state standard of traffic control requirements for local governments during broadband deployment. (Based on 02/20/2025 text)

Subject: COG, Economic Development, Planning

AB 1070 (**Ward, D**) **Transit districts: governing boards: compensation: nonvoting members.**

Last Amended: 04/03/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/17/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

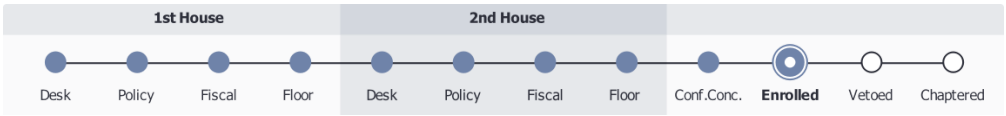
Summary: Current law provides for the formation of various transit districts and specifies the duties and powers of their governing boards. Current law authorizes a transit district to compensate a member of the governing board for attending a board meeting and for engaging in other district business, as provided. This bill would prohibit a transit district from compensating a member of the governing board unless the member demonstrates personal use of the transit system, as specified. The bill would require the governing board of a transit district to include 2 nonvoting members and 4 alternate nonvoting members, as specified. The bill would require nonvoting members and alternate nonvoting members to have certain rights and protections, including the right to attend and participate in all public meetings of the governing board, except as specified. The bill would require the chair of the governing board of a transit district to exclude these nonvoting members from meetings discussing, among other things, negotiations with labor organizations. (Based on 04/03/2025 text)

Subject: Open Meetings, Transit, Transportation

AB 1089 (**Carrillo, D**) **Western Joshua Tree Conservation Act: industrial projects and commercial projects: tree removal and trimming.**

Last Amended: 07/21/2025

Status: 09/12/2025 - In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.



Location: 09/12/2025 - Assembly ENROLLMENT

Summary: The Western Joshua Tree Conservation Act prohibits any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Current law authorizes the Department of Fish and Wildlife to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. Current law authorizes any person or public agency receiving a take authorization for a project to pay specified fees in lieu of satisfying the mitigation obligation on several bases, including if the project receives a permit issued by a county or city. This bill would additionally authorize the department to enter into an agreement with any city to delegate to the city the ability to authorize the taking of western Joshua trees associated with developing commercial and industrial projects. The bill would, relative to other project types subject to delegated local mitigation authority, limit the bases for commercial or industrial projects to pay specified fees in lieu of satisfying the mitigation obligation, as provided. (Based on 09/16/2025 text)

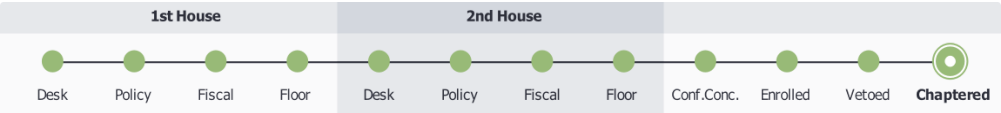
Subject: COG, Economic Development, Housing, Planning

AB 1114 (**Ávila Farías, D**) **Emergency vehicles: fee and toll exemptions.**

Last Amended: 06/12/2025

Status: 07/30/2025 - Chaptered by Secretary of State - Chapter 87, Statutes of 2025

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 07/30/2025 - Assembly CHAPTERED

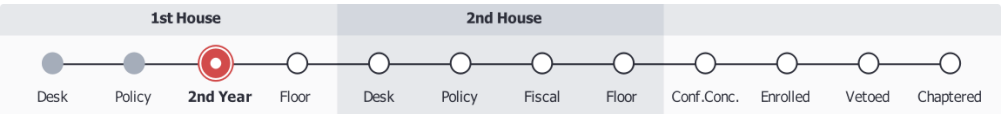
Summary: Current law provides for the exemption of authorized emergency vehicles from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including, among others, the vehicle is displaying an exempt license plate and a public agency identification, such as “Police.”This bill would include in the exemption of an authorized emergency vehicle exempt from the payment of a toll or charge a vehicle displaying an exempt license plate and “Ambulance.” (Based on 07/30/2025 text)

Subject: Express Lanes, Transportation

AB 1132 (**Schiavo, D**) **Department of Transportation: climate change vulnerability assessment: community resilience assessment.**

Last Amended: 04/10/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR

Summary: Would require the Department of Transportation, on or before January 1, 2029, to identify key community resilience indicators for measuring the impacts of climate-induced transportation disruptions, as specified. The bill would also require the department, on or before January 1, 2030, to include in the Climate Change Vulnerability Assessment reports an evaluation of the broader social and economic impacts on communities connected to the evaluated infrastructure risks, as specified. (Based on 04/10/2025 text)

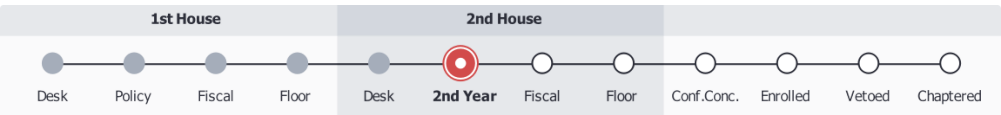
Subject: Air Quality, COG, Planning, Transportation

Subject: Air Quality, COG, Planning, Transportation

AB 1145 (**Gonzalez, Jeff, R**) **State highways: safety: State Highway Route 74: report.**

Last Amended: 05/23/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/18/2025)(May be acted upon Jan 2026)



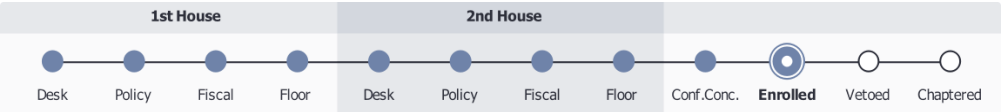
Location: 07/17/2025 - Senate 2 YEAR

Summary: Would require the Department of Transportation, on or before December 31, 2027, to conduct a study on highway safety on State Highway Route 74. The bill would require the study to collect specified data over the preceding 10 years, as provided, and to develop recommendations to improve highway safety on State Highway Route 74, including recommendations on how to address enforcement facility bypassing on roadways other than State Highway Route 74, as specified. The bill would require the department to report its findings and recommendations to the Legislature on or before December 31, 2027. The bill would repeal these provisions as of January 1, 2029. (Based on 05/23/2025 text)

AB 1154 (**Carrillo, D**) **Junior accessory dwelling units.**

Last Amended: 07/03/2025

Status: 09/09/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/09/2025 - Assembly ENROLLED

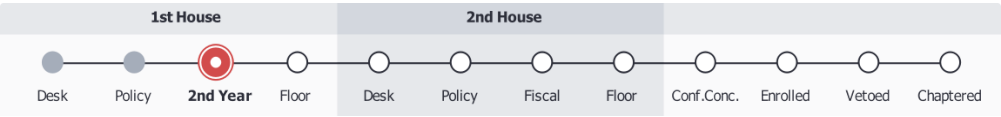
Summary: The Planning and Zoning Law, among other things, provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law requires an ordinance that provides for the creation of a junior accessory dwelling unit to, among other things, require owner-occupancy in the single-family

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

residence in which the junior accessory dwelling unit is permitted. Under this bill, that owner-occupancy requirement would apply only if the junior accessory dwelling unit has shared sanitation facilities with the existing structure. The bill would require an ordinance that provides for the creation of a junior accessory dwelling unit to require that a rental of a junior accessory dwelling unit be for a term longer than 30 days. (Based on 09/05/2025 text)

Subject: COG, Housing, Planning

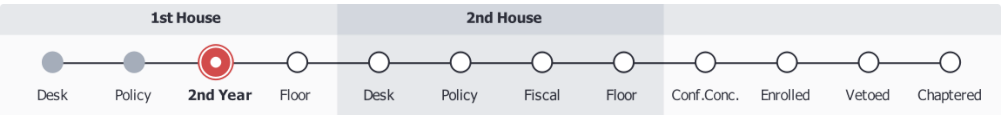
AB 1165 (**Gipson, D**) **California Housing Justice Act of 2025.**
Last Amended: 03/24/2025
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/30/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR
Summary: Current law establishes the Homeless Housing, Assistance, and Prevention Program administered by the Business, Consumer Services, and Housing Agency for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges, as specified. Current law also establishes the Department of Housing and Community Development in the agency and makes the department responsible for administering various housing programs throughout the state, including, among others, the Multifamily Housing Program, the Housing for a Healthy California Program, and the California Emergency Solutions Grants Program. This bill would enact the California Housing Justice Act of 2025, which would create the California Housing Justice Fund in the General Fund and would require the Legislature to invest an ongoing annual allocation into that fund in an amount needed to solve homelessness and housing unaffordability, as specified. The bill would require moneys in the fund to be appropriated by the Legislature annually to the department and to be expended by the agency to fund, among other things, the development, acquisition, rehabilitation, and preservation of affordable and supportive housing that is affordable to acutely low, extremely low, very low, and lower income households, as provided. (Based on 03/24/2025 text)

Subject: COG, Housing, Planning

AB 1198 (**Haney, D**) **Public works: prevailing wages.**
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR
Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2026, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2026. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. (Based on 02/21/2025 text)

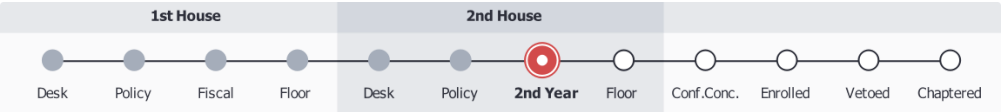
Subject: COG, Funding, Planning, Procurement, Transportation

Subject: COG, Funding, Planning, Procurement, Transportation

AB 1206 (**Harabedian, D**) **Single-family and multifamily housing units: preapproved plans.**
Last Amended: 08/18/2025

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)



Location: 08/29/2025 - Senate 2 YEAR

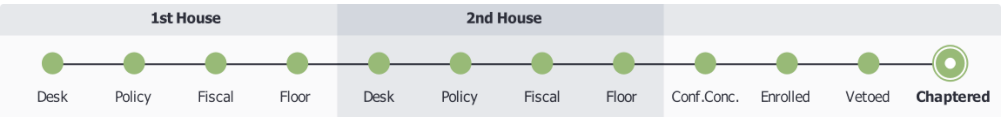
Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

Subject: COG, Housing, Planning

AB 1207 (**Irwin, D**) **Climate change: market-based compliance mechanism: extension.**

Last Amended: 09/10/2025

Status: 09/19/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 117, Statutes of 2025.



Location: 09/19/2025 - Assembly CHAPTERED

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit, as defined. The act authorizes the state board to revise regulations or adopt additional regulations to further the act. The act authorizes that state board to include in those regulations the use of a market-based compliance mechanism to comply with those regulations. This bill would require the state board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions to instead achieve certain emissions reductions goals and the purposes of the act. The bill would require the state board, in adopting regulations, to design the regulations in a manner that transitions support from gas corporations to electrical distribution utilities to minimize ratepayer impacts and meet the emissions reduction goals of the act. The bill would require the state board to consider the effects of the regulations on affordability, cost-effectiveness, minimization of leakage in California, and achieving the emissions reduction goals of the act. (Based on 09/19/2025 text)

Subject: Air Quality, Budget, Cap & Trade, COG, Commuter Rail, Funding, Goods Movement, Hydrogen, Planning, Transit, Transportation

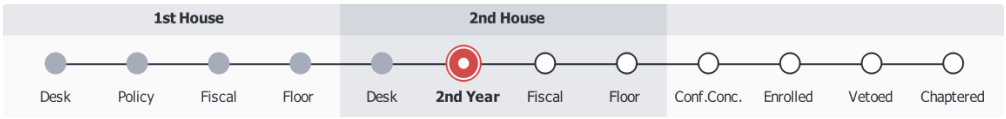
Subject: Air Quality, Budget, Cap & Trade, COG, Commuter Rail, Funding, Goods Movement, Hydrogen, Planning, Transit, Transportation

AB 1237 (**McKinnor, D**) **Ticket sellers: event tickets: transit tickets.**

Last Amended: 05/29/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was B., P. & E.D. on 6/2/2025) (May be acted upon Jan 2026)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 07/17/2025 - Senate 2 YEAR

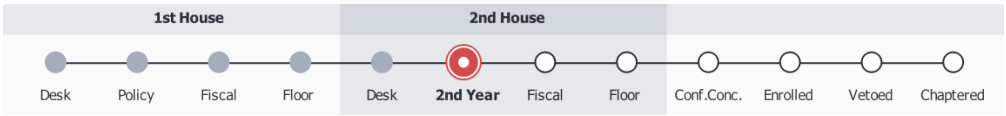
Summary: Would require a ticket seller or a person who resells a ticket to a sporting, musical, theatre, or any other entertainment event located at a venue with a capacity of more than 1,000 persons to also, at the time that a ticket is purchased, give the consumer the option to purchase an all-day ticket from a transit provider that offers service to the venue during the time of the event, as specified. The bill would also require the Department of Transportation to prepare a study of additional transit sales generated pursuant to these provisions and report its findings to the Legislature on or before December 31, 2032. The bill would provide that a violation of the bill's provisions do not constitute a crime. (Based on 05/29/2025 text)

Subject: Budget, Transit, Transportation

AB 1244 (**Wicks, D**) **California Environmental Quality Act: transportation impact mitigation: Transit-Oriented Development Implementation Program.**

Last Amended: 04/23/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

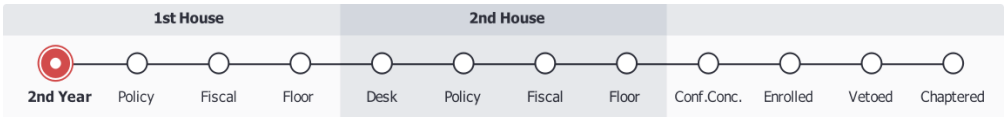
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the Transit-Oriented Development Implementation Program is administered by the Department of Housing and Community Development to provide local assistance to developers for the purpose of developing higher density uses within close proximity to transit stations as provided. Current law establishes the Transit-Oriented Development Implementation Fund and, to the extent funds are available, requires the department to make loans for the development and construction of housing development projects within close proximity to a transit station that meet specified criteria. This bill would authorize a project, to the extent that the project is required to mitigate transportation impacts under CEQA, to satisfy the mitigation requirement by electing to contribute an amount of money, at a price per vehicle mile traveled, as determined by the Office of Land Use and Climate Innovation, to the Transit-Oriented Development Implementation Fund for the purposes of the Transit-Oriented Development Implementation Program, as provided. The bill would require the office, on or before July 1, 2029, and at least once every 3 years thereafter, to update the price per vehicle mile traveled based on specified factors. The bill would require, upon appropriation by the Legislature, the contributions to be available to the department to fund developments located in the same region, as defined, with preference given to specified projects. The bill would require the department to, for each award, confirm the estimated reduction in vehicle miles traveled, as provided, and would require the department to post specified information on its internet website. (Based on 04/23/2025 text)

Subject: CEQA, Housing, Planning, Transit, Transportation

Subject: CEQA, Housing, Planning, Transit, Transportation

AB 1257 (**Lackey, R**) **Department of Transportation: state highways.**

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025)(May be acted upon Jan 2026)



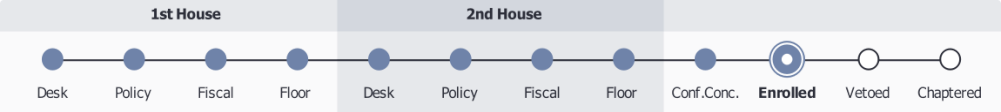
Location: 05/08/2025 - Assembly 2 YEAR

Summary: Current law establishes the Department of Transportation and the California Transportation Commission, and vests with the department the obligation to improve and maintain state highways, including all traversable highways that have been adopted or designated as state highways by the commission. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

Subject: Transportation

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

AB 1275 (Elhawary, D) **Regional housing needs: regional transportation plan.**
Last Amended: 09/05/2025
Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.

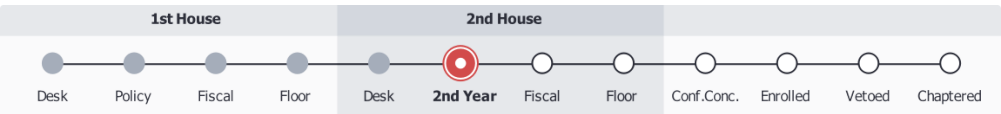


Location: 09/22/2025 - Assembly ENROLLED
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries. Current law requires the general plan to include, among other mandatory elements, a housing element, and requires the housing element to include, among other things, an inventory of land suitable and available for residential development. Current law requires, for the 4th and subsequent revisions of the housing element, the department to determine the existing and projected need for housing for each region, as specified. Current law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region at least 2 years prior to the scheduled revision of the housing element, as provided. Existing law requires the department to meet and consult with the council of governments regarding the assumptions and methodology to be used to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element, as provided. This bill, except as specified, would extend the above-described timeline for the department to determine the existing and projected need of housing for each region from 2 years to 3 years prior to the scheduled revision of the housing element. The bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. (Based on 09/12/2025 text)

Subject: Air Quality, COG, Housing, Planning, Transportation

Subject: Air Quality, COG, Housing, Planning, Transportation

AB 1294 (Haney, D) **Planning and zoning: housing development: standardized application form.**
Last Amended: 07/03/2025
Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was L. GOV. on 6/11/2025)(May be acted upon Jan 2026)



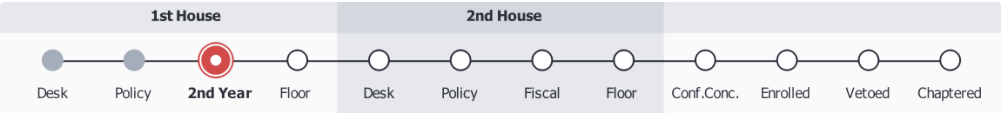
Location: 07/17/2025 - Senate 2 YEAR
Summary: The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon completing specified requirements, when applicable, including, among other things, providing a description of the proposed housing development project and a list of the approvals requested by the applicant to the city, county, or city and county from which approval for the housing entitlement is being sought. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. The bill would authorize the city, county, or city and county to develop its own application forms or templates for different housing entitlements, subject to the requirements of this bill. This bill would prohibit a city, county, or city and county from requiring certain information or approvals, including, among others, any approval or determination by any official, body, department, or subdepartment of the city, county, or city and county as a condition of determining that an application for a housing entitlement is complete. (Based on 07/03/2025 text)

Subject: COG, Housing, Planning

AB 1343 (Gallagher, R) **Local alternative transportation improvement program: Feather River crossing.**
Last Amended: 04/21/2025

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR

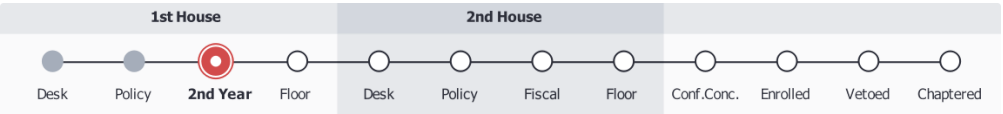
Summary: Current law generally requires proceeds from the sale of excess state highway property to be made available for other highway purposes. Current law generally requires the California Transportation Commission to program available funding for transportation capital projects, other than state highway rehabilitation projects, through the State Transportation Improvement Program process, with available funds subject to various fair share distribution formulas. Current law, in certain cases, requires the commission to instead reallocate funds from canceled state highway projects to a local alternative transportation improvement program within the same county and exempts those funds from the fair share distribution formulas that would otherwise apply. This bill, with respect to planned state transportation facilities over the Feather River in the City of Yuba City and the Counties of Sutter and Yuba, which facilities are no longer planned to be constructed, would authorize the affected local agencies, acting jointly with the transportation planning agency having jurisdiction, to develop and file with the commission a local alternative transportation improvement program that addresses transportation problems and opportunities in the area that was to be served by the planned state facilities. (Based on 04/21/2025 text)

Subject: Funding, Planning, Transportation

AB 1358 (**Valencia, D**) **Santa Ana River Conservancy Program: lower Santa Ana River region.**

Last Amended: 03/13/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Assembly 2 YEAR

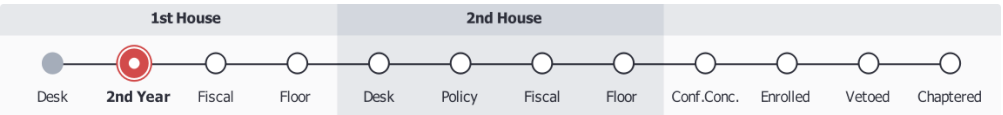
Summary: Current law establishes the Santa Ana River Conservancy Program to be administered by the State Coastal Conservancy. Current law authorizes the conservancy to, among other things, undertake or fund projects for several purposes, including to implement site improvements, upgrade deteriorating facilities or construct new facilities for outdoor recreation, public access, nature appreciation and interpretation, and historic and cultural preservation. This bill would require at least 60% of the funds allocated to fund or undertake the above-described projects to be for projects in heavily urbanized areas, as defined, of the lower Santa Ana River region, as defined, to benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations. (Based on 03/13/2025 text)

Subject: Budget, COG, Planning

AB 1407 (**Wallis, R**) **Planning and Zoning Law: housing elements: rezoning.**

Last Amended: 03/28/2025

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was H. & C.D. on 3/28/2025)(May be acted upon Jan 2026)



Location: 05/08/2025 - Assembly 2 YEAR

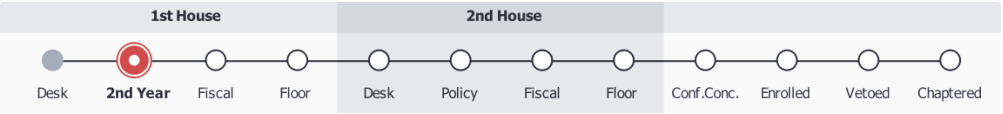
Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. Current law requires rezoning, as specified, when an inventory of sites does not identify adequate sites to accommodate the need for groups of specified household income levels. If the local government fails to adopt a housing element that the Department of Housing and Community Development has found to be in substantial compliance with specified law within 120 days of the statutory deadline for adoption of the housing element, existing law requires the local government to complete this rezoning no later than one year from the statutory deadline for adoption of the housing element. This bill would extend the above-described one-year deadline to one year and 6 months. (Based on 03/28/2025 text)

Subject: COG, Housing, Planning

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

AB 1421 (**Wilson, D**) **Vehicles: Road Usage Charge Technical Advisory Committee.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/13/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Assembly 2 YEAR

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would extend the operation of the above-described provisions until January 1, 2035. (Based on 02/21/2025 text)

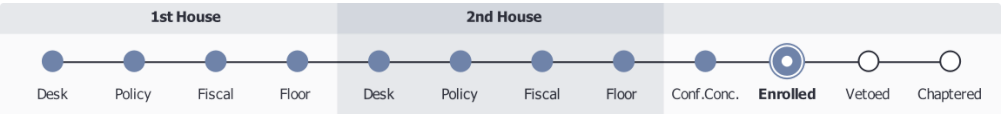
Subject: Budget, COG, Funding, Planning, Transportation

Subject: Budget, COG, Funding, Planning, Transportation

AB 1430 (**Bennett, D**) **County recorders: fees.**

Last Amended: 03/17/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.



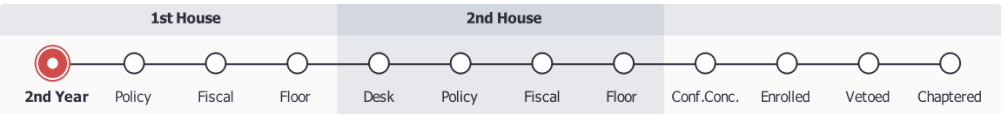
Location: 09/22/2025 - Assembly ENROLLED

Summary: Current law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Current law prohibits the fee for recording and indexing an instrument, paper, or notice from exceeding $10 for recording the first page and $3 for each additional page, which charges are to reimburse the county for the costs of services rendered. Current law requires $1 of each $3 fee for each additional page to be deposited in the county general fund. This bill would set the fee for recording and indexing at $15 for recording the first page and $4 for each additional page but would prohibit the fees from exceeding the reasonable costs of the county recorder's office for providing these services. The bill would provide that these funds are to be dedicated to, and solely utilized for, the county recorder's office, as specified. (Based on 09/12/2025 text)

Subject: Funding, Planning, Transportation

AB 1491 (**Ta, R**) **Transportation: road safety.**

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025)(May be acted upon Jan 2026)



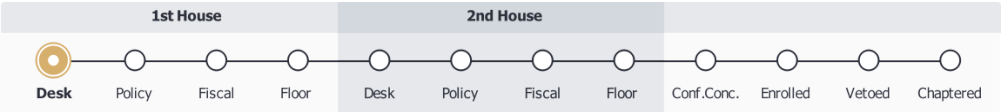
Location: 05/08/2025 - Assembly 2 YEAR

Summary: Existing law requires the Department of Transportation to improve and maintain the state's highways, and establishes various programs to fund the development, construction, and repair of local roads, bridges, and other critical transportation infrastructure in the state. This bill would state the intent of the Legislature to enact subsequent legislation to improve safety on the roads in the state. (Based on 02/21/2025 text)

Subject: Transportation

ACA 12 (**Wallis, R**) **Road usage charges: vote and voter approval requirements.**

Status: 03/27/2025 - From printer. May be heard in committee April 26.



Location: 03/26/2025 - Assembly PRINT

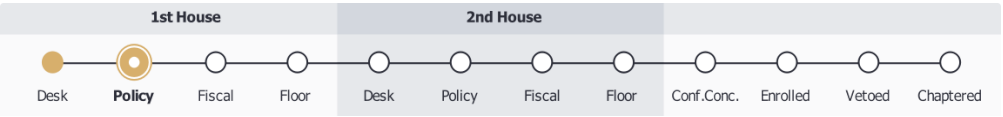
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Summary: The California Constitution requires any change in state statute that increases the tax liability of any taxpayer to be imposed by an act passed by 2/3 of the membership of each house of the Legislature and prohibits specified taxes on real property from being so imposed. For these purposes, the California Constitution defines a "tax" as any state levy, charge, or exaction, except as described in certain exceptions. The California Constitution describes one of those exceptions as a charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by a specified provision of the California Constitution. This measure, on or after its effective date, would provide that the exception described above does not include a road usage charge, as described, thereby requiring the imposition of this type of charge to be subject to the 2/3 vote requirement. (Based on 03/26/2025 text)

SB 2 (**Jones, R**) **Low-carbon fuel standard: regulations.**

Last Amended: 03/12/2025

Status: 03/19/2025 - March 19 set for first hearing. Failed passage in committee. (Ayes 3. Noes 2.) Reconsideration granted.



Location: 01/29/2025 - Senate Environmental Quality

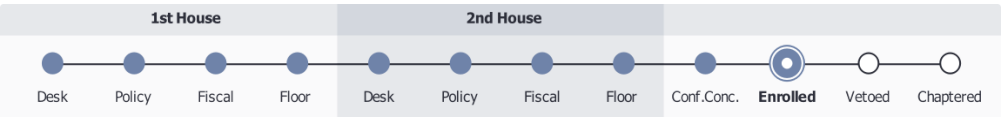
Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low-Carbon Fuel Standard regulations. This bill would void specified amendments to the Low-Carbon Fuel Standard regulations adopted by the state board on November 8, 2024, or as subsequently adopted, as specified. This bill would declare that it is to take effect immediately as an urgency statute. (Based on 03/12/2025 text)

Subject: Air Quality, COG, Planning, Transportation

SB 5 (**Cabaldon, D**) **Enhanced infrastructure financing districts and community revitalization and investment areas: allocation of taxes: agricultural land exclusion.**

Last Amended: 09/02/2025

Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/16/2025 - Senate ENROLLED

Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to enter into contracts with owners of agricultural land to preserve the land for agricultural use, as specified, in return for reduced property tax assessments. The act also authorizes a landowner of specified agricultural land to petition the city or county to cancel the Williamson Act contract in order to designate the land as a farmland security zone, whereby the land is eligible for a specified property tax valuation and taxed at a reduced rate for specified special taxes. Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as the public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires the public financing authority to prepare and adopt a proposed infrastructure financing plan, as specified. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the district to be allocated to the district each year, as specified. Current law authorizes certain local agencies to form a Community Revitalization and Investment Authority within a community revitalization and investment area to carry out a community revitalization plan in that area for specified purposes. Current law authorizes the plan to require a certain portion of specified taxes levied upon property within the area to be allocated to the authority to finance improvements, as specified. This bill would exclude the taxes levied upon a parcel of land enrolled in or subject to a Williamson Act contract or a farmland security zone contract, as specified, from the above-described allocations to the district or authority, as applicable. (Based on 09/12/2025 text)

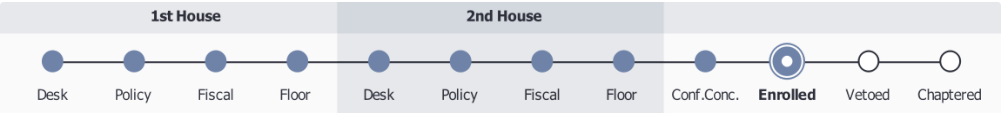
Subject: COG, Planning

SB 9 (**Arreguín, D**) **Accessory Dwelling Units: ordinances.**

Last Amended: 06/19/2025

Status: 09/09/2025 - Enrolled and presented to the Governor at 2 p.m.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 09/09/2025 - Senate ENROLLED

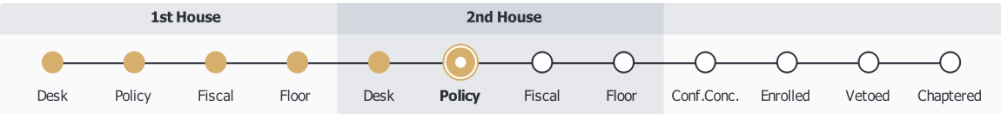
Summary: The Planning and Zoning Law requires a local agency to submit an accessory dwelling unit ordinance to the Department of Housing and Community Development within 60 days after adoption. The law authorizes the department to submit written findings to a local agency as to whether the ordinance complies with the standards. If the department finds that the ordinance does not comply with the standards, the law requires the department to provide a local agency reasonable time, no longer than 30 days, to respond to its findings. If the local agency does not amend its ordinance in response to those findings or does not adopt a resolution with findings explaining the reason the ordinance complies with the standards and addressing the department's findings, the law requires the department to notify the local agency and authorizes the department to notify the Attorney General that the local agency is in violation of state law. This bill would invalidate the ordinance if the local agency fails to submit a copy of the ordinance to the department within 60 days of adoption or fails to respond to the department's findings that the ordinance does not comply with the standards within 30 days, as described above. (Based on 09/05/2025 text)

Subject: COG, Housing, Planning

SB 16 (**Blakespear, D**) **Ending Street Homelessness Act.**

Last Amended: 06/23/2025

Status: 07/10/2025 - July 16 hearing postponed by committee.



Location: 06/09/2025 - Assembly Housing and Community Development

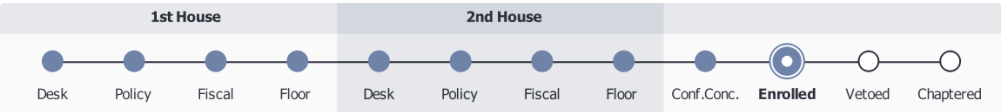
Summary: Current law requires each city, county, and city and county to revise its housing element according to a specified schedule, as provided. Current law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. At least 2 years before a scheduled revision of the housing element, as specified, existing law requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Current law requires that the final allocation plan ensure that the total regional housing need, by income category, determined as specified, is maintained, and that each jurisdiction in the region receive an allocation of units for low- and very low income households. For the 7th and subsequent revisions of the housing element, current law also requires that the allocation to each region include an allocation of units for acutely low and extremely low income households. This bill, until January 1, 2032, would require the council of governments, or delegate subregion, as applicable, in developing the proposed allocation methodology that allocates each jurisdiction's share of the regional housing need for acutely low income housing, to count any newly constructed interim housing, as specified, as meeting the needs of acutely low income households. By imposing additional duties on local governments, this bill would impose a state-mandated local program. (Based on 06/23/2025 text)

Subject: COG, Housing, Planning

SB 21 (**Durazo, D**) **Single-room occupancy units: demolition and replacement: housing assistance programs: eligibility for homeless individuals and families.**

Last Amended: 09/04/2025

Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/16/2025 - Senate ENROLLED

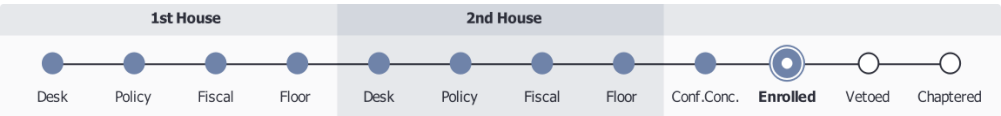
Summary: The Housing Crisis Act of 2019 prohibits an affected city or an affected county, as defined, from approving a housing development project that will require the demolition of occupied or vacant protected units, as defined, or that is located on a site where protected units were demolished in the previous 5 years unless specified requirements are met. Among these requirements, current law requires that the project replace all existing protected units and protected units demolished on or after January 1, 2020, and, if the project is a housing development project, as defined, it will include at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the last 5 years. Current law requires that

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

specified protected units replaced under these provisions be considered in determining whether the housing development project satisfies certain state and local requirements that the project provide a certain percentage of residential rental units affordable to, and occupied by, households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income households, as specified. This bill would additionally require that the above-described replaced protected units be considered in determining whether the housing development project satisfies requirements that a certain percentage of residential rental units affordable to, and occupied by, households with incomes that do not exceed the limits for acutely low income households, as specified. This bill, notwithstanding the above-described requirements, in the case of rehabilitation or replacement of an existing single-room occupancy building that meets prescribed criteria, would permit an affected city or an affected county to reduce the number of replacement units required if the project meets specified requirements, including, among others, that the reduction in replacement units is necessary to accommodate the conversion of single-room occupancy units, as provided, and that the converted units will be rental units with affordable rents, as specified. (Based on 09/12/2025 text)

Subject: COG, Economic Development

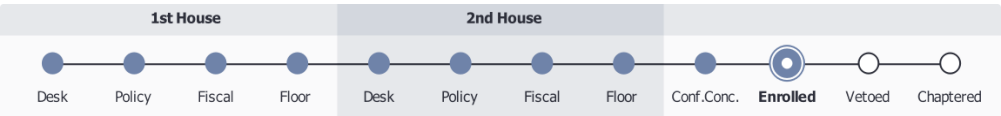
SB 30 (**Cortese, D**) **Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.**
Last Amended: 07/16/2025
Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/17/2025 - Senate ENROLLED
Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of the ownership of that equipment from the prohibition if the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives, the equipment produces emissions equivalent to any equipment within any of those federal categories, or the diesel engine is removed from the equipment, as specified. (Based on 09/12/2025 text)

Subject: Commuter Rail, Funding, Transit, Transportation

SB 63 (**Wiener, D**) **San Francisco Bay area: local revenue measure: public transit funding.**
Last Amended: 09/09/2025
Status: 09/13/2025 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 29. Noes 8.) Ordered to engrossing and enrolling.

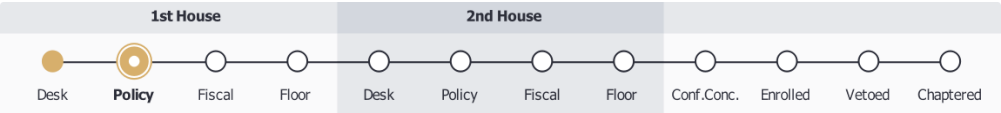


Location: 09/13/2025 - Senate ENROLLMENT
Summary: Would establish the Public Transit Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda, Contra Costa, San Mateo, and Santa Clara and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 14 years, and in an amount of 0.5% in each of the above-described counties located within the district and 1% in the City and County of San Francisco, subject to voter approval at the November 3, 2026, statewide general election. After payments are made for various administrative expenses, the bill would require the district to transfer specified portions of the proceeds of the tax to the commission for allocation to certain programs and other purposes and for allocation to the Alameda-Contra Costa Transit District, the Peninsula Corridor Joint Powers Board, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, and other specified transit agencies, for transit operations expenses, and would require the district to transfer specified portions of the proceeds of the tax directly to other specified local transportation agencies, including the San Mateo County Transit District and the Santa Clara Valley Transportation Authority, for public transit expenses, as prescribed. (Based on 09/17/2025 text)

Subject: Funding, Transportation

SB 65 (**Wiener, D**) **Budget Act of 2025.**
Status: 01/13/2025 - Read first time.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 01/10/2025 - Senate Budget and Fiscal Review

Summary: Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

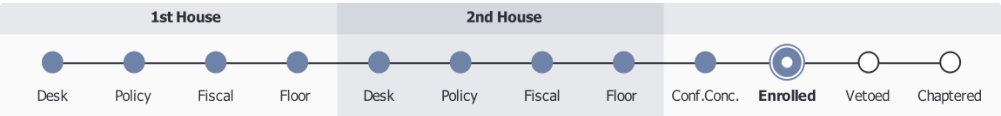
Position: Watch

Subject: Transportation

SB 71 (**Wiener, D**) **California Environmental Quality Act: exemptions: transit projects.**

Last Amended: 09/02/2025

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



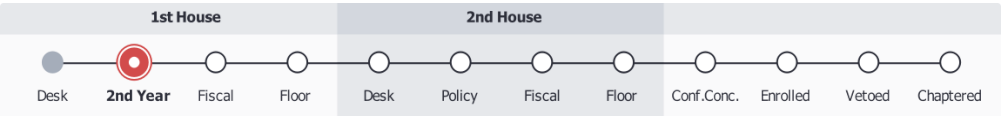
Location: 09/17/2025 - Senate ENROLLED

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 09/12/2025 text)

Subject: CEQA, COG, Planning, Transportation

SB 73 (**Cervantes, D**) **California Environmental Quality Act: exemptions.**

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 1/29/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is located in a transit priority area and that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. (Based on 01/15/2025 text)

Subject: CEQA, COG, Economic Development, Housing, Planning

SB 74 (**Seyarto, R**) **Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.**

Last Amended: 04/07/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

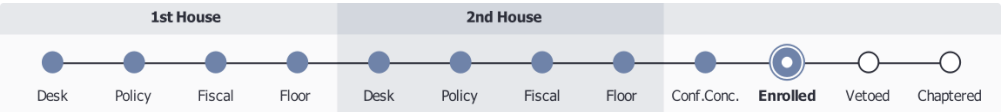
Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

SB 78 (**Seyarto, R**) **Department of Transportation: report: state highway system: safety enhancements.**

Last Amended: 09/02/2025

Status: 09/12/2025 - Assembly amendments concurred in. (Ayes 38. Noes 0.) Ordered to engrossing and enrolling.



Location: 09/12/2025 - Senate ENROLLMENT

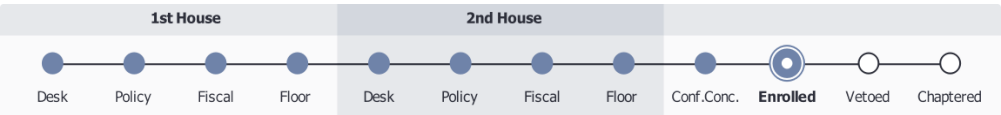
Summary: Would require the Department of Transportation to prepare a report evaluating current efforts and potential opportunities to streamline the processes and procedures for the delivery of safety enhancement projects on the state highway system, as specified. The bill would require the department to submit the report to the Legislature on or before January 1, 2027. (Based on 09/17/2025 text)

Subject: Planning, Transportation

SB 79 (**Wiener, D**) **Housing development: transit-oriented development.**

Last Amended: 09/05/2025

Status: 09/12/2025 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 21. Noes 8.) Ordered to engrossing and enrolling.



Location: 09/12/2025 - Senate ENROLLMENT

Summary: Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule. This bill would require that a housing

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards shall be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements and would specify that the project is required to comply with certain affordability requirements, under that law. This bill contains other related provisions and other existing laws. (Based on 09/17/2025 text)

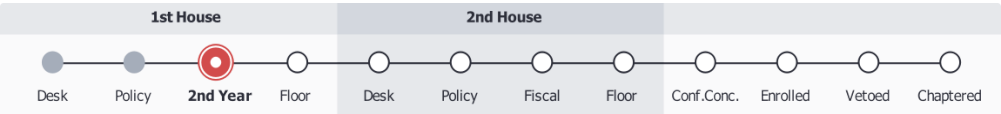
Subject: COG, Commuter Rail, Economic Development, Housing, Planning, Transit, Transportation

Subject: COG, Commuter Rail, Economic Development, Housing, Planning, Transit, Transportation

SB 90 (**Seyarto, R**) **Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.**

Last Amended: 03/12/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

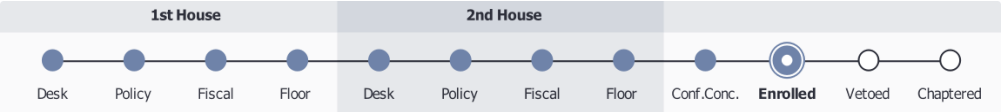
Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes $135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 03/12/2025 text)

Subject: COG, Funding, Planning, Transportation

SB 92 (**Blakespear, D**) **Housing development: density bonuses.**

Last Amended: 07/07/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 11 a.m.



Location: 09/22/2025 - Senate ENROLLED

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

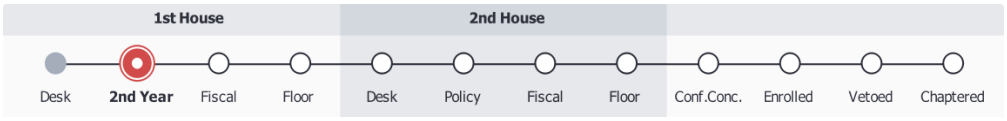
Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. This bill would specify that a concession and incentive shall not result in a proposed project, as prescribed, with a specified commercial floor area ratio. The bill would also specify that certain provisions of the Density Bonus Law do not require a city, county, or city and county to approve, grant a concession or incentive requiring approval of, or waive or reduce development standards otherwise applicable to, transient lodging as part of a housing development, except as specified. (Based on 09/13/2025 text)

Subject: COG, Housing

SB 220 (**Allen, D**) **Los Angeles County Metropolitan Transportation Authority.**

Last Amended: 04/09/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 4/2/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR

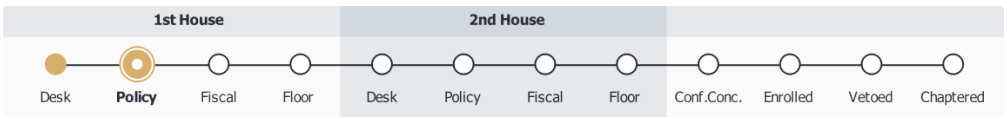
Summary: Current law creates the Los Angeles County Metropolitan Transportation Authority with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. The authority is governed by a 14-member board of directors which is consisting of the Mayor of the City of Los Angeles, 2 public members and one Los Angeles city council member appointed by the mayor, 4 members appointed from the other cities in the county, the 5 members of the board of supervisors, and a nonvoting member appointed by the Governor. If the number of members of the board of supervisors is increased, existing law requires the authority, within 60 days of the increase, to submit a plan to the Legislature for revising the composition of the authority. Beginning January 1, 2029, this bill would expand the board of directors to 18 members by adding the county executive of the County of Los Angeles and 3 public members appointed by the county executive. (Based on 04/09/2025 text)

Subject: Transportation

SB 222 (**Wiener, D**) **Climate disasters: civil actions.**

Last Amended: 03/28/2025

Status: 04/08/2025 - April 8 set for first hearing. Failed passage in committee. (Ayes 5. Noes 2.) Reconsideration granted.



Location: 02/05/2025 - Senate Judiciary

Summary: Current law gives a person the right of protection from bodily harm and the right to possess and use property. If a person suffers bodily harm or a loss of their property because of the unlawful act or omission of another, existing law authorizes them to recover compensation from the person at fault, which is known as damages. This bill would authorize a person who suffered physical harm to their person or property totaling at least $10,000 to bring a civil action against a party responsible for a climate disaster to recover damages, restitution, specified costs, and other appropriate relief. The bill would make responsible parties jointly, severally, and strictly liable to a plaintiff for damages and restitution. (Based on 03/28/2025 text)

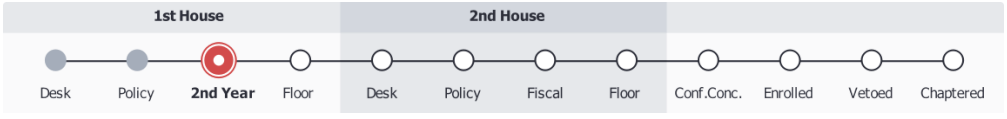
Subject: COG, Transportation

Subject: COG

SB 231 (**Seyarto, R**) **California Environmental Quality Act: the Office of Land Use and Climate Innovation: technical advisory.**

Last Amended: 03/20/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/7/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

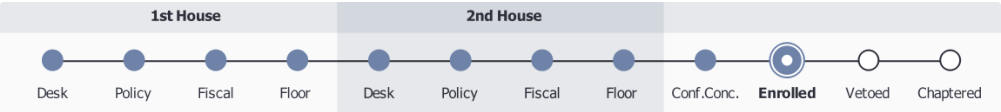
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the recommendation, continuous evaluation, and execution of statewide environmental goals, policies, and plans are included within the scope of the executive functions of the Governor. Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. This bill would require, on or before July 1, 2027, the Office of Land Use and Climate Innovation to consult with regional, local, state, and federal agencies to develop a technical advisory on thresholds of significance for greenhouse gas and noise pollution effects on the environment to assist local agencies. The bill would require the technical advisory to provide suggested thresholds of significance for all areas of the state, as specified, and would provide that lead agencies may elect to adopt these suggested thresholds of significance. The bill would also require the Office of Land Use and Climate Innovation to post the technical advisory on its internet website. (Based on 03/20/2025 text)

Subject: CEQA, COG, Economic Development, Housing, Planning, Transportation

Subject: CEQA, COG, Economic Development, Housing, Planning, Transportation

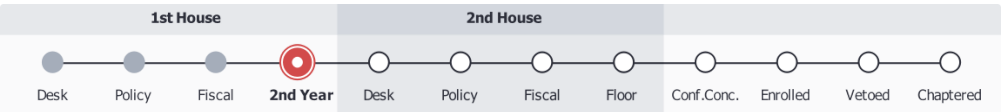
SB 233 (**Seyarto, R**) **Regional housing need: determination: consultation with councils of governments.**
Last Amended: 09/04/2025
Status: 09/22/2025 - Enrolled and presented to the Governor at 11 a.m.



Location: 09/22/2025 - Senate ENROLLED
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development, in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, as prescribed. Current law requires, among other things, the department to meet and consult with the council of governments regarding the assumptions and methodology to be used by the department to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element and before developing the existing and projected housing need for a region. This bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. For the 8th and subsequent revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision. (Based on 09/13/2025 text)

Subject: COG, Economic Development, Housing, Planning

SB 239 (**Arreguín, D**) **Open meetings: teleconferencing: subsidiary body.**
Last Amended: 04/07/2025
Status: 06/05/2025 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/3/2025) (May be acted upon Jan 2026)



Location: 06/05/2025 - Senate 2 YEAR
Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and

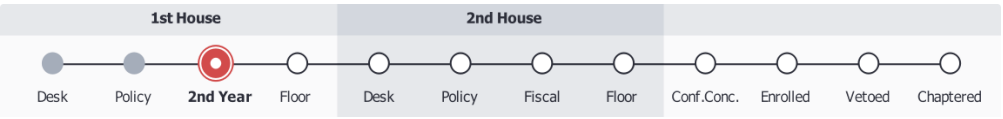
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

Subject: Open Meetings

Subject: Open Meetings

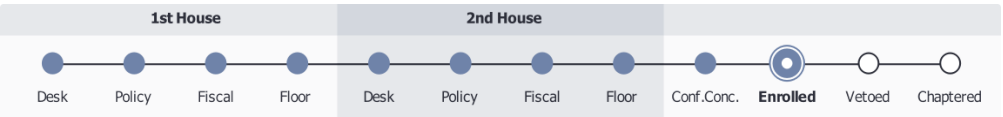
SB 247 (**Smallwood-Cuevas, D**) **State agency contracts: bid preference: equity metrics.**
Last Amended: 04/21/2025
Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/22/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR
Summary: Current law establishes bid preferences and participation goals in public contracting for certain types of bidders. The Small Business Procurement and Contract Act establishes a minimum goal of 25% procurement participation for small businesses, including microbusinesses, in the provision of goods, information technology, and services to the state, and in the construction of state facilities. The Small Business Procurement and Contract Act requires that state agencies awarding contracts for goods, information technology, services, and construction give 5% bid preferences, as specified, to small business and microbusiness bidders. The California Disabled Veteran Business Enterprise Program requires state departments that award contracts to establish 3% participation goals for certain types of contracts for certified disabled veteran business enterprises, as defined. This bill would require an awarding department, defined to include a state agency or department, to provide a bid preference of a prescribed percentage, as specified, in the award of contracts to contractors that set equity metrics. The bill would prohibit awarding a preference to a noncompliant bidder and would also prohibit the preference from being used to achieve any applicable minimum requirements. (Based on 04/21/2025 text)

Subject: Funding, Planning, Procurement, Transit, Transportation

SB 262 (**Wahab, D**) **Housing element: prohousing designations: prohousing local policies.**
Last Amended: 09/03/2025
Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.

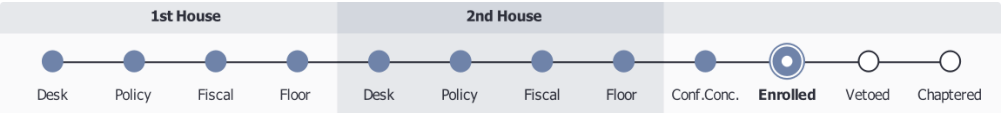


Location: 09/16/2025 - Senate ENROLLED
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law requires that jurisdictions that are prohousing and that are in substantial compliance with specified provisions be awarded additional points or preference in the scoring of applications for specified state programs. Current law defines “prohousing local policies” for these purposes and specifies a nonexhaustive list of examples of those policies, including local financial incentives for housing and adoption of zoning allowing for use by right for residential and mixed-use development. This bill would include in the definition of “prohousing local policies” policies that keep people housed, and would include additional examples of prohousing local policies under the above-described provisions, as specified. (Based on 09/12/2025 text)

Subject: COG, Housing, Planning

SB 274 (**Cervantes, D**) **Automated license plate recognition systems.**
Last Amended: 09/05/2025
Status: 09/13/2025 - Joint Rule 61(a)(14) and 51(a)(4) suspended. Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 28. Noes 6.) Ordered to engrossing and enrolling.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 09/13/2025 - Senate ENROLLMENT

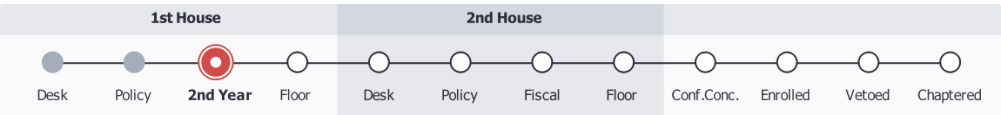
Summary: Existing law prohibits a public agency, which includes the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Existing law defines ALPR information as information or data collected through the use of an ALPR system. This bill would provide that "public agency" does not include a transportation agency, a public transit operator, or a local department of transportation or public works department, as specified. The bill would, beginning January 1, 2026, require new, updated, expansions of, or addendums of contractual agreements with ALPR vendors, manufacturers, or suppliers to mandate that no default access is provided to any national ALPR database and that an agency's collected scans are by default not accessible to any other agency, and would impose new requirements on sharing between California state law enforcement agencies. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. The bill would prohibit a public agency from retaining ALPR information for more than 60 days after the date of collection if it does not match information on an authorized hot list, as defined, and as of January 1, 2026, would require a public agency to delete all ALPR information that has been held for more than 60 days and does not match information on an authorized hot list within 14 days. By imposing new requirements on public agencies, which include local agencies, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 09/17/2025 text)

Subject: Express Lanes, Transportation

SB 285 (**Becker, D**) **Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations.**

Last Amended: 03/25/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. Current law requires the state board, as part of its scoping plan, to establish specified carbon dioxide removal targets for 2030 and beyond. Current law, the California Climate Crisis Act, declares the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. This bill would, for the purpose of meeting, or tracking progress against, any state requirement to achieve net zero emissions of greenhouse gases, authorize only qualified carbon dioxide removal, as defined, to be used to counterbalance the state's or an entity's greenhouse gas emissions and would require qualified carbon dioxide removal used for those purposes to meet certain requirements, as specified. (Based on 03/25/2025 text)

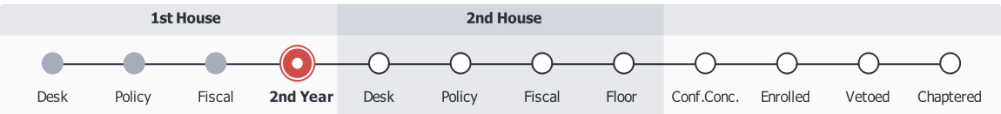
Subject: Air Quality, Planning, Transportation

Subject: Air Quality, Planning, Transportation

SB 299 (**Cabaldon, D**) **Local government: ordinances.**

Last Amended: 05/07/2025

Status: 06/05/2025 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/5/2025) (May be acted upon Jan 2026)



Location: 06/05/2025 - Senate 2 YEAR

Summary: Current law prohibits a county or city from passing an ordinance within five days of introduction and requires the ordinance to be passed at a regular meeting or at an adjourned regular meeting, except that existing law authorizes an urgency ordinance to be passed immediately upon introduction at a regular or special meeting.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Current law requires all ordinances to be read in full at the time of introduction or passage, as specified. Existing law requires nonurgency ordinances that are altered after introduction to be passed at a regular or at an adjourned regular meeting at least five days after alteration, as specified. This bill would instead prohibit a county or city from passing an ordinance within five days of publication, as specified, except that the bill would authorize an urgency ordinance to be passed immediately upon introduction. (Based on 05/07/2025 text)

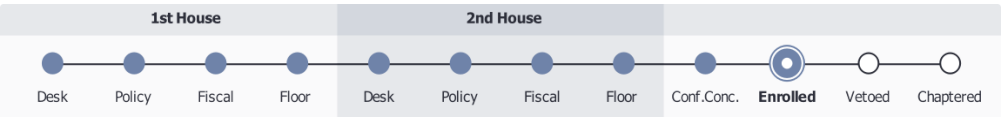
Subject: COG, Open Meetings

Subject: COG, Open Meetings

SB 340 (Laird, D) **General plans: housing element: emergency shelter.**

Last Amended: 09/03/2025

Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/16/2025 - Senate ENROLLED

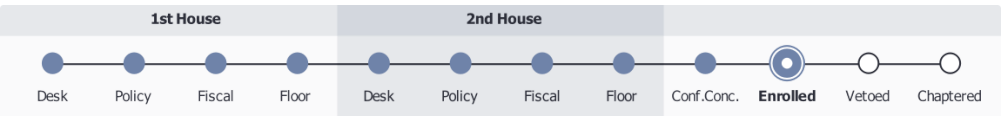
Summary: Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs, including by identifying one or more zoning designations that allow residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit and that are suitable for residential uses. Current law requires an emergency shelter to include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care. This bill would additionally require an emergency shelter to include all services provided onsite, including the addition or expansion of services that are consistent with certain written, objective standards. (Based on 09/12/2025 text)

Subject: COG, Housing, Planning

SB 358 (Becker, D) **Mitigation Fee Act: mitigating vehicular traffic impacts.**

Last Amended: 07/07/2025

Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/16/2025 - Senate ENROLLED

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without the prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process. (Based on 09/10/2025 text)

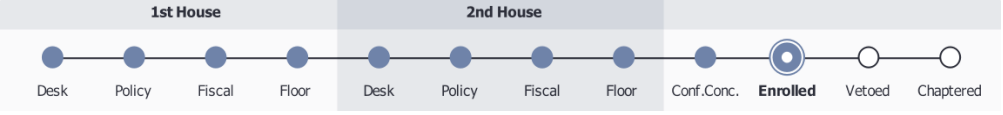
Subject: Air Quality, COG, Housing, Planning, Transportation

Subject: Air Quality, COG, Housing, Planning, Transportation

SB 359 (Niello, R) **Use Fuel Tax Law: Diesel Fuel Tax Law: exempt bus operation.**

Last Amended: 06/26/2025

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/17/2025 - Senate ENROLLED

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

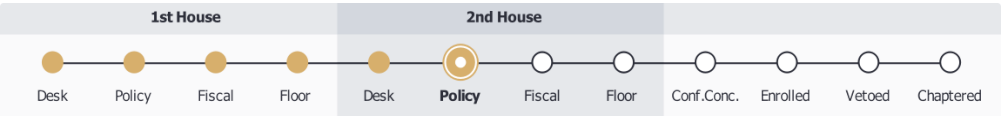
Summary: The Use Fuel Tax Law imposes a state excise tax at specified rates, generally $0.18 per gallon, on the use of fuel, as defined, and establishes various exemptions from those taxes, including an exemption for any transit district, transit authority, or city owning and operating a local transit system, as provided. This bill would additionally apply this exemption to a county that owns and operates a local transit system, as provided. (Based on 09/12/2025 text)

Subject: Transportation

SB 360 (Rubio, D) **Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.**

Last Amended: 05/23/2025

Status: 06/05/2025 - Referred to Com. on W. P., & W.



Location: 06/05/2025 - Assembly Water, Parks and Wildlife

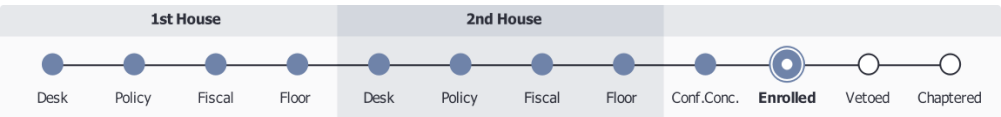
Summary: (1)The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. The initiative measure authorizes the act to be amended by a 2/3 vote of the Legislature if the amendment is consistent with the purposes of the act. Existing law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, to use the property only for the purposes stated in the act, and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Existing law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, and preservation of historical resources as appropriate purposes. (Based on 05/23/2025 text)

Subject: COG, Planning

SB 410 (Grayson, D) **Common interest developments: association records: exterior elevated elements inspection.**

Last Amended: 09/02/2025

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/17/2025 - Senate ENROLLED

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Current law requires the board of an association of a condominium project to cause a visual inspection to be conducted, at least every 9 years, of the exterior elevated elements for which the association has maintenance or repair responsibility. Current law requires an inspector to perform the visual inspection described above, as specified, and to issue a written report containing certain information, including recommendations for any necessary repair or replacement of the load-bearing components and associated waterproofing system, as those terms are defined. Current law limits the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more multifamily dwelling units. Current law requires the owner of a separate interest, as defined, to provide specified documents to a prospective purchaser, as provided, and an association, as defined, to provide to the owner of a separate interest, upon request, those specified documents. Current law requires an association to distinguish and bill separately any fee charged for providing those specified documents to a separate interest owner and provides a form for billing disclosures, as provided. This bill would, in addition, require the above-described inspector's report to contain certain information, including the total number of units in the condominium project, as prescribed, and a certification that the inspector has conducted a visual inspection and evaluated a statistically significant sample, as defined, of the exterior elevated elements within the condominium project. The bill would, instead, apply the above-described provisions related to exterior elevated element inspections to buildings containing 3 or more attached multifamily dwelling units. (Based on 09/12/2025 text)

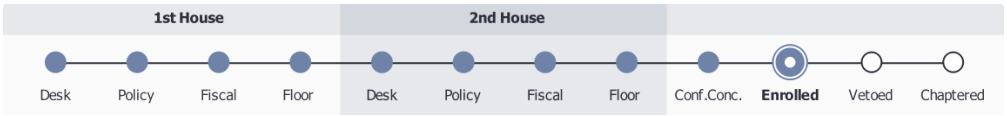
Subject: COG, Housing, Planning

SB 415 (Reyes, D) **Planning and zoning: logistics use developments: truck routes.**

Last Amended: 09/09/2025

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Status: 09/13/2025 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 36. Noes 0.) Ordered to engrossing and enrolling.



Location: 09/13/2025 - Senate ENROLLMENT

Summary: Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including "21st century warehouse," and "tier 1 21st century warehouse," for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of "logistics use" and instead define "logistics use development" for these purposes to mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 09/17/2025 text)

Position: Oppose Unless Amend

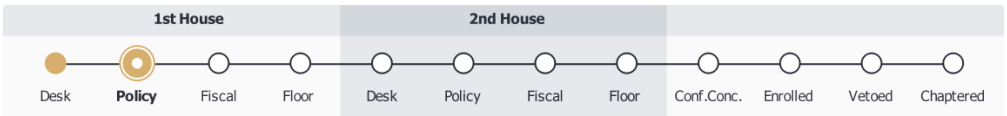
Subject: Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

Position: Oppose Unless Amend

Subject: Air Quality, CEQA, COG, Commuter Rail, Economic Development, Goods Movement, Hydrogen, Planning, Transportation

SB 417 (Cabaldon, D) **The Affordable Housing Bond Act of 2026.**

Status: 02/19/2025 - From printer. May be acted upon on or after March 21.



Location: 02/18/2025 - Senate Rules

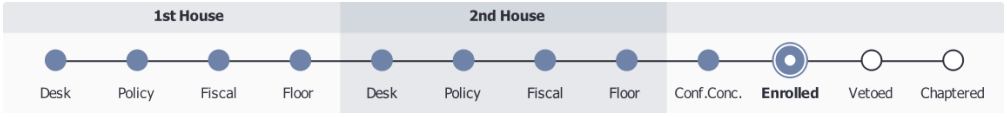
Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Subject: COG, Housing, Planning

SB 419 (Caballero, D) **Hydrogen fuel.**

Last Amended: 09/02/2025

Status: 09/16/2025 - Enrolled and presented to the Governor at 3 p.m.



Location: 09/16/2025 - Senate ENROLLED

Summary: Would, on and after July 1, 2026, provide an exemption from the taxes imposed by the Sales and Use Tax Law for the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, hydrogen fuel, as defined. (Based on 09/12/2025 text)

Position: Watch

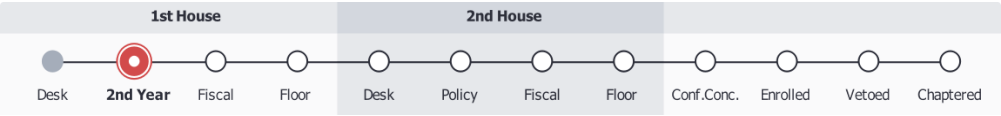
Subject: Transportation

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

SB 424 (Grove, R) **California Environmental Quality Act: expired regional habitat conservation plan: exemption.**

Last Amended: 03/25/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 4/2/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA a project developed solely to serve an urgent public health or housing need, as specified, that is within the boundaries of an expired regional habitat conservation plan, and that had an environmental review completed consistent with the requirements of the regional habitat conservation plan as the plan existed before the plan's expiration. Because the bill would require a lead agency to determine the applicability of this exemption, the bill would impose a state-mandated local program. (Based on 03/25/2025 text)

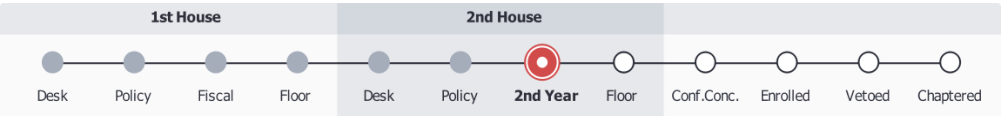
Subject: CEQA, Planning, Transportation

Subject: CEQA, Planning, Transportation

SB 445 (Wiener, D) **High-speed rail: third-party agreements, permits, and approvals: regulations.**

Last Amended: 07/17/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified. (Based on 07/17/2025 text)

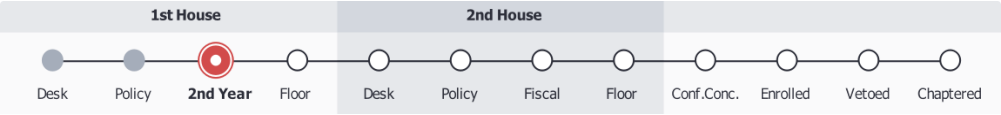
Subject: Air Quality, CEQA, COG, Commuter Rail, Hydrogen, Planning, Transit, Transportation

Subject: Air Quality, CEQA, COG, Commuter Rail, Hydrogen, Planning, Transit, Transportation

SB 448 (Umberg, D) **Trespassing: removal of trespassers on residential property.**

Last Amended: 04/09/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

Summary: Current law prohibits the tenant of a property to remain on a property after the lawful termination of a lease agreement, as specified. Current law prescribes a procedure for obtaining a judgment against such a tenant and for effecting the eviction of that tenant. Current law prohibits entering or occupying real property or structures without the consent of the owner. This bill would define a squatter as somebody who unlawfully enters and remains in a residential property and, upon request, refuses to leave or falsely claims a legal right of possession. This bill would prescribe a procedure for the notice and removal of a squatter by a local law enforcement agency.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

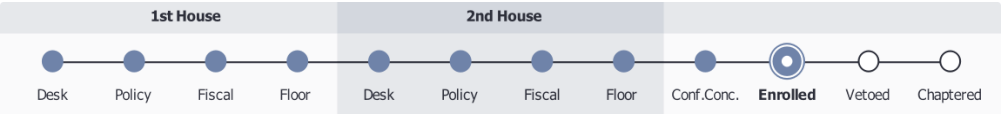
The bill would authorize a property owner or their agent to serve a demand to vacate, as specified, upon a squatter. The bill would authorize the owner or agent, after service of the demand, to submit a request, signed under penalty of perjury, to the local law enforcement agency with primary jurisdiction where the property is located, as specified. (Based on 04/09/2025 text)

Subject: COG, Housing

SB 486 (**Cabaldon, D**) **Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.**

Last Amended: 09/05/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 11 a.m.



Location: 09/22/2025 - Senate ENROLLED

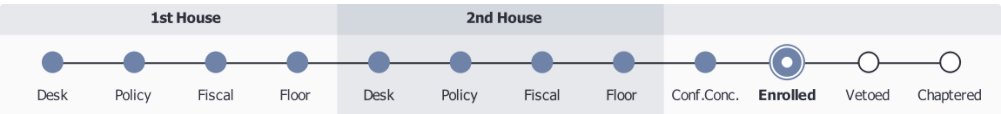
Summary: Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires each regional transportation plan to include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation, and employment growth. This bill would require the sustainable communities strategy, in identifying areas within the region sufficient to house all the population of the region, to also take into account changes in enrollment levels at institutions of public higher education, as defined. By imposing additional duties on metropolitan planning organizations, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 09/13/2025 text)

Subject: COG, Housing, Planning

SB 489 (**Arreguín, D**) **Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.**

Last Amended: 08/26/2025

Status: 09/09/2025 - Enrolled and presented to the Governor at 2 p.m.



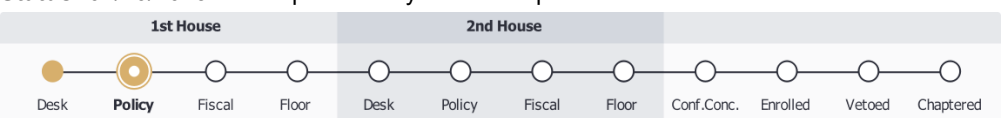
Location: 09/09/2025 - Senate ENROLLED

Summary: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs the procedures for the formation and change of organization of cities and special districts and establishes a local agency formation commission in each county consisting of members appointed as provided. The act expresses the intent of the Legislature that each local agency formation commission, by January 1, 2002, establish written policies and procedures and exercise its powers in a way that encourages and provides planned, well-ordered, efficient urban development patterns, as specified. The act requires these written policies and procedures to include forms to be used for various submittals to the commission, as provided. The act requires each commission to provide access to notices and other information to the public on an internet website, as specified, including notice of all public hearings and commission meetings. This bill would require that each local agency formation commission establish the written policies and procedures described above. The bill would require that the written policies and procedures include any forms necessary for a complete application to the commission concerning a proposed change of organization or reorganization. (Based on 09/05/2025 text)

Subject: COG, Housing, Planning

SB 492 (**Menjivar, D**) **Youth Housing Bond Act of 2025.**

Status: 02/20/2025 - From printer. May be acted upon on or after March 22.



Location: 02/19/2025 - Senate Rules

Summary: Would enact the Youth Housing Bond Act of 2025 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of $____ pursuant to the State General Obligation Bond Law to finance the

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

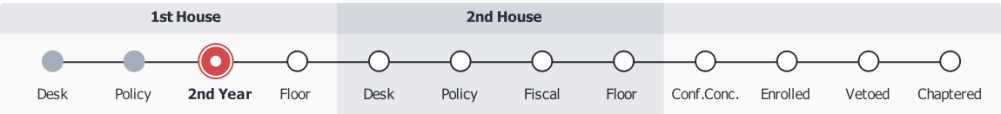
Youth Housing Program, established as part of the bond act. The bill, as a part of the program, would require the Department of Housing and Community Development to make awards to local agencies, nonprofit organizations, and joint ventures for the purpose of acquiring, renovating, constructing, and purchasing equipment for youth centers or youth housing, as those terms are defined. This bill would provide for submission of the bond act to the voters at the November 3, 2026, statewide general election in accordance with specified law. (Based on 02/19/2025 text)

Subject: Budget, COG, Funding, Housing, Planning

SB 502 (**Arreguín, D**) **Local education agency-owned land: development of affordable housing.**

Last Amended: 04/24/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

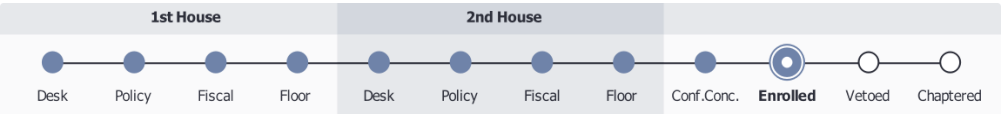
Summary: Current law establishes the Department of Housing and Community Development (HCD) in the Business, Consumer Services, and Housing Agency for purposes of carrying out state housing policies and programs. Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to housing sponsors, as defined, that have notified HCD of their interest in surplus land, as specified. Current law establishes the Department of General Services (DGS) in the Government Operations Agency for purposes of, among other things, planning, acquiring, constructing, and maintaining state buildings and property. Executive Order No. N-06-19 required DGS to create a digitized inventory of all state-owned parcels that are in excess of foreseeable needs, as provided. Current law required DGS to develop, in consultation with HCD, no later than September 1, 2023, a set of criteria to consistently evaluate state-owned parcels for suitability as affordable housing sites. Current law requires DGS to update the digitized inventory of all excess state land suitable for affordable housing after the conclusion of its review based on those criteria. Current law also requires DGS to annually update the digitized inventory created pursuant to Executive Order No. N-06-19 of all excess state land, as defined, suitable for affordable housing identified by its review. This bill would authorize a local education agency to submit a list of any available local education agency-owned land to HCD for purposes of determining the suitability for development of affordable housing. The bill would require HCD, in consultation with DGS, to conduct a review of the local education agency-owned land and determine the suitability of the land for the development of affordable housing, consistent with the above-described criteria. (Based on 04/24/2025 text)

Subject: Budget, COG, Funding, Housing, Planning

SB 506 (**Committee on Transportation**) **Transportation: omnibus bill.**

Last Amended: 06/05/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/22/2025 - Senate ENROLLED

Summary: Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley that meets the goals and objectives of the community, as specified. Current law requires the authority's governing board to be composed of 15 representatives. The bill would replace the Mountain House Community Services District with the City of Mountain House on the authority's governing board. (Based on 09/16/2025 text)

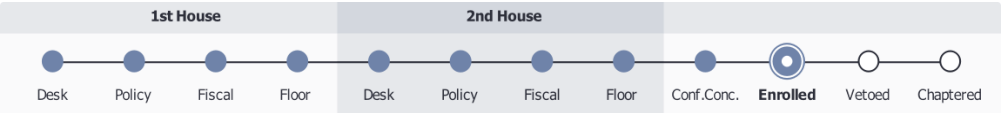
Subject: Budget, Funding, Planning, Transportation

SB 512 (**Pérez, D**) **District elections: initiatives.**

Last Amended: 07/17/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 2 p.m.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



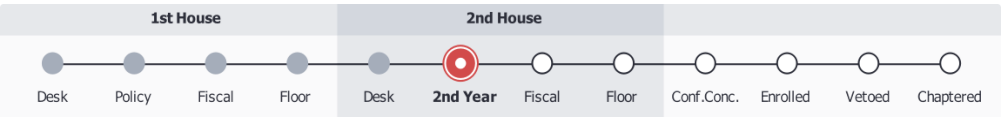
Location: 09/22/2025 - Senate ENROLLED

Summary: Current law prescribes the procedures by which a proposed ordinance may be submitted to the governing board of a district by an initiative measure. These procedures do not apply to specified districts, including a district formed under a law that does not provide a procedure for elections. This bill would authorize the voters of any district that has authority to impose a transactions and use tax for transportation purposes to impose a retail transactions and use tax by an initiative measure. The bill would prohibit the initiative tax from exceeding the maximum authorized rate for a tax imposed by an ordinance enacted by the governing body of the district, and the bill would require the initiative measure to contain all spending limitations and substantive accountability standards applicable to a tax imposed by an ordinance enacted by the governing body. (Based on 09/16/2025 text)

SB 549 (**Allen, D**) **Local government: Second Neighborhood Infill Finance and Transit Improvements Act: Resilient Rebuilding Authority for the Los Angeles Wildfires.**

Last Amended: 06/23/2025

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was L. GOV on 9/10/2025)(May be acted upon Jan 2026)



Location: 09/10/2025 - Assembly 2 YEAR

Summary: The Second Neighborhood Infill Finance and Transit Improvements Act, or NIFTI-2, authorizes a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate tax revenues of that entity to the district, including revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law, if certain conditions are met, including that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district (Based on 06/23/2025 text)

Subject: COG, Economic Development, Funding, Planning, Transportation

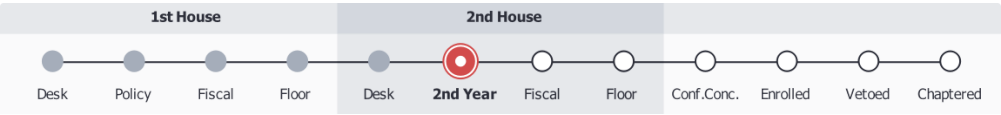
Subject: COG, Economic Development, Funding, Planning, Transportation

Subject: Housing, Transit

SB 569 (**Blakespear, D**) **Department of Transportation: homeless encampments.**

Last Amended: 04/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Assembly 2 YEAR

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

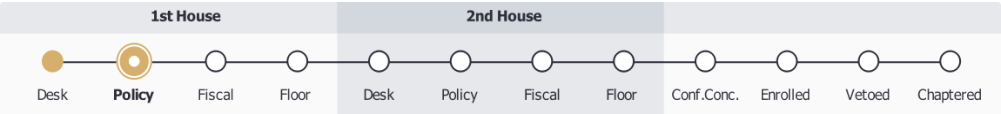
Subject: COG, Commuter Rail, Economic Development, Funding, Planning, Transit, Transportation

Subject: COG, Commuter Rail, Economic Development, Funding, Planning, Transit, Transportation

SB 607 (**Wiener, D**) **California Science and Health Research Bond Act.**

Last Amended: 09/12/2025

Status: 09/13/2025 - Re-referred to Com. on RLS.



Location: 09/13/2025 - Senate Rules

Summary: Would establish the California Foundation for Science and Health Research within the Government Operations Agency. The bill would create the California Foundation for Science and Health Research Fund, upon appropriation by the Legislature, and require the moneys in the fund to be used by the foundation to award grants and make loans to public or private research companies, universities, institutes, and organizations for scientific research and development, in specific areas of research, including, but not limited to, biomedical, behavioral, and climate research. (Based on 09/12/2025 text)

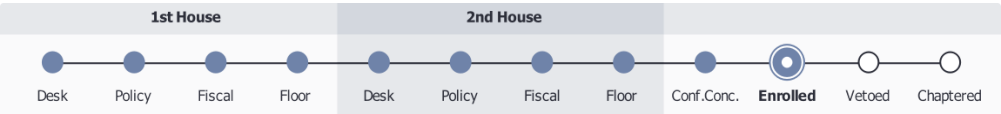
Subject: CEQA, COG, Economic Development, Housing, Planning, Transportation

Subject: CEQA, COG, Economic Development, Housing, Planning, Transportation

SB 635 (**Durazo, D**) **Food vendors and facilities: enforcement activities.**

Last Amended: 09/04/2025

Status: 09/13/2025 - Assembly amendments concurred in. (Ayes 29. Noes 8.) Ordered to engrossing and enrolling.



Location: 09/13/2025 - Senate ENROLLMENT

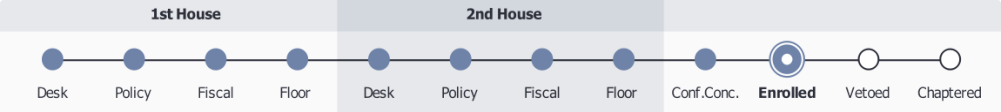
Summary: Current law authorizes a local authority, as defined, to adopt a program to regulate sidewalk vendors if the program complies with specified standards. These standards include restricting the local authority from requiring a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns. This bill would prohibit a local authority, except as otherwise required by state or federal law, from providing voluntary consent to any individual to access, review, or obtain certain records of the local authority that include personally identifiable information of any sidewalk vendors in the jurisdiction without a subpoena or judicial warrant. The bill would also prohibit a local authority and its personnel from disclosing or providing in writing, verbally, or in any other manner personally identifiable information of any sidewalk vendor that is requested, except pursuant to a subpoena or a valid judicial warrant. The bill would define “personally identifiable information,” for these purposes, to include an individual’s name, business name, home address, business address, birthdate, telephone number, California driver’s license or identification, and other related information. (Based on 09/18/2025 text)

Position: Watch

SB 647 (**Hurtado, D**) **Energy: Equitable Building Decarbonization Program: Low-Income Oversight Board: membership.**

Last Amended: 09/02/2025

Status: 09/13/2025 - Assembly amendments concurred in. (Ayes 29. Noes 7.) Ordered to engrossing and enrolling.



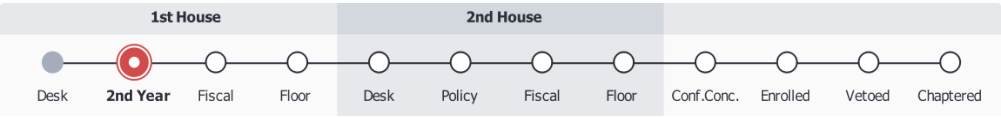
Location: 09/13/2025 - Senate ENROLLMENT

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to establish the Equitable Building Decarbonization Program that includes the direct install program and the statewide incentive program for low-carbon building technologies, as provided. This bill would require the Energy Commission to establish a mechanism to notify applicants to the Equitable Building Decarbonization Program that they may also be eligible for building energy efficiency and decarbonization incentives authorized by the Public Utilities Commission (PUC). (Based on 09/18/2025 text)

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Subject: COG, Economic Development, Funding, PACE, Planning

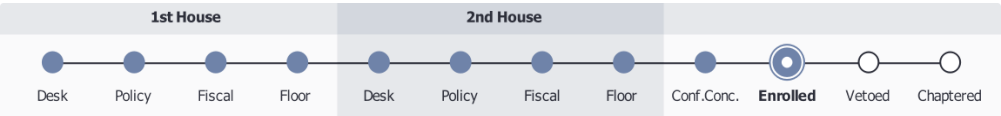
SB 677 (**Wiener, D**) **Housing development: streamlined approvals.**
Last Amended: 04/09/2025
Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HOUSING on 4/9/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR
Summary: The Planning and Zoning Law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements. This bill would require ministerial approval for proposed housing developments containing no more than 2 residential units on any lot hosting a single-family home or zoned for 4 or fewer residential units, notwithstanding any covenant, condition, or restriction imposed by a common interest development association. (Based on 04/09/2025 text)

Subject: COG, Housing, Planning

SB 707 (**Durazo, D**) **Open meetings: meeting and teleconference requirements.**
Last Amended: 09/05/2025
Status: 09/13/2025 - Joint Rule 61(a)(14) and 51(a)(4) suspended. Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 27. Noes 6.) Ordered to engrossing and enrolling.

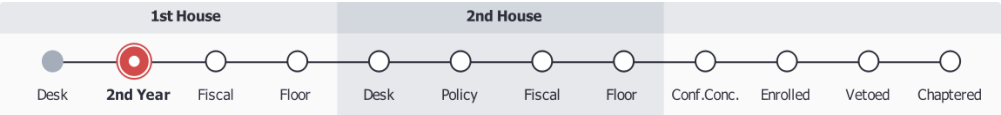


Location: 09/13/2025 - Senate ENROLLMENT
Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified. This bill contains other related provisions and other existing laws. (Based on 09/18/2025 text)

Subject: Open Meetings

Subject: Open Meetings

SB 722 (**Wahab, D**) **Transfer of real property: single-family homes, townhomes, and condominiums.**
Last Amended: 04/21/2025
Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 4/2/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR
Summary: Would require a developer to only sell a newly constructed single-family home, townhome, or condominium that is issued a certificate of occupancy on or after January 1, 2026, to a natural person, and would prohibit a business entity, as defined, from purchasing those properties during that time period. The bill would also prohibit a natural person from transferring more than 4 single-family homes, townhomes, or condominiums to a business entity of which the natural person is a beneficial owner, as defined. If a natural person or nonprofit corporation sells or otherwise transfers a single-family home, townhome, or condominium to a business entity, the

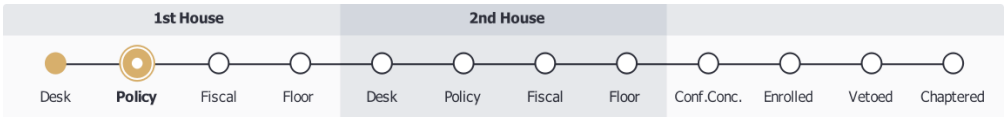
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

bill would require the business entity to disclose the names of all the beneficial owners of the business entity in the real property transfer documents. (Based on 04/21/2025 text)

Subject: COG, Housing, Planning

SB 726 (**Gonzalez, D**) **Public resources: state parks: Outdoor Equity Grants Program: applicants.**

Status: 03/12/2025 - Referred to Com. on RLS.



Location: 02/21/2025 - Senate Rules

Summary: Current law requires the Outdoor Equity Grants Program to award grants to public organizations, including local governments and local educational agencies, joint power authorities, open-space authorities, regional open-space districts, other relevant public agencies or nonprofit organizations, as specified. Current law requires the Department of Parks and Recreation to gather information on applications following each award year to evaluate the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. This bill would make a nonsubstantive change to this provision. (Based on 02/21/2025 text)

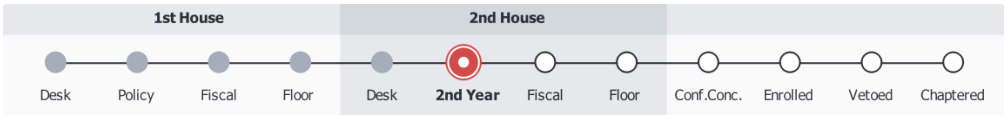
Subject: Budget, COG, Funding, Planning, Transportation

Subject: Budget, COG, Funding, Planning, Transportation

SB 741 (**Blakespear, D**) **Coastal resources: coastal development permit: exemption: Los Angeles-San Diego-San Luis Obispo Rail Corridor.**

Last Amended: 04/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was NAT. RES. on 6/5/2025)(May be acted upon Jan 2026)



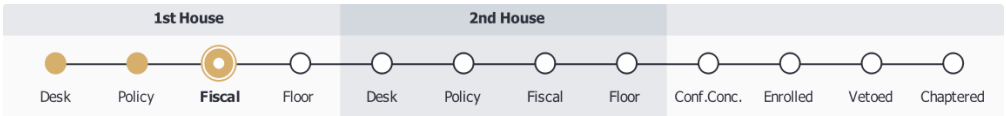
Location: 07/17/2025 - Assembly 2 YEAR

Summary: The California Coastal Act of 1976, which is administered by the California Coastal Commission, requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit from a local government or the commission. Current law exempts from that coastal development permitting process certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing highways, as provided. This bill would expand that exemption to include certain emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore existing railroad track along the Los Angeles-San Diego-San Luis Obispo Rail Corridor, as provided. (Based on 04/21/2025 text)

Subject: Transit, Transportation

SB 752 (**Richardson, D**) **Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.**

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.



Location: 05/19/2025 - Senate APPR. SUSPENSE FILE

Summary: Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)

Subject: Commuter Rail, Funding, Hydrogen, Procurement, Transit, Transportation

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

SB 772 (Cabaldon, D) **Infill Infrastructure Grant Program of 2019: applications: eligibility.**

Last Amended: 07/17/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: Existing law establishes the Infill Infrastructure Grant Program of 2019 (program), which requires the Department of Housing and Community Development, upon appropriation of funds by the Legislature, to establish and administer a grant program to allocate those funds to eligible applicants to fund capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project, qualifying infill area, or catalytic qualifying infill area. Existing law requires the department to administer a specified competitive application process for capital improvement projects for large jurisdictions, as defined. For these purposes, existing law defines a qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. This bill would expand the definition of qualifying infill project to include a residential or mixed-use residential project located within an urbanized area on a vacant site where at least 75% of the perimeter of the site adjoins parcels that have been previously developed with urban uses. (Based on 07/17/2025 text)

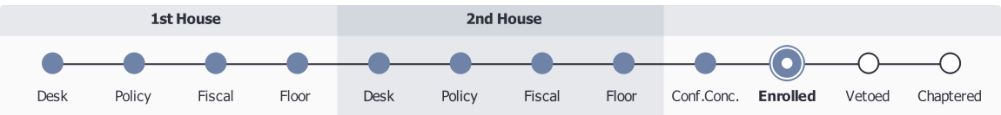
Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

SB 786 (Arreguín, D) **Planning and zoning: general plan: judicial challenges.**

Last Amended: 09/02/2025

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/17/2025 - Senate ENROLLED

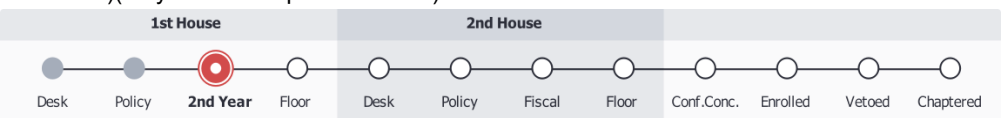
Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of certain land outside its boundaries, and requires the general plan to contain specified mandatory elements. Current law specifies that these provisions generally do not apply to a charter city, but requires a charter city to adopt a general plan that contains the mandatory elements, among other things. Current law prescribes a process to challenge the validity of a general plan. Among other things, existing law requires a petitioner to request a hearing or trial, as specified. Current law requires a court to set a date for the hearing or trial to be heard no later than 120 days after the filing of the request, as specified. Current law authorizes a court to continue for a reasonable time the date of the hearing or trial upon written motion and finding of good cause. Current law requires a court to grant the petitioner temporary relief if the court grants a continuance to a respondent, as specified. This bill would apply to the above-described process to challenge the validity of a general plan to a charter city and state that this is declaratory of existing law. The bill would limit the period for which a court may continue a trial or hearing, as described above, to no more than 60 days and would additionally authorize a court to grant a continuance on the court's own motion. The bill would extend the requirement that a court grant temporary relief, as described above, in any instance in which the court orders a continuance, rather than only if the court grants a continuance to a respondent. (Based on 09/12/2025 text)

Subject: COG, Housing, Planning

SB 797 (Choi, R) **Electric utility distribution and transmission system facilities: undergrounding and insulation.**

Last Amended: 05/06/2025

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2025)(May be acted upon Jan 2026)



Location: 05/23/2025 - Senate 2 YEAR

Summary: Would require the Public Utilities Commission, until January 1, 2031, to form a working group to study the cost of undergrounding and insulating overhead electric utility distribution system facilities or transmission

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

system facilities, compile wildfire mitigation reports of electric utilities, and provide the Legislature, on or before July 1, 2027, with a plan on how to most effectively invest in undergrounding and insulating those facilities or how to otherwise support electrical corporations, as provided. (Based on 05/06/2025 text)

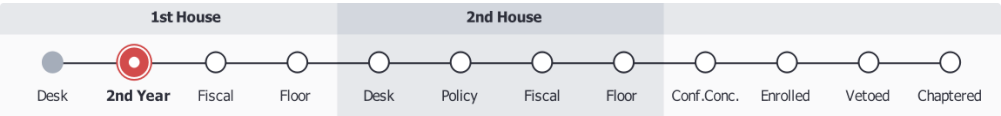
Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

Subject: COG, Economic Development, Funding, Housing, Planning, Transportation

SB 799 (**Allen, D**) **False claims: taxation.**

Last Amended: 04/10/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was REV. & TAX on 4/9/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR

Summary: The bill would apply the False Claims Act to claims, records, obligations, or statements made under the Revenue and Taxation Code if the damages pleaded in the action exceed $200,000, or the taxable income, gross receipts, or total sales of the individual or entity against whom the action is brought, as specified, exceeds $500,000 per taxable year. The bill would allow the Attorney General or prosecuting authority to obtain otherwise confidential records relating to taxes, fees, surcharges, or other obligations under the Revenue and Taxation Code needed to investigate or prosecute the suspected violations, but would otherwise require that information to be kept confidential and subject to the limitation, a violation of which is a crime, on taxpayer information's collection and use. By expanding the scope of a crime, the bill would impose a state-mandated local program. (Based on 04/10/2025 text)

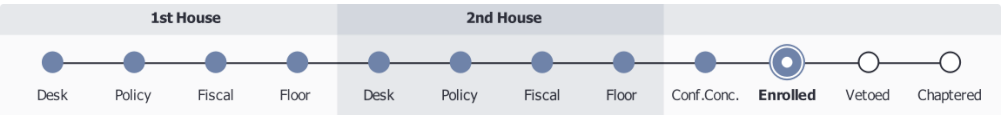
Subject: COG, Funding, Planning, Transportation

Subject: COG, Funding, Planning, Transportation

SB 800 (**Reyes, D**) **State bridges and overpasses: suicide prevention.**

Last Amended: 09/02/2025

Status: 09/22/2025 - Enrolled and presented to the Governor at 11 a.m.



Location: 09/22/2025 - Senate ENROLLED

Summary: Would require, beginning on or before July 1, 2028, the Department of Transportation, in consultation with the State Department of Public Health and in collaboration with impacted local governments, to incorporate suicide deterrent considerations in the updates of applicable guidance documents, as provided. (Based on 09/13/2025 text)

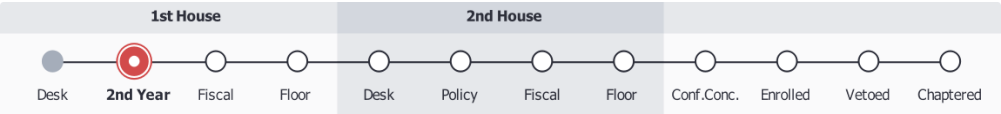
Position: Support

Subject: Transportation

SB 801 (**Hurtado, D**) **Agricultural workers: wages, hours, and working conditions: definitions.**

Last Amended: 03/24/2025

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L., P.E. & R. on 4/2/2025)(May be acted upon Jan 2026)



Location: 05/01/2025 - Senate 2 YEAR

Summary: Existing law sets wage, hour, meal break requirements, and other working conditions for employees and requires an employer to pay overtime wages to an employee who works in excess of a workday or workweek. Existing law establishes the Department of Industrial Relations and provides that one of its functions is to foster, promote, and develop the welfare of the wage earners of California, to improve their working conditions, and to advance their opportunities for profitable employment. This bill contains other existing laws. (Based on 03/24/2025 text)

Subject: Air Quality, Budget, COG, Funding, Planning, Transportation

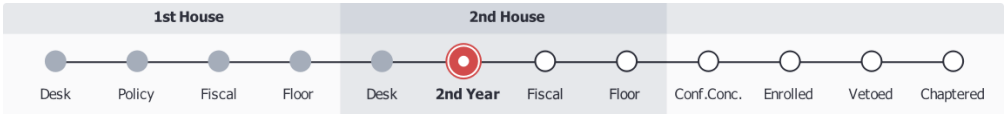
Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Subject: Air Quality, Budget, COG, Funding, Planning, Transportation

SB 802 (**Ashby, D**) **Housing finance and development: Sacramento Area Housing and Homelessness Agency: Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.**

Last Amended: 06/23/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was H. & C.D. on 5/29/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Assembly 2 YEAR

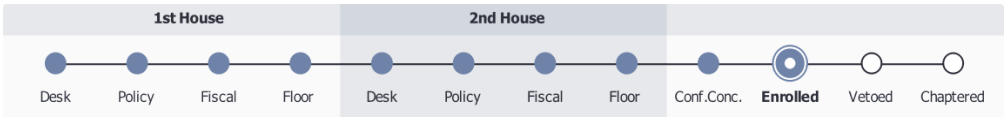
Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Current law authorizes the agreement to set forth the manner by which the joint powers authority will be exercised. This bill would require that the joint powers authority currently operating as the Sacramento Housing and Redevelopment Agency be restructured, expanded, amended, and renamed as the Sacramento Area Housing and Homelessness Agency, as provided. The bill would require the agency to include the County of Sacramento and qualified local agencies, as specified and defined, and would make the agency the regional authority for prescribed activities, including developing and preserving affordable housing and coordinating and administering homelessness prevention and response services. The bill would require the updated joint powers agreement to provide for a governing board and an exectuve director, as specified, and require the Sacramento Local Agency Formation Commission to form and appoint an independent task force to consolidate all entities for purposes of establishing the agency, as provided. The bill would require the agency to adopt a comprehensive strategic plan to address housing and homelessness no later than 3 years from the date the restructured joint powers agreement takes effect. The bill would also require the agency to establish and maintain a standing advisory board, as provided. Under the bill, the Sacramento Area Housing and Homelessness Agency would retain its legal identity as the public housing authority and redevelopment successor entity and continue to administer all existing housing, homelessness, and redevelopment programs in compliance with specified law. (Based on 06/23/2025 text)

Subject: COG, Housing, Planning

SB 827 (**Gonzalez, D**) **Local agency officials: training.**

Last Amended: 09/02/2025

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.



Location: 09/17/2025 - Senate ENROLLED

Summary: Current law imposes ethics training on specified local agency officials. Current law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Existing law requires the local agency to maintain records of the trainings, as prescribed. This bill would expand which local agency officials are required to complete the above-described ethics training to include department heads, or other similar administrative officers, as specified, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6 months of commencing service. The bill would require the local agency to publish post clear instructions and contact information for requesting the training records on its internet website, as specified. This bill would additionally require all local agency officials, as defined, to receive at least 2 hours of fiscal and financial training, as described. The bill would require the training to be received at least once every 2 years, as provided. The bill would exempt from these requirements specified local agency officials if they are in compliance with existing education requirements specific to their positions. This bill would authorize a local agency or an association of local agencies to contract with or otherwise collaborate with a provider of a training course to offer one or more training courses, or sets of self-study materials with tests, to its local agency officials to meet the training requirement, as described. The bill would require the training courses and materials to be developed in consultation with experts in local government finance. finance, as specified. (Based on 09/12/2025 text)

Subject: Air Quality, COG, Funding, Planning, Transportation

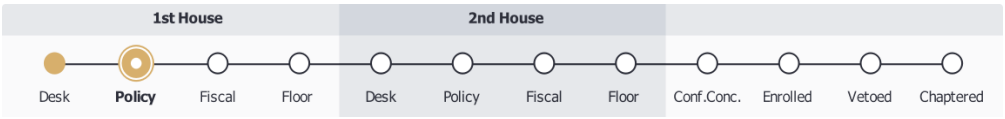
Subject: Air Quality, COG, Funding, Planning, Transportation

SB 828 (**Cabaldon, D**) **Fireworks licenses and permits: criminal convictions: local jurisdictions.**

Last Amended: 09/11/2025

Status: 09/12/2025 - Withdrawn from committee. Re-referred to Com. on RLS.

Attachment: Bill Report 10-25 (12001 : State Legislative Update)



Location: 09/12/2025 - Senate Rules

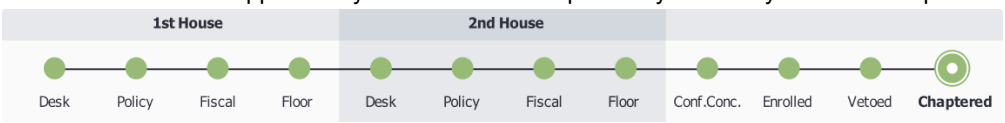
Summary: The State Fireworks Law requires the State Fire Marshal to adopt regulations relating to fireworks as may be necessary for the protection of life and property. Current law requires these regulations to include, among other things, provisions for the granting of licenses and permits for the manufacture, wholesale, import, export, and sale of all classes of fireworks. Current law authorizes the State Fire Marshal to deny or revoke a fireworks license for specified reasons. A violation of the State Fireworks Law or the regulations issued pursuant thereto is a misdemeanor. Current law requires fireworks licensees seeking authorization for specified activities related to fireworks to submit a written application for a permit to the chief of the fire department or the chief fire prevention officer of the city or county, or to another issuing authority that may be designated by the governing body of the city or county, or, in the event there is no officer or person appointed within the area, to the State Fire Marshal or the State Fire Marshal's deputy, as provided. This bill would require a fireworks licensee to provide to the State Fire Marshal documentation affirming the possession of a permit applicable to fireworks activity and necessary local land use permits or other entitlements, as required by the public agency having local jurisdiction, and information about the storage sites for the fireworks. By expanding the scope of a crime, the bill would impose a state-mandated local program. (Based on 09/11/2025 text)

Subject: COG, Housing, Planning

SB 840 (**Limón, D**) **Greenhouse gases: Greenhouse Gas Reduction Fund: studies.**

Last Amended: 09/10/2025

Status: 09/19/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 121, Statutes of 2025.



Location: 09/19/2025 - Senate CHAPTERED

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt regulations for greenhouse gas emissions limits and emissions reduction measures to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit, as defined. The act authorizes the state board to revise regulations or adopt additional regulations to further the act. The act authorizes that state board to include in those regulations the use of a market-based compliance mechanism to comply with those regulations. Current law requires the state board, in regulations implementing the market-based compliance mechanism to, among other things, establish limits on the use of offset credits as a means for a covered entity to meet its compliance obligations. Current law requires moneys collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and continuously appropriates a portion of the moneys in the fund for various purposes. This bill would state the intent of the Legislature to direct specific percentages of the revenues deposited into the Greenhouse Gas Reduction Fund to individual funds dedicated to funding clean transportation, housing and community investment, clean air and water, wildfire prevention and resilience, agriculture, clean energy, and climate-focused innovation. (Based on 09/19/2025 text)

Subject: Cap & Trade, COG, Funding, Planning, Transit, Transportation

Subject: Cap & Trade, COG, Funding, Planning, Transit, Transportation

Total Measures: 159
Total Tracking Forms: 207

Attachment: Bill Report 10-25 (12001 : State Legislative Update)

Minute Action

AGENDA ITEM: 23

Date: November 5, 2025

Subject:
Federal Legislative Update

Recommendation:
Receive and file the October 2025 Federal Legislative Update relating to the following:

- Transportation; and
- Council of Governments.

Background:
San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on October 8, 2025, on the Fiscal Year (FY) 2026 appropriations process and government shutdown, as well as agency input on the reauthorization of the Surface Transportation Act.

Fiscal Year 2026 Appropriations Process

On September 19, 2025, the House passed a 'clean' Continuing Resolution (CR) by a vote of 217-212 before leaving for a week-long recess.

The bill passed along party lines in the House and was sent to the Senate, where it failed to meet the 60-vote threshold. Congress has until September 30, 2025 to either pass a new CR to extend government funding, or the government enters into a shutdown.

This was a somewhat surprising development, because at the beginning of the week, the Military Construction and Veterans Affairs, Agriculture, and Legislative Branch 'minibus' were planned to be included in a package with the CR after successfully navigating conference committee negotiations between the House and Senate and securing bipartisan support. However, on Monday, House Leadership pulled the minibus out of the proposed CR, opting instead for a clean CR that would expire just prior to the Thanksgiving holiday.

Appropriations Bills Status

House Appropriations

- **Agriculture** - Passed full committee, awaiting floor consideration.
- **Commerce-Justice-Science** - Passed full committee, awaiting floor consideration.
- **Defense** – Passed the House floor on July 18, 2025.
- **Energy & Water** – Passed the House floor on September 4, 2025.
- **Financial Services** – Passed full committee, awaiting floor consideration.
- **Homeland Security** - Passed full committee, awaiting floor consideration.
- **Interior-Environment** - Passed full committee, awaiting floor consideration.
- **Labor-HHS-Education** – Passed full committee, awaiting floor consideration.
- **Legislative Branch** - Passed full committee, awaiting floor consideration.
- **MilCon-VA** - Passed the House floor on June 25, 2025.
- **National Security-State** - Passed full committee, awaiting floor consideration.
- **Transportation-HUD** - Passed full committee, awaiting floor consideration.

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

Senate Appropriations

- **Agriculture** – Passed Senate floor on August 1, 2025.
- **Commerce-Justice-Science** - Passed full committee, awaiting floor consideration.
- **Defense** – Passed Senate floor on July 31, 2025, awaiting floor consideration.
- **Energy & Water** -To Be Determined (TBD)
- **Financial Services** - TBD
- **Homeland Security** - TBD
- **Interior-Environment** - Passed full committee, awaiting floor consideration.
- **Labor-HHS-Education** - Passed full committee, awaiting floor consideration.
- **Legislative Branch** - Passed Senate floor on August 1, 2025.
- **MilCon-VA** - Passed Senate floor on August 1, 2025.
- **National Security-State** - TBD
- **Transportation-HUD** – Passed full committee, awaiting floor consideration.

U.S. Department of Transportation (USDOT) Announces New Rail Funding Opportunity

On September 22, 2025, USDOT Secretary Sean Duffy announced that the Federal Railroad Administration (FRA) issued a Notice of Funding Opportunity (NOFO) for the National Railroad Partnership Program.

The new NOFO allocates more than $5 billion in funding for projects that enhance safety on intercity passenger rail networks. The NOFO includes approximately $2.4 billion that the Federal Railroad Administration de-obligated from the California High-Speed Rail project. The FRA is reissuing the NOFO for FY 2024 and adding funding for the FY 2025 National Railroad Partnership Program. Applications are due by January 7, 2026.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item was received by the Legislative Policy Committee on October 8, 2025.

Responsible Staff:
Louis Vidaure, Legislative Analyst

Approved
Board of Directors
Date: November 5, 2025

Witnessed By:

Minute Action

AGENDA ITEM: 24

Date: November 5, 2025

Subject:
Award Construction Contract No. 25-1003266 for the US 395 Phase 2 Widening Project

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

A. Award Construction Contract No. 25-1003266 for the US 395 Phase 2 Widening Project (Project) to Griffith Company, the lowest responsible and responsive bidder, in an amount not-to-exceed $41,854,900, with a term through December 31, 2029, to be funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark.

B. Approve an Allowance/Contingency amount of $6,184,980, comprised of a contingency amount of $4,185,490 and supplemental work costs at $1,999,490, to be released as per Policy No. 11000.VIII.B.6.

C. Approve an expenditure authority of $632,306 for Agency Furnished Materials and Services, which will be expended as necessary for the Project.

Background:
US 395 is designated as a "Priority Interregional Highway" in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties, and an important agricultural route to and from the Central Valley. The US 395 Phase 2 Widening Project (Project) will widen the facility from two to four lanes between Interstate 15 and Palmdale Road.

On August 21, 2025, Invitation for Bids (IFB) No. 25-1003266 was released and sent electronically to 1,233 contractors, subcontractors, and suppliers registered on PlanetBids. A total of 148 bidders downloaded the IFB. The solicitation was issued in accordance with current SBCTA policies and procedures for construction projects.

On October 2, 2025, SBCTA received four (4) bids from contractors ranging from $41.85 million to $49.66 million. At the bid closing, Griffith Company was identified as the low bidder at $41,854,900. The lowest bid came in approximately 35% lower than the engineer's estimate. The bidders and the amount of their bids were as follows, from lowest to highest:

1.	Griffith Company	$41,854,900
2.	C.A. Rasmussen, Inc.	$43,527,936
3.	Sully-Miller	$46,850,000
4.	Granite Construction Company	$49,664,205

Griffith Company's bid was found to be the lowest responsive and responsible bidder. Therefore, staff is recommending that the Board award Contract No. 25-1003266 for construction of the Project to Griffith Company, in a not-to-exceed amount of $41,854,900.

Staff is also recommending approval of an Allowance/Contingency amount of $6,184,980, comprised of a contingency amount of $4,185,490 and supplemental work costs of $1,999,490, and approval of expenditure authority for Agency Furnished Materials and Services in the amount of $632,306, which will be expended as necessary for the Project, as shown in Attachment A.

Financial Impact:
This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Victor Valley Major Local Highway Projects Program funds, Surface Transportation Block Grant Program funds, Trade Corridor Enhancement Program funds, State Highway Operations and Protection Program funds, and a Federal Earmark in Program 40, Project Delivery.

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

Responsible Staff:
Pralisa Amatya, Construction Manager

Contract Summary Sheet

General Contract Information

Contract No: 25-1003266 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 02843 Vendor Name: Griffith Company

Description: US 395 Phase 2 Widening Project Construction

List Any Related Contract Nos.:

Dollar Amount

Original Contract	$	41,854,900.00	Original Contingency	$	6,184,980.00
Prior Amendments	$	-	Prior Amendments	$	-
Prior Contingency Released	$	-	Prior Contingency Released (-)	$	-
Current Amendment	$	-	Current Amendment	$	-
Total/Revised Contract Value	**$**	**41,854,900.00**	**Total Contingency Value**	**$**	**6,184,980.00**
			Total Dollar Authority (Contract Value and Contingency)	**$**	**48,039,880.00**

Contract Authorization

Board of Directors Date: 11/05/2025 Board Item # 11618

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Construction N/A

Accounts Payable

Estimated Start Date: 12/01/2025 Expiration Date: 12/31/2029 Revised Expiration Date:

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

	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding: $ 41,854,900.00	Total Contingency: $ 6,184,980.00
GL:	4110	40	0820	0844	52005	41100000	640	MSI VV MLHP	939,539.07	580,335.93
GL:	2010	40	0820	0844	52005	42101006	640	STP	5,433,550.79	1,963,406.21
GL:	2089	40	0820	0844	52005	42109002	640	CPF	1,818,181.78	181,818.22
GL:	2704	40	0820	0844	52005	42217701	640	TCEP	27,272,726.68	2,727,273.32
GL:	2550	40	0820	0844	52005	42205003	640	SHOPP	6,390,901.68	732,146.32
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Pralisa Amatya
Project Manager (Print Name)

Kristi Lynn Harris
Task Manager (Print Name)

Additional Notes:

Attachment: CSS 25-1003266 (11618 : US 395 Phase 2 Construction Contract Award)

CONTRACT NO. 25-1003266

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

GRIFFITH COMPANY

FOR

CONSTRUCTION OF THE US 395 PHASE 2 WIDENING PROJECT

This contract, (referred to as "Contract") effective on the Effective Date as defined herein, is by and between San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Griffith Company (referred to hereafter as "CONTRACTOR") whose address is; 3050 East Birch Street, Brea CA 92821. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires construction of the US 395 Phase 2 Widening Project in San Bernardino County; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Exhibit A – LAPM Exhibit 12-G (which includes Form FHWA -1273), attached to the contract; Invitation For Bids No. 25-1003266 (IFB) dated August 21, 2025; bid dated October 2, 2025; California Department of Transportation Standard Plans, dated 2024; the Standard Specifications, dated 2024; 2024 Green Book and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Addenda No's. 1,2,3,4, and 5; Project Plans dated June 3, 2025; Notice to Bidders and Special Provisions dated June 17, 2025; and Performance and Payment Bonds.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

Upon final acceptance of the project work by SBCTA, CONTRACTOR may obtain a release of the Performance Bond and Payment Bond if CONTRACTOR provides to SBCTA and maintains a Warranty Bond, in the form provided by SBCTA in the IFB, or such other security as SBCTA may approve in its sole discretion, that guarantees performance of Work required to be performed during the period following final acceptance of the Project work, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to persons performing such Work (the "Warranty Bond"). The Warranty Bond, if used, shall guarantee the performance of CONTRACTOR's warranties and warranties of its subcontractors and run in favor of and be enforceable by SBCTA, the Department, utility owners and local agencies (as applicable) for the warranty obligations under the Contract.

If used, the Warranty Bond shall be in an amount specified of ten (10) percent of the amount payable to CONTRACTOR under the Contract ("Warranty Bond Amount"). SBCTA will release the Warranty Bond upon the expiration of the Warranty Period, provided the following conditions have been met: (i) CONTRACTOR is not in default under this Contract and no event has occurred that, with the passage of time or the giving of notice, would constitute a default under this Contract; and (ii) SBCTA receives either (a) evidence satisfactory to SBCTA that all persons eligible to file a claim against the Warranty Bond have been fully paid and unconditional releases of liens and stop payment notices from all subcontractors, if any, that filed preliminary notice of a claim against the Warranty Bond; or (b) the statutory period for subcontractors to file a claim against the Warranty Bond has expired and no claims have been filed.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than seven days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

SBCTA has adopted a prompt payment provision on all DOT – assisted contracts, to facilitate timely payment to all subcontractors/subconsultants in accordance with regulatory mandates. This provision requires a Contractor to issue payment to all subcontractors (DBE's and non-DBE's), for satisfactory performance of their contracts, no later than seven (7) days from receipt of each payment made to the Contractor by Department.

Commencing with the Contractors second Pay Application Request/Invoice, the Contractor shall provide SBCTA with evidence in the form of a signed assurance that the Contractor has paid all subcontractors/subconsultants all amounts due for work that the subcontractor/subconsultant has satisfactorily performed. The statement of compliance, signed under penalty of perjury, may be included within the Pay Application document or as an attachment.

Attention is directed to the Prompt Payment Certification Form attached as Appendix C of these special provisions.

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **FORTY-ONE MILLION, EIGHT HUNDRED FIFTY-FOUR THOUSAND, NINE HUNDRED DOLLARS** ($41,854,900.00), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work at the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.

4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to Director of Project Delivery the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Item Num	Item Code	Description	Ref	Unit of Measure	Quantity	Unit Price	Line Total
1	015019A	ALTERNATIVE CRASH CUSHION TL-3		EA	4	$58,900.00	$235,600.00
2	043223A	PRE/POST INSPECTION OF DWR FACILITY		LS	1	$10,000.00	$10,000.00
3	066013A	RELOCATE FIRE HYDRANT		EA	11	$1.00	$11.00
4	066014A	REMOVE VAULT		EA	1	$1.00	$1.00
5	066105A	RESIDENT ENGINEERS OFFICE		LS	1	$80,000.00	$80,000.00
6	070030	LEAD COMPLIANCE PLAN		LS	1	$1,200.00	$1,200.00
7	080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE		LS	1	$45,000.00	$45,000.00
8	090100	TIME-RELATED OVERHEAD (WDAY)		WDAY	520	$6,860.00	$3,567,200.00
9	100100	DEVELOP WATER SUPPLY		LS	1	$92,000.00	$92,000.00
10	120090	CONSTRUCTION AREA SIGNS		LS	1	$21,300.00	$21,300.00
11	120100	TRAFFIC CONTROL SYSTEM		LS	1	$550,000.00	$550,000.00
12	120103	STATIONARY IMPACT ATTENUATOR VEHICLE		LS	1	$15,000.00	$15,000.00
13	120165	CHANNELIZER (SURFACE MOUNTED)		EA	310	$64.50	$19,995.00
14	120207	PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM		DAY	480	$50.00	$24,000.00
15	120320	TEMPORARY BARRIER SYSTEM		LF	72000	$16.50	$1,188,000.00
16	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE		LS	1	$5,400.00	$5,400.00
17	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)		LS	1	$192,250.00	$192,250.00
18	129108	TEMPORARY CRASH CUSHION TL-3		EA	30	$6,010.00	$180,300.00
19	129152	TEMPORARY RADAR SPEED		EA	20	$5,460.00	$109,200.00

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

		FEEDBACK SIGN SYSTEM					
20	130100	JOB SITE MANAGEMENT		LS	1	$56,000.00	$56,000.00
21	130301	STORMWATER POLLUTION PREVENTION PLAN		LS	1	$2,325.00	$2,325.00
22	130330	STORM WATER ANNUAL REPORT		EA	3	$792.00	$2,376.00
23	130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)		EA	4	$1,365.00	$5,460.00
24	130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)		SQYD	289000	$0.91	$262,990.00
25	130610	TEMPORARY CHECK DAM		LF	40900	$4.00	$163,600.00
26	130620	TEMPORARY DRAINAGE INLET PROTECTION		EA	32	$546.00	$17,472.00
27	130640	TEMPORARY FIBER ROLL		LF	11700	$6.15	$71,955.00
28	130680	TEMPORARY SILT FENCE		LF	1520	$6.85	$10,412.00
29	130711A	TEMPORARY CONSTRUCTION ENTRANCE		LS	1	$66,920.00	$66,920.00
30	130730	STREET SWEEPING		LS	1	$48,818.70	$48,818.70
31	130900	TEMPORARY CONCRETE WASHOUT		LS	1	$27,810.00	$27,810.00
32	141120	TREATED WOOD WASTE		LB	7060	$1.65	$11,649.00
33	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)		LS	1	$221,550.00	$221,550.00
34	153123	REMOVE CONCRETE		SQYD	6	$85.50	$513.00
35	160110	TEMPORARY HIGH-VISIBILITY FENCE		LF	1520	$6.25	$9,500.00
36	170103	CLEARING AND GRUBBING (LS)		LS	1	$180,000.00	$180,000.00
37	190101	ROADWAY EXCAVATION		CY	103000	$25.00	$2,575,000.00
38	192003	STRUCTURE EXCAVATION (BRIDGE)	F	CY	361	$90.00	$32,490.00

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

39	192025	STRUCTURE EXCAVATION (CULVERT)	F	CY	103	$115.00	$11,845.00
40	192037	STRUCTURE EXCAVATION (RETAINING WALL)	F	CY	4513	$24.00	$108,312.00
41	193003	STRUCTURE BACKFILL (BRIDGE)	F	CY	286	$115.00	$32,890.00
42	193004	STRUCTURE BACKFILL (CULVERT)	F	CY	206	$43.00	$8,858.00
43	193013	STRUCTURE BACKFILL (RETAINING WALL)	F	CY	4365	$22.00	$96,030.00
44	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	F	CY	24	$52.00	$1,248.00
45	194001	DITCH EXCAVATION		CY	18900	$25.00	$472,500.00
46	200114	ROCK BLANKET		SQFT	540	$85.00	$45,900.00
47	204030	TRANSPLANT TREE		EA	6	$3,213.00	$19,278.00
48	204099	PLANT ESTABLISHMENT WORK		LS	1	$21,420.00	$21,420.00
49	210350	FIBER ROLLS		LF	11400	$4.95	$56,430.00
50	210430	HYDROSEED		SQFT	984000	$0.12	$118,080.00
51	260203	CLASS 2 AGGREGATE BASE (CY)		CY	30800	$53.00	$1,632,400.00
52	360200	BASE BOND BREAKER		SQYD	280	$12.00	$3,360.00
53	374002	ASPHALTIC EMULSION (FOG SEAL COAT)		TON	6	$1,250.00	$7,500.00
54	390100	PRIME COAT		TON	32	$1,500.00	$48,000.00
55	390132	HOT MIX ASPHALT (TYPE A)		TON	72700	$116.60	$8,476,820.00
56	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)		TON	21600	$129.50	$2,797,200.00
57	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)		LF	180	$11.85	$2,133.00
58	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)		LF	990	$10.00	$9,900.00
59	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	3340	$7.80	$26,052.00

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60	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)		LF	1860	$4.90	$9,114.00
61	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	690	$80.00	$55,200.00
62	397005	TACK COAT		TON	120	$1,800.00	$216,000.00
63	398001	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)		SQFT	6970	$1.05	$7,318.50
64	398100	REMOVE ASPHALT CONCRETE DIKE		LF	7110	$1.65	$11,731.50
65	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	1040	$25.50	$26,520.00
66	401055	JOINTED PLAIN CONCRETE PAVEMENT (RSC)		CY	46	$1,350.00	$62,100.00
67	480600	TEMPORARY SHORING		LS	1	$370,650.00	$370,650.00
68	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING		LF	1920	$238.00	$456,960.00
69	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	F	CY	130	$551.00	$71,630.00
70	510053	STRUCTURAL CONCRETE, BRIDGE	F	CY	194	$2,165.00	$420,010.00
71	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	F	CY	158	$485.00	$76,630.00
72	510060	STRUCTURAL CONCRETE, RETAINING WALL	F	CY	296	$937.00	$277,352.00
73	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	F	CY	114	$1,155.00	$131,670.00
74	510090	STRUCTURAL CONCRETE, BOX CULVERT	F	CY	101	$2,320.00	$234,320.00
75	510092	STRUCTURAL CONCRETE, HEADWALL	F	CY	93	$2,175.00	$202,275.00
76	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	F	CY	48	$5,490.00	$263,520.00

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

77	510502	MINOR CONCRETE (MINOR STRUCTURE)	F	CY	7	$2,420.00	$16,940.00
78	511015	CONCRETE SURFACE TEXTURE (FRACTURED RIB)		SQFT	7280	$7.90	$57,512.00
79	512239A	FURNISH PRECAST PRESTRESSED CONCRETE WIDE-FLANGE GIRDER (130'-140')		EA	5	$74,030.00	$370,150.00
80	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER		EA	5	$25,730.00	$128,650.00
81	519088	JOINT SEAL (MR 1")		LF	94	$166.00	$15,604.00
82	520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	147890	$1.35	$199,651.50
83	520103	BAR REINFORCING STEEL (RETAINING WALL)	F	LB	44660	$1.85	$82,621.00
84	520107	BAR REINFORCING STEEL (BOX CULVERT)	F	LB	32550	$1.60	$52,080.00
85	520120	HEADED BAR REINFORCEMENT	F	EA	28	$63.00	$1,764.00
86	600001	PUBLIC SAFETY PLAN		LS	1	$5,060.00	$5,060.00
87	600052A	REMOVE BLOCK WALL		LF	350	$37.00	$12,950.00
88	650014	18" REINFORCED CONCRETE PIPE		LF	830	$235.00	$195,050.00
89	650018	24" REINFORCED CONCRETE PIPE		LF	340	$297.00	$100,980.00
90	703555	18" WELDED STEEL PIPE (.250" THICK)		LF	80	$546.00	$43,680.00
91	705204	18" CONCRETE FLARED END SECTION		EA	7	$3,550.00	$24,850.00
92	705206	24" CONCRETE FLARED END SECTION		EA	1	$6,200.00	$6,200.00
93	710136	REMOVE PIPE (LF)		LF	170	$110.00	$18,700.00
94	710150	REMOVE INLET		EA	4	$2,775.00	$11,100.00
95	710152	REMOVE HEADWALL		EA	3	$4,435.00	$13,305.00
96	710166	REMOVE ASPHALT CONCRETE OVERSIDE DRAIN		EA	2	$1,825.00	$3,650.00

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

97	710260	REMOVE CONCRETE (CHANNEL)		CY	16	$389.00	$6,224.00
98	710360	CLEANING, INSPECTING, AND PREPARING CULVERT (LF)		LF	660	$116.00	$76,560.00
99	721420	CONCRETE (DITCH LINING)		CY	300	$830.00	$249,000.00
100	721810	SLOPE PAVING (CONCRETE)		CY	18	$2,380.00	$42,840.00
101	723050	ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B) (CY)		CY	74	$250.00	$18,500.00
102	723070	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)		CY	530	$165.00	$87,450.00
103	723095	ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (CY)		CY	1930	$210.00	$405,300.00
104	723030	ROCK SLOPE PROTECTION (1/2 T, CLASS VII, METHOD A) (CY)		CY	84	$240.00	$20,160.00
105	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		SQYD	5250	$6.00	$31,500.00
106	730070	DETECTABLE WARNING SURFACE		SQFT	560	$40.50	$22,680.00
107	731516	MINOR CONCRETE (DRIVEWAY)		CY	530	$1,165.00	$617,450.00
108	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)		CY	890	$1,105.00	$983,450.00
109	731710	REMOVE CONCRETE CURB (LF)		LF	530	$7.90	$4,187.00
110	731820	REMOVE CONCRETE SIDEWALK AND DRIVEWAY		CY	240	$256.00	$61,440.00
111	731840	REMOVE CONCRETE (CURB AND GUTTER)		LF	1610	$16.50	$26,565.00
112	733000	PRE/POST CONSTRUCTION SURVEYS		LS	16	$1,300.00	$20,800.00

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

113	750001	MISCELLANEOUS IRON AND STEEL	F	LB	8622	$3.90	$33,625.80
114	780460	ANTI-GRAFFITI COATING	F	SQFT	8235	$4.20	$34,587.00
115	800360	CHAIN LINK FENCE (TYPE CL-6)		LF	1050	$70.50	$74,025.00
116	800362A	DWR DOUBLE GATE		EA	2	$12,400.00	$24,800.00
117	803050	REMOVE CHAIN LINK FENCE		LF	1790	$8.00	$14,320.00
118	803210	TEMPORARY DESERT TORTOISE FENCE		LF	57700	$9.00	$519,300.00
119	810120	REMOVE PAVEMENT MARKER		EA	11900	$0.51	$6,069.00
120	810130	REMOVE DELINEATOR		EA	52	$75.00	$3,900.00
121	810170	DELINEATOR (CLASS 1)		EA	170	$200.00	$34,000.00
122	810190	GUARD RAILING DELINEATOR		EA	41	$56.00	$2,296.00
123	810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	8220	$3.05	$25,071.00
124	810250	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)		EA	11600	$8.12	$94,192.00
125	820110	MILEPOST MARKER		EA	14	$150.00	$2,100.00
126	820113	TREATMENT BEST MANAGEMENT PRACTICE MARKER		EA	29	$14.00	$406.00
127	820132	OBJECT MARKER (TYPE L)		EA	3	$100.00	$300.00
128	820250	REMOVE ROADSIDE SIGN		EA	53	$165.00	$8,745.00
129	820510	RESET ROADSIDE SIGN (ONE POST)		EA	17	$495.00	$8,415.00
130	820520	RESET ROADSIDE SIGN (TWO POST)		EA	7	$600.00	$4,200.00
131	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)		SQFT	1210	$35.00	$42,350.00
132	820790	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)		SQFT	20	$35.00	$700.00
133	820840	ROADSIDE SIGN - ONE POST		EA	38	$545.00	$20,710.00

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

134	820850	ROADSIDE SIGN - TWO POST		EA	3	$980.00	$2,940.00
135	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)		LF	2050	$54.50	$111,725.00
136	832070	VEGETATION CONTROL (MINOR CONCRETE)		SQYD	810	$155.00	$125,550.00
137	839580	END ANCHOR ASSEMBLY (TYPE SFT-M)		EA	3	$3,100.00	$9,300.00
138	839584A	ALTERNATIVE IN-LINE TERMINAL SYSTEM		EA	3	$6,400.00	$19,200.00
139	839640	CONCRETE BARRIER (TYPE 60M)		LF	110	$239.00	$26,290.00
140	839642	CONCRETE BARRIER (TYPE 60MC)		LF	540	$358.00	$193,320.00
141	839643	CONCRETE BARRIER (TYPE 60MD)		LF	340	$121.00	$41,140.00
142	839746	CONCRETE BARRIER (TYPE 842)	F	LF	390	$144.00	$56,160.00
143	839747	CONCRETE BARRIER (TYPE 842A)	F	LF	495	$160.00	$79,200.00
144	839752	REMOVE GUARDRAIL		LF	160	$26.75	$4,280.00
145	839782	REMOVE CRASH CUSHION		EA	1	$1,140.00	$1,140.00
146	840623	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)		LF	68900	$0.81	$55,809.00
147	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	298000	$0.30	$89,400.00
148	840666	PAINT PAVEMENT MARKING (2-COAT)		SQFT	6820	$2.03	$13,844.60
149	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	193000	$1.02	$196,860.00
150	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	25700	$1.52	$39,064.00

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

151	846012	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)		SQFT	23300	$4.82	$112,306.00
152	846020	REMOVE PAINTED TRAFFIC STRIPE		LF	295000	$0.25	$73,750.00
153	846025	REMOVE PAINTED PAVEMENT MARKING		SQFT	6820	$2.03	$13,844.60
154	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE		LF	166000	$0.25	$41,500.00
155	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING		LF	3210	$2.03	$6,516.30
156	846050A	6" EDGELINE RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)		STA	53	$155.00	$8,215.00
157	846051	12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)		STA	1000	$45.00	$45,000.00
158	847218	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)		LF	1950	$8.15	$15,892.50
159	847222	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 36-12)		LF	630	$4.10	$2,583.00
160	847224	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)		LF	340	$15.25	$5,185.00
161	870400	SIGNAL AND LIGHTING SYSTEM		LS	1	$929,000.00	$929,000.00
162	871812	INTERCONNECTION CONDUIT AND CABLE (LS)		LS	1	$1,187,100.00	$1,187,100.00
163	872002	TEMPORARY SIGNAL SYSTEMS		LS	1	$258,050.00	$258,050.00
164	870009	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS		LS	1	$10,320.00	$10,320.00

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

		DURING CONSTRUCTION					
165	872133	MODIFYING SIGNAL AND LIGHTING SYSTEMS		LS	1	$2,064,500.00	$2,064,500.00
166	872137	MODIFYING CHANGEABLE MESSAGE SIGN SYSTEMS		LS	1	$41,290.00	$41,290.00
167	872143	REMOVING SIGNAL AND LIGHTING SYSTEMS		LS	1	$25,810.00	$25,810.00
168	999990	MOBILIZATION		LS	1	$3,958,645.00	$3,958,645.00
169	090215A	MAINTENANCE OF EXISTING FACILITIES		LS	1	$9,000.00	$9,000.00
						Subtotal	$41,854,900.00
						Total	$41,854,900.00

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current as required by the "Notice to Bidders and Special Provisions", all current permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

ARTICLE 11. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

11.1 Definitions. As used in this clause—

Covered area means the geographical area described in the solicitation for this contract.

Deputy Assistant Secretary means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Programs, U.S. Department of Labor, or a designee.

Employer identification number means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQs.html.

Minority means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQs.html.

11.2 If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $ 10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

11.3 If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

11.4 The Contractor shall implement the affirmative action procedures in subparagraphs (1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor’s employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

DRAFT

Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph (2) of this clause.

(6) Disseminate the Contractor's equal employment policy by-

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations

11.5 Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause.

11.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

11.7 The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

11.7.1 Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

11.7.2 Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

11.7.3 Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

11.7.4 Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

11.7.5 Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph 11.4(2) of this clause.

11.7.6 Disseminate the Contractor's equal employment policy by –

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

11.7.7 Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

11.7.8 Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

11.7.9 Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

11.7.10 Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

11.7.11 Validate all tests and other selection requirements where required under 41 CFR 60-3.

11.7.12 Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

11.7.13 Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

11.7.14 Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

11.7.15 Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

11.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

11.8 The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

DRAFT

11.4(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs 11.4(1) through (16) of this clause, provided the Contractor –

11.8.1 Actively participates in the group;

11.8.2 Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

11.8.3 Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

11.8.4 Makes a good-faith effort to meet its individual goals and timetables; and

11.8.5 Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

11.9 A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of this clause if a particular group is employed in a substantially disparate manner.

11.10 The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts.

11.12 The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause.

11.13 The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph 11.4(1) through (16) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

11.14 The Contractor shall designate a responsible official to –

11.14.1 Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

11.14.2 Submit reports as may be required by the Government; and

11.14.3 Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

11.15 Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 12. CONFLICT OF INTEREST

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

ARTICLE 13. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

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

14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

DRAFT

performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

14.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

14.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

14.6 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).

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

ARTICLE 15. TERMINATION

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

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

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee for such Services satisfactorily executed to the date of termination.

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

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

15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

ARTICLE 16. STOP WORK ORDER

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

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 17. CLAIMS

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

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Per Section PCC § 20104:

(a) (1) This section applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

PCC § 20104.4

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

ARTICLE 18. INSURANCE

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

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

18.1 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$25,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
    - $15,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
- 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.
- If this contract includes work in close proximity to an active railroad and Railroad Protective Liability Coverage is required then the CGL policy shall not exclude coverage of contractual lability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove all such exclusions to the coverage.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

18.2 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

18.3 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **$10,000,000** 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 Article 17.3 (Umbrella/Excess CGL).
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined single limit Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

18.4 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 19 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

18.5 Professional Liability -- Intentionally Omitted

18.6 Builder's Risk Insurance – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name SBCTA as a loss payee as their interest may appear. If the project does not involve new or major reconstruction, at the option of SBCTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others, with limits equal to the completed value of the project on a full replacement cost basis, with no coinsurance penalty provision. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 19 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $100,000.00 per loss, other than earthquake or flood which may have deductible or self-insured

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

retentions not exceeding $100,000.00. The policy may have sub-limits not less than the following:

Earthquake	$5,000,000.00
Flood	$1,000,000.00

18.7 Contractor's Pollution Liability Insurance - The policy must include the following:

- $2,000,000 per claim or occurrence limits/$4,000,000 in the aggregate

18.8 Railroad Protective Liability Insurance --

This coverage may be required by a third party railroad operator or railroad owner anytime work is performed on or in close proximity to a railroad. CONTRACTOR is to conduct their own investigation of the RRPL requirements and shall meet the coverage and limits dictated by any third party railroad, but when required, in no event less than outlined below.

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and/or operator with respect to the operations the CONTRACTOR or any of their subcontractors perform on the Property. Minimum Limits: **$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply. If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than $3 million per occurrence, combined single limit. A $9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
- It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

18.9 General Provisions

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

18.9.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

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Authority, Caltrans and their officers, directors, members, employees, and agents as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for the additional insureds to the full extent provided by the policy.

18.9.3 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than $100,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

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

18.9.5 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09).

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.

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

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

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

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

18.9.10 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

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

18.9.12 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

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

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

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Caltrans, City of Hesperia, City of Victorville, Department of Water Resources, and their respective officers, directors, members,

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

DRAFT

employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duty to defend and indemnification obligations shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 20. OWNERSHIP OF DOCUMENTS

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

ARTICLE 21. RECORD INSPECTION AND AUDITING

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

ARTICLE 22. INDEPENDENT CONTRACTOR

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

ARTICLE 23. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorney's fees.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 24. GOVERNING LAW AND VENUE

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

ARTICLE 25. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 26. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidders and Special Provisions

ARTICLE 27. COMMUNICATIONS AND NOTICES

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

To CONTRACTOR	**To SBCTA**
Griffith Company	**San Bernardino County Transportation Authority**
3050 East Birch Street	**1170 W. 3rd Street, 2nd Floor**
Brea, CA 92821	**San Bernardino, CA 92410-1715**
Attn: Ky McLeod	**Attn: Pralisa Amatya**
Email: socalbids@griffithcompany.net	**Email: pamatya@gosbcta.com**
2nd Contact:	**cc: Procurement Manager**
Email:	**Email: procurement@gosbcta.com**
Phone: (714) 984-5500	**Phone: (909) 884-8276**

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highway Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **Sixteen Thousand Dollars $16,000.00** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 30. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 31. SUBCONTRACTS

31.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR § 635.116).

31.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

31.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

31.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

31. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 32. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 33. PREVAILING WAGE REQUIREMENTS

33.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 34. SAFETY

34.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

34.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE

INTENTIONALLY OMITTED

ARTICLE 36. NONSEGREGATED FACILITIES

36.1 As prescribed by 41 CFR 60-1.8, CONTRACTOR must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. CONTRACTOR may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. CONTRACTOR's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated.

36.2 The term "facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. CONTRACTOR shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between. However, nothing in this Article shall prohibit separate facilities necessary to comply with the Americans with Disabilities Act (e.g., disabled parking).

36.3 All subcontracts of $10,000 shall contain the provisions of this Article.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 37. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

37.1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

37.2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminated on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

37.3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

37.4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

37.5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

37.5.1 withholding of payments to CONTRACTOR under the Contract within a reasonable period of time, not to exceed 90 days; and/or

37.5.2 cancellation, termination or suspension of the Contract, in whole or in part.

37.6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 38. RECORD OF MATERIALS, SUPPLIES AND LABOR

Intentionally Omitted.

ARTICLE 39. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR § 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS
18 U.S.C. § 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than five years or both."

ARTICLE 40. CARGO PREFERENCE ACT (CPA)

CONTRACTOR must comply with the Cargo Preference Act requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

ARTICLE 41. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 42. CONFIDENTIALITY

See Article 14.

ARTICLE 43. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 44. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

ARTICLE 45. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC sec. 6962), including but not limited to the 40 CFR Part 247 and Executive Order 13101, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 46. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA who will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

DRAFT

Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in all subcontracts and further agrees to take such action SBCTA may direct as a means of enforcing such requirements.

ARTICLE 47 BUY AMERICA

CONTRACTOR must comply with the Buy America requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract, and must ensure that all subcontracts for Work on this Project contain a provision requiring compliance with such Buy America requirements. CONTRACTOR shall indemnify SBCTA from any loss, liability and expenses arising out of CONTRACTOR's failure to comply with Buy America requirements.

ARTICLE 48. DRUG FREE WORKPLACE

CONTRACTOR 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 49. LAPM EXHIBIT 12-G – REQUIRED FEDERAL-AID CONTRACT LANGUAGE

CONTRACTOR expressly acknowledges and agrees that the Required Contract Provisions for Federal-Aid Construction Contracts as set forth in LAPM Exhibit 12-G, attached as Exhibit A (which includes FHWA Form - 1273), are expressly incorporated into this Contract by this reference, and further agrees to comply with such provisions in performance under this Contract. CONTRACTOR further agrees to insert LAPM Exhibit 12-G and Form FHWA – 1273 in each subcontract and to require its inclusion in all lower tier subcontracts awarded in connection with this Contract.

ARTICLE 50. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 51. FORCE MAJEURE

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

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of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 52. QUALITY ASSURANCE

The Quality Assurance will be subject to SBCTA's review and approval.

ARTICLE 53. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 54. EFFECTIVE DATE

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

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

DRAFT

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

GRIFFITH COMPANY

By: _____

Daniel W. Leeper
Regional Manager

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Iain MacMillan
Assistant General Counsel

Licensed in accordance with an act providing for registration of contractors.

88
License Number

95-0795590
Federal Employer Identification Number

CONCURRENCE

By: _____

Alicia J. Bullock
Procurement Manager

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EXHIBIT A
LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

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EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   - A. Nondiscrimination Statement 3
   - B. Contract Assurance 3
   - C. Prompt Progress Payment 3
   - D. Prompt Payment of Withheld Funds to Subcontractors 3
   - E. Termination and Replacement of DBE Subcontractors 4
   - F. Commitment and Utilization 6
   - G. Running Tally of Attainments 7
   - H. Commercially Useful Function 7
   - I. Use of Joint Checks 8

2. BID OPENING 9
3. BID RIGGING 9
4. CONTRACT AWARD 9
5. CONTRACTOR LICENSE 9
6. CHANGED CONDITIONS 9
   - A. Differing Site Conditions 9
   - B. Suspensions of Work Ordered by the Engineer 9
   - C. Significant Changes in the Character of Work 10

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 10
8. BUY AMERICA 10
9. QUALITY ASSURANCE 11
10. PROMPT PAYMENT 12
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 12
12. FEMALE AND MINORITY GOALS 12
13. TITLE VI ASSURANCES 14
14. FEDERAL TRAINEE PROGRAM 19
15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES 20

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

DRAFT

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contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

DRAFT

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perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

DRAFT

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A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

DRAFT

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Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

DRAFT

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10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA’s website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

DRAFT

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Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

DRAFT

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VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DRAFT

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

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programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

DRAFT

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In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

EXHIBIT B
PREVAILING WAGE RATES

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

"General Decision Number: CA20250026 10/03/2025

Superseded General Decision Number: CA20240026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025
12	09/05/2025
13	09/19/2025
14	09/26/2025
15	10/03/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 52.24	26.18
(2) Millwright	$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler	$ 52.37	26.18
(5) Sawfiler	$ 52.34	26.18
(6) Scaffold Builder	$ 45.37	25.43
(7) Table Power Saw Operator	$ 52.34	26.18

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet	$ 901.92	26.18
(2) Standby	$ 450.96	26.18
(3) Tender	$ 442.96	26.18
(4) Assistant Tender	$ 418.96	26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 52.24	26.18
STOCKER/SCRAPPER	$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer	$ 25.00	13.06

ELEC0440-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 45.23	3%+19.11
Technician	$ 33.09	15.89

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2024

	Rates	Fringes
Electricians:	$ 53.15	3%+27.48

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2025

	Rates	Fringes

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 53.30	22.26
(3) Groundman.....	$ 40.76	21.76
(4) Powderman.....	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	$ 64.10	38.75
(2) Dredge dozer.....	$ 58.13	38.75
(3) Deckmate.....	$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	$ 56.93	38.75
(6) Barge Mate.....	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	$ 53.90	32.80
GROUP 2.....	$ 54.68	32.80
GROUP 3.....	$ 54.97	32.80
GROUP 4.....	$ 56.46	32.80
GROUP 6.....	$ 56.68	32.80
GROUP 8.....	$ 56.79	32.80
GROUP 10.....	$ 56.91	32.80
GROUP 12.....	$ 57.08	32.80

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator;

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator;

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

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the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

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$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2025

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	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating

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machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0783-005 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/06/2025

	Rates	Fringes
LABORER		

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PLASTER CLEAN-UP LABORER....$ 46.17 25.97
PLASTER TENDER.....$ 48.72 25.97

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.

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PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 47.70	27.07

PLUM0016-002 09/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB	$ 68.73	26.81
Work at Fort Irwin Army Base	$ 72.23	26.81
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base	$ 68.73	26.81
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 61.73	26.81

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* PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.75	26.20
Sewer & Storm Drain Work	$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER	$ 52.63	20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2025

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Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER	$ 47.45	28.50

SFCA0709-004 09/01/2025

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire)	$ 58.60	33.65

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception,

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Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

DRAFT

Attachment: Contract 25-1003266 - PDF (11618 : US 395 Phase 2 Construction Contract Award)

Attachment A

CONTRACT NUMBER: 25-1003266

PROJECT: US 395 Phase 2 Widening Project

	Contingency	
	Contingency (10%)	**$4,185,490**
	Supplemental Work	
1	FEDERAL TRAINEE PROGRAM	$21,600.00
2	REPAIR EXISTING IRRIGATION SYSTEM	$25,000.00
3	MAINTAIN TRAFFIC	$150,000.00
4	VALUE ANALYSIS	$10,000.00
5	HMA SMOOTHNESS INCENTIVE	$97,690.00
6	WATER POLLUTION CONTROL MAINTENANCE SHARING	$70,000.00
7	ADDITIONAL WATER POLLUTION CONTROL	$33,200.00
8	STORM WATER SAMPLING AND ANALYSIS	$5,000.00
9	PARTNERING	$70,000.00
10	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEMS	$350,000.00
11	DISPUTE RESOLUTION BOARD ON-SITE MEETING	$66,000.00
12	HOURLY OFF-SITE DISPUTE-RESOLUTION-BOARD-RELATED TASKS	$44,000.00
13	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	$857,000.00
14	ADDITIONAL DRAINAGE WORK	$200,000.00
	Total Supplemental Work	**$1,999,490**
	Contingency and Supplemental Work	**$6,184,980**

	Agency/State Furnished Materials And Services	
1	COZEEP CONTRACT	$350,000.00
2	TRAFFIC MANAGEMENT PLAN PUBLIC INFORMATION	$60,000.00
3	MODULE TRAFFIC CONTROL SYSTEM, MODEL 2070E	$22,500.00
4	TRAFFIC CONTROL EQUIPMENT, MODEL 2070-7G CARD (GPS), UNIVERSAL TIME BASE MODULE (EA)	$12,984.80
5	MODEM TRAFFIC COMPONENT, MODEL 2070-6A MODEM (EA)	$2,107.04
6	MODULE TRAFFIC CONTROL SYSTEM, MODEL 2070LX (EA)	$27,133.10
7	CABINET TRAFFIC CONTROLLER, MODEL 342LX CABINET (EA)	$37,355.64
8	DETECTOR VEHICLE, MODEL 222 TWO-CHANNEL LOOP DETECTOR (EA)	$326.08
9	BATTERY BACK UP SYSTEM (BBS) (EA)	$3,099.39
10	SWITCH PACK TRAFFIC CONTROL SYSTEM, MODEL 200 SWITCH PACK (EA)	$45,000.00
11	SPECTER RADAR UNIT	$60,000.00
12	ANNUAL CONSTRUCTION GENERAL PERMIT FEES	$11,800.00
	Total Furnished Materials and Expenses	**$632,306**

Attachment: 25-1003266 Attachment A - Summ of Allowances (11618 : US 395 Phase 2 Construction Contract Award)

Minute Action

AGENDA ITEM: 25

Date: November 5, 2025

Subject:
San Bernardino County Office of Emergency Services Overview

Recommendation:
Receive a presentation from the San Bernardino County Office of Emergency Services.

Background:
The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) are advancing two major complementary climate resilience and evacuation planning initiatives through the California Department of Transportation's Sustainable Transportation Planning Grant Program with the Emergency Evacuation Network Resilience (EENR) Study and the newly funded Evacuation and Resilience Center Design (ERCD) Study.

The EENR Study, jointly led by SBCTA and the Western Riverside Council of Governments (WRCOG), is assessing regional transportation network vulnerabilities and identifying where infrastructure improvements are needed to enhance evacuation redundancy and long-term climate resilience, particularly for disadvantaged communities.

The ERCD Study focuses specifically on San Bernardino County and will identify communities needing additional emergency access routes, in compliance with Senate Bill 99 and Assembly Bill 747. It will develop local-level evacuation strategies, feasibility assessments, and concepts for resilience centers equipped with micro-grids to provide shelter during climate-related emergencies.

Together, the EENR and ERCD efforts strengthen the region's ability to plan for, respond to, and recover from emergencies caused by climate impacts. These initiatives also provide local jurisdictions with critical data, tools, and recommendations to meet state safety element requirements and improve evacuation planning at both the regional and local levels.

Given the link between these studies and San Bernardino County Office of Emergency Services (County OES) activities in evacuation coordination, hazard mitigation and response, SBCTA staff invited County OES to provide an overview of the function of the Office of Emergency Services, and how they coordinate with other jurisdictions in the event of an emergency.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board due to the nature of its content being of universal interest to all jurisdictions.

Responsible Staff:
Monique Reza-Arellano, Director of Council of Governments

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

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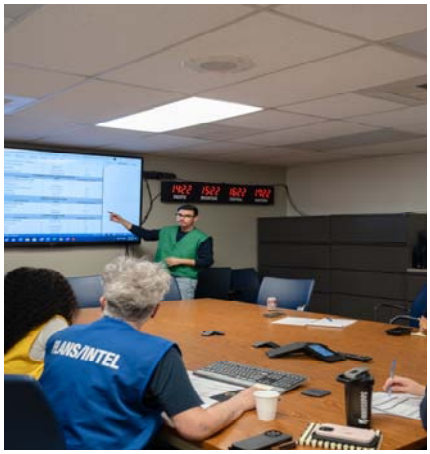
Crisanta Gonzalez, MPA
Director
Office of Emergency Services

November 2025

SAN BERNARDINO COUNTY | Office of Emergency Services

Preparing Today for Tomorrow's Challenges: Regional Resilience in Action

San Bernardino County Office of Emergency Services



Overview of Emergency Management

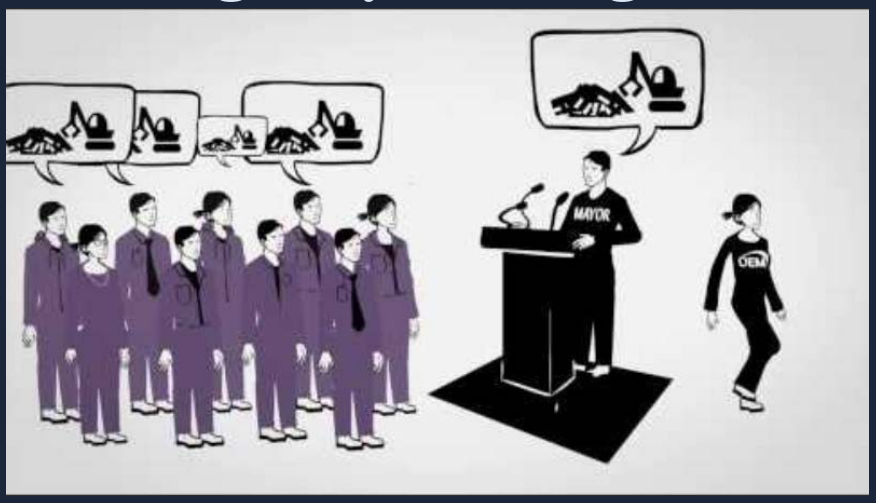
This presentation provides an overview of emergency management in San Bernardino County.

- What is an Emergency Manager
- About San Bernardino County
- About Office of Emergency Services
- Hazards That Affect our County



Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

Understanding the Role of Emergency Managers



San Bernardino County Highlights

Largest County in the United States

2,181,600+

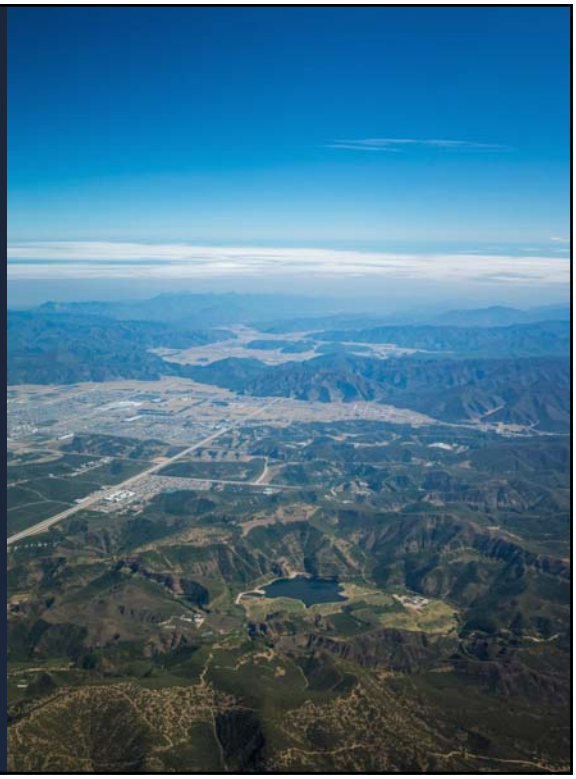
Estimated population of the County

20,100+

Estimated square mileage of the County

140+

Estimated county and local fire stations



Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

County Mandates under Charter Section 21.0103 (b)

EMERGENCY PLANNING

Developing and coordinating the emergency services planning for San Bernardino County, including the San Bernardino County Operational Area Coordinating Council, as may be necessary for the support of emergency services operations.

TRAINING INITIATIVES

Developing and coordinating such training programs and exercises as may be necessary for operational requirements.

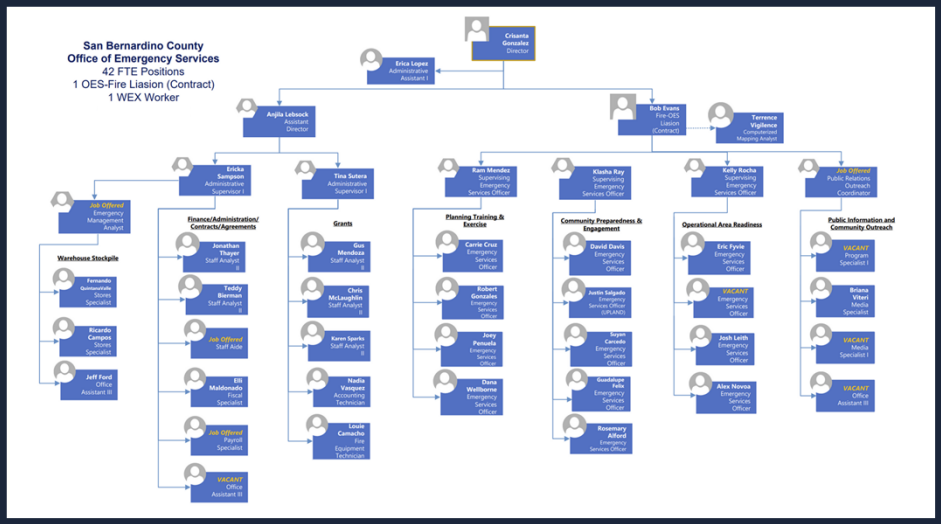
COMMUNITY ENGAGEMENT

The County prioritizes public education on emergency preparedness, empowering residents with knowledge and skills needed to effectively respond to disasters and enhance their community resilience.

EOC READINESS

Overseeing the emergency operations plan and its annexes as they relate to County groups, departments, agencies participating in activations at the Emergency Operations Center.

Department Organizational Structure Overview



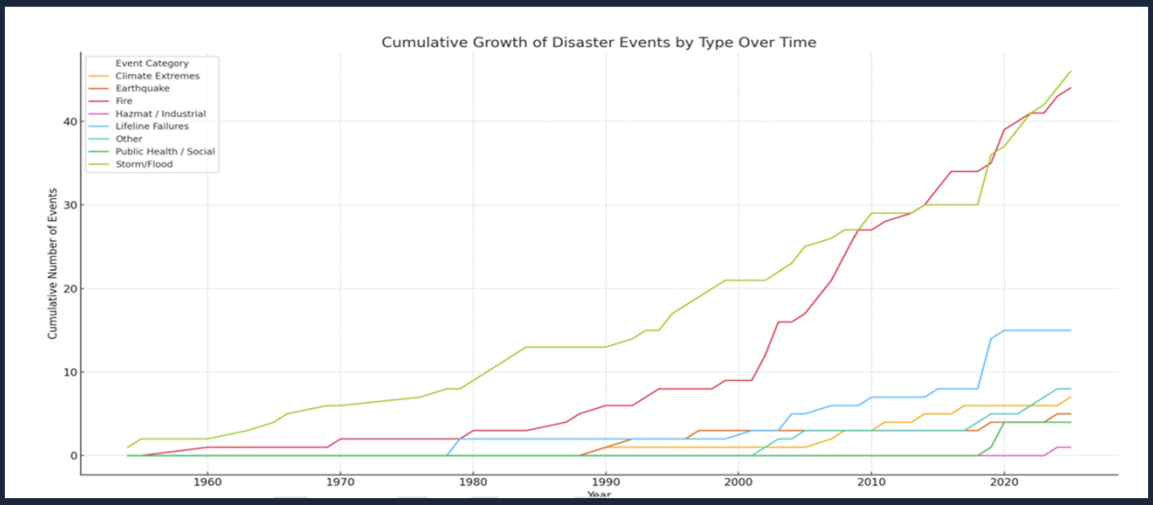
Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

Preparedness and Coordination

Strengthening interagency collaboration and enhancing public awareness are critical for effective emergency management and readiness. Investing in resilient infrastructure ensures a safer future for our communities.



County Hazards



Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

Top Hazards: Man-Made Risks

HAZARDOUS MATERIALS

The transportation and storage of hazardous materials pose significant risks, including spills and leaks, which can lead to environmental contamination and public health emergencies in our communities.

LITHIUM BATTERY RISKS

Lithium battery fires and explosions present a growing hazard, particularly in transportation and waste management sectors, necessitating strict safety protocols and education to mitigate potential incidents.

TERRORISM THREATS

The threat of terrorism impacts public safety and infrastructure, requiring coordinated response strategies and robust preventive measures to safeguard communities from potential attacks and disruptions.

Top Hazards: Natural Risks

WILDFIRES

The County experiences frequent and severe wildfires due to its rugged terrain and climate conditions, prompting ongoing community outreach, training, and discussions about fire preparedness.

FLOODING

Flooding can result from heavy rainfall, monsoonal thunderstorms, and rapid snowmelt, causing infrastructure damage and disrupting communities.

STORMS

Severe storms, including higher than normal snow levels, heavy winds and hail, can lead to power outages and hazardous conditions.

CLIMATE EXTREMES

Climate extremes, including severe winds and temperature fluctuations, are becoming more common, impacting public health and safety, and increasing the urgency for proactive measures and community education.

Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

What about earthquakes?

How would the Cajon Pass be affected?

Estimated trade value impact to the Cajon Pass:

Disruption of the I-15 corridor could lead to a staggering **$2.4 billion** decline in trade value, highlighting its critical role in our County's economy and logistics.

$2.4B

Estimated trade value impact

$277K

Economic Loss **for One Hour Closure of I-15**

$13.3M

Economic Loss **for a 6-Hour Closure of I-15**

$199M

Economic Loss **for a One Month Closure of I-15**



Thank You

Questions?

WEBSITE
https://prepare.sbcounty.gov/

CONTACT NUMBER
(909) 746-3046 24/7 cell

EMAIL ADDRESS
crisanta.gonzalez@oes.sbcounty.gov



Attachment: SB County OES PowerPoint Presentation PDF (11983 : San Bernardino County Office of Emergency Services Overview)

ADDITIONAL INFORMATION

Communication: Additional Information (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X								
Jesse Armendarez Board of Supervisors				X	X	X	X		X			
Dawn Rowe Board of Supervisors		X		X	X	X	X		X	X		
Curt Hagman Board of Supervisors	X	X	X		X				X	X		
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X		X	X		
Daniel Ramos City of Adelanto		X	X	X		X	X		X	*		
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X		X	X		
Tim Silva City of Barstow	X	X	X	X	X	X	X		*	X		
Rick Herrick City of Big Bear Lake	X	X	*	X	X	X	X		X	*		
Eunice Ulloa City of Chino	X	X	X	X	X	X	X		X	X		
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X		X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X		
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X		X			
Bill Hussey City of Grand Terrace	X	X	*	X	X	X	X		X	X		
Josh Pullen City of Hesperia		X	X	X	X	X	X		X			
Larry McCallon City of Highland	X	X	X		X	X	X		X	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2025

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Ron Dailey City of Loma Linda	X	X	X	X	X	X	X		X	X		
John Dutrey City of Montclair	X	X	X	X	X	X	X		X	X		
Janet Jernigan City of Needles	X	X	X	X	X	X	X		X	X		
Alan Wapner City of Ontario		X	X	X	X	X	X		X	X		
L. Dennis Michael City of Rancho Cucamonga	*	X	X	X	X	X	X		X	X		
Paul Barich City of Redlands	*											
Mario Saucedo City of Redlands		X	*	X	X	*	*		X	X		
Joe Baca City of Rialto	*	X	X	X	X	X	X		X	X		
Helen Tran City of San Bernardino	X	X	X	*	X	X	X		X			
Daniel L. Mintz City of Twentynine Palms		X	X	X	X	X	X		X	X		
Rudy Zuniga City of Upland	X	X	*	X	*				*	X		
Debra Jones City of Victorville	X	X	X	X	X	X	X			X		
Judy Woolsey City of Yucaipa	X	X	X	X	X	X	X		X	X		
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X		X	X		
Catalino Pining Ex-Official Member	X		X	Joe Solis	Haissam Yahya	X	X		Anthony Liao	Anthony Liao		

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting Crossed out box = not a Board Member at the time. Shaded box=no meeting

Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CAMP	California Asset Management Program
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

Communication: Acronym List (Additional Information)

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

Communication: Acronym List (Additional Information)

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

Communication: Acronym List (Additional Information)

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, September 18, 2025. The following is a summary of the meeting.

Contract Modification Requests
The MSRC considered one contract modification request and took the following action:

1. City of South Pasadena, Contract #MS24002 to procure zero-emission vehicles and infrastructure, approval of 16-month term extension.

Los Angeles County Metropolitan Transportation Authority Partnership

In August 2023, the MSRC approved an award to the Los Angeles County Cleantech Incubator (LACI) in an amount not to exceed $3,000,000 to implement zero-emission truck refueling providing a total of 40 charging ports at two locations at the Port of Los Angeles (POLA). The award was conditioned upon successful selection of a site developer and operator, as well as securing co-funding commitments. Subsequently, POLA selected Prologis Mobility to be the developer and operator, and the MSRC approved modifying the project description to a single location. In June 2023, LACI executed a contract with U.S. Department of Housing and Urban Development to co-fund this project for $1,500,000. Los Angeles County Metropolitan Transportation Authority (LA Metro) had previously indicated their intention to provide co-funding to the project. In April 2025, LA Metro approved a $3,000,000 contribution from Measure R Highway Capital Funds. Staff is working with South Coast AQMD's Finance Department to develop further details surrounding transmittal of funds. Resolution of these arrangements would be a necessary condition of executing an agreement. The MSRC considered and approved LA Metro's request to authorize an agreement to receive the funds.

The MSRC further approved that upon successful execution of such agreement with LA Metro, the value of the proposed award to LACI would be increased to an amount not to exceed $6,000,000, incorporating the project co-funding received from LA Metro.

Penske Truck Leasing Partnership Update

In January 2024, the MSRC awarded conditional funding to Penske Truck Leasing to partner in seeking funding under the Carl Moyer Program for the installation of charging infrastructure at multiple locations. The MSRC received a status update and de-obligated $6,353,697 for five project locations that will not be proceeding. The MSRC deferred action on ten other project locations, currently on the Carl Moyer Program backup list, for one additional month.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

MSRC-TAC FY 2024-27 Work Program Development Activities

The MSRC received a status update on the current areas of focus of the three MSRC-TAC Work Program Development Subcommittees supporting development of the MSRC's FY 2024-27 funding strategies: Partnerships, Innovative Transportation Demand Management/Transportation Control Measure, and Innovation/Advanced concepts. The MSRC directed that by the MSRC's November 2025 meeting, staff and the MSRC-TAC should bring forward a proposed program to support zero-emission infrastructure with an emphasis on enhanced resiliency and options to overcome capacity-based delays.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present.

Communication: Mobile Source Air Pollution Reduction Review Committee Report (Agency Reports)

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	H. Tran	H. Tran		
District 8 (Rialto, Fontana)	A. Warren	A. Warren		
District 9 (Rancho Cucamonga, Upland, Montclair)	J. Dutrey			J. Dutrey
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Denison		R. Denison	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	D. Ramos		D. Ramos	
San Bernardino County	C. Hagman			C. Hagman
† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
†† Community of Concern Appointee				G. Reyes
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Bill Hussey Judy Woolsey Joe Baca	Carmen Hernandez Art Bishop Brian Johsz	L. Dennis Michael

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † SBCTA Regional Council Representative serves a two-year term from the date of appointment. †† Community of Concern appointee, appointed by the County Regional Council representative for a two-year term.

Stipend Summary

SCAG Regional Council members receive a $150 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $150 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

SBCTA/SBCOG Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/25 12/31/26
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Art Bishop, Apple Valley Bill Hussey, Grand Terrace	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	12/31/26 12/31/26 12/31/25
Metro Gold Line Foothill Extension Construction Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and/or fourth Thursday of the month at 11:00 a.m. at the Authority's office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.	12/31/26 12/31/26
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of $100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/26 12/31/26

Committee	Appointee	Appointing Authority	Purpose	Term
Mobile Source Air Pollution Reduction Review Committee (MSRC) Technical Advisory Committee (TAC)	Jarrod Manuel, Chino Hills	President	SBCTA is the appointing authority for a City employee from one of the 16 eligible cities, to serve as "*a representative of the cities from each county within the south coast district*." On March 5, 2025 the Board delegated the process to occur at CCMTAC and appointing authority to the Board President. The term of this appointment is two-years. The duties of the MSRC-TAC are to assist the MSRC in the development of the work program, pursuant to section 44244(b), to present recommendations for approval to the MSRC, and to perform those additional duties as may be required by the MSRC.	03/31/27
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Judy Woolsey, Primary Helen Tran, Alternate	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. The OWOW meets on the 4th Thursday of every quarter at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). On April 5, 2023 the SBCOG Board approved one additional SBCOG stipend per month for any day attending to the business of SBCOG, not to exceed $200 in any month.	06/30/29
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of $120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. On December 12, 2024 the Transit Committee approved four-year terms going forward. Members receive payment of $100 per day from SCRRA for participation.	12/31/25 12/31/26 12/31/26 12/31/25
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/26
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	L. Dennis Michael, Rancho Cucamonga	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/26

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County)* 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. The General Policy Committee is authorized to approve Contracts in excess of $100,000, Contract Task Orders in excess of $500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. Meeting Time: Second Wednesday, 9:00 a.m., SBCTA Office (Brown Act)	West Valley Ray Marquez, Chino Hills (Past President) John Dutrey, Montclair (TC Chair) Alan Wapner, Ontario Curt Hagman, Supervisor East Valley Frank Navarro, Colton Larry McCallon, Highland Helen Tran, San Bernardino (MVSS Chair) Joe Baca, Jr., Supervisor (Chair/Vice President) Mountain/Desert Art Bishop, Apple Valley (MDC Chair) Vacant Rick Denison, Yucca Valley (Vice Chair/President) Dawn Rowe, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026 6/30/2026
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member Meeting Time: Second Thursday, 9:00 a.m., SBCTA Office (Brown Act)	John Dutrey, Montclair** (Chair) Joe Baca, Jr., Supervisor (Vice Chair) Art Bishop, Town of Apple Valley Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Bill Hussey, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley	12/31/2025* (6/30/202 12/31/2026 (6/30/2026 12/31/2026 12/31/2026 12/31/2026** 12/31/2025 12/31/2025 12/31/2026 12/31/2026** 12/31/2025* 12/31/2025 12/31/2026

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. Meeting Time: Third Friday, 9:30 a.m., MDAQMD Office 14306 Park Avenue, Victorville (Brown Act)	Art Bishop, Apple Valley (Chair) Timothy Silva, Barstow (Vice Chair) Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Josh Pullen, Hesperia Janet Jernigan, Needles Daniel Mintz, Sr., Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Paul Cook, Supervisor Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and six Board members appointed by the Board President. - 2 East Valley member - 2 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. Meeting Time: Second Wednesday, 9:30 a.m., SBCTA Office (Brown Act)	Rick Denison, Yucca Valley (President) Joe Baca, Jr., Supervisor (Vice President) Ray Marquez, Chino Hills (Past President) Art Bishop, Apple Valley Frank Navarro, Colton Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario Jesse Armendarez, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026 12/31/2026

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office (Brown Act)	Board of Directors Helen Tran, San Bernardino (Chair) Jesse Armendarez, Supervisor (Vice Chair)	 6/30/2026 6/30/2026

Communication: Committee Membership (Committee Membership)

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

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

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

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows: A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure "I" funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)	Cole Jackson (A) *Vacant* (B) Alex Artiaga (C) Chad Logan (D) Patrick Morris (E) Rick Denison, Ex-Officio Carrie Schindler, Ex-Officio	10/31/2028 06/30/2028 06/30/2028 03/01/2029

SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Director may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad ho committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if ther is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

COMMITTEE	PURPOSE	MEMBERSHIP
Council of Governments Ad Hoc Committee On May 1, 2024, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President. On June 4, 2025, the Board approved extending the Ad Hoc to June 30, 2026.	To provide guidance on the reviewing and updating the Bylaws and policies relating to SBCOG. At the November 6, 2024 Board meeting, staff was directed to work with the SBCOG Ad Hoc to complete the engagement framework. This ad hoc has a term ending June 30, 2026.	Daniel Ramos, Adelanto Rick Herrick, Big Bear Lake Larry McCallon, Highland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Rick Denison, Yucca Valley Joe Baca Jr., Supervisor

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension, for a new term ending December 31, 2024. On November 6, 2024, the Board approved an extension for a new term ending December 31, 2025.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2025.	Daniel Ramos, Adelanto Eunice Ulloa, Chino John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Rick Denison, Yucca Valley Curt Hagman, Supervisor
Measure I 3.0 Ad Hoc Committee On May 7, 2025, the Board approved the establishment of this ad hoc committee of the SBCTA Board, with a term through December 31, 2026.	To review information and provide staff direction in developing a new Measure, with a term ending on December 31, 2026.	Daniel Ramos, Adelanto Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Ray Marquez, Chino Hills Bill Hussey, Grand Terrace John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Helen Tran, San Bernardino Curt Hagman, Supervisor
Enhanced Frequency Service Ad Hoc Committee On September 3, 2025 the Board approved the establishment of this ad hoc committee of the SBCTA Board (term date was not provided; therefore, an initial one-year will be applied).	To provide recommendations to the Board for enhanced frequency service to Montclair via Metrolink or other alternatives. Term ending September 30, 2026.	Larry McCallon, Highland John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Mario Saucedo, Redlands Joe Baca, Rialto Rick Denison, Yucca Valley

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets bimonthly on the first Thursday of th month at 10:00 AM, at SBCTA.

Communication: Committee Membership (Committee Membership)

Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)

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San Bernardino County Transportation Authority

San Bernardino Council of Governments

MISSION STATEMENT

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

We achieve this by:

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

Approved December 4, 2019

Communication: Mission Statement (Mission Statement)