



## MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, November 9, 2022

LOCATION: BOARD ROOM  
County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside

## COMMISSIONERS

**Chair** – V. Manuel Perez

**Vice Chair** – Bob Magee

**Second Vice Chair** – Lloyd White

Kevin Jeffries, County of Riverside, District 1  
Karen Spiegel, County of Riverside, District 2  
Chuck Washington, County of Riverside, District 3  
V. Manuel Perez, County of Riverside, District 4  
Jeff Hewitt, County of Riverside, District 5  
To Be Appointed / Alberto Sanchez, City of Banning  
Lloyd White / David Fenn, City of Beaumont  
Joseph DeConinck / Johnny Rodriguez, City of Blythe  
Linda Molina / Wendy Hewitt, City of Calimesa  
Jeremy Smith / Larry Greene, City of Canyon Lake  
Raymond Gregory / Mark Carnevale, City of Cathedral City  
Steven Hernandez / Denise Delgado, City of Coachella  
Wes Speake / Jim Steiner, City of Corona  
Scott Matas / Russell Betts, City of Desert Hot Springs  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Malcolm Lilienthal, City of Hemet  
Dana Reed / Donna Griffith, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio  
Brian Berkson / Guillermo Silva, City of Jurupa Valley  
Kathleen Fitzpatrick / Robert Radi, City of La Quinta  
Bob Magee / Natasha Johnson, City of Lake Elsinore  
Bill Zimmerman / Dean Deines, City of Menifee  
Yxstian Gutierrez / Edward Delgado, City of Moreno Valley  
Lisa DeForest / Cindy Warren, City of Murrieta  
Ted Hoffman / Katherine Aleman, City of Norco  
Jan Harnik / Kathleen Kelly, City of Palm Desert  
Lisa Middleton / Dennis Woods, City of Palm Springs  
Michael M. Vargas / Rita Rogers, City of Perris  
Ted Weill / Charles Townsend, City of Rancho Mirage  
Chuck Conder / Patricia Lock Dawson, City of Riverside  
Michael Heath / Alonso Ledezma, City of San Jacinto  
Maryann Edwards / Zak Schwank, City of Temecula  
Ben J. Benoit / Joseph Morabito, City of Wildomar  
To Be Appointed, Governor's Appointee Caltrans District 8

*Comments are welcomed by the Commission. If you wish to provide comments to the Commission, please complete and submit a Speaker Card to the Clerk of the Board.*



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **MEETING AGENDA\***

**\*Actions may be taken on any item listed on the agenda**

**9:30 a.m.**

**Wednesday, November 9, 2022**

**Board Room**

**County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside, CA**

*In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

*Under the Brown Act, the Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.*

**5. ADDITIONS / REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

**6. PUBLIC HEARING – ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY, BY EMINENT DOMAIN, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 305-080-088, FOR THE PLACENTIA AVENUE WIDENING PROJECT AND MID COUNTY PARKWAY PROJECT, IN RIVERSIDE COUNTY, CALIFORNIA**

**Page 1**

**Overview**

This item is for the Commission to:

- 1) Conduct a hearing to consider the adoption of a Resolution of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;
- 2) Make the following findings as hereinafter described in this report:
  - a) The public interest and necessity require the proposed project;
  - b) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
  - c) The real property to be acquired is necessary for the project; and
  - d) The offer of just compensation has been made to the property owner;
- 3) Adopt Resolution of Necessity No. 22-021 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-088, Located in Perris, Riverside County, California, for the Placentia Avenue Widening Project and Mid County Parkway Project.”*

**7. CONSENT CALENDAR – All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.**

**7A. AB 361 DETERMINATION**

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**Overview**

This item is for the Commission to Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”* The findings are as follows:

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b. State or local officials have recommended measures to promote social distancing.

**7B. APPROVAL OF MINUTES – OCTOBER 12, 2022**

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**7C. SINGLE SIGNATURE AUTHORITY REPORT**

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***Overview***

This item is for the Commission to receive and file the Single Signature Authority report for the first quarter ended September 30, 2022.

**7D. AMENDMENT TO CITY OF BANNING'S FISCAL YEAR 2022/23 SHORT RANGE TRANSIT PLAN**

***Page 34***

***Overview***

This item is for the Commission to:

- 1) Approve a \$550,000 increase in the Fiscal Year 2022/23 State Transit Assistance (STA) funding allocation for the city of Banning (City); and
- 2) Amend the City's FY 2022/23 Short Range Transit Plan (SRTP) to increase the STA allocation in the amount of \$550,000 for Project No. 23-01 "Bus Replacement".

**7E. CITIZENS AND SPECIALIZED TRANSIT ADVISORY COMMITTEE TRANSIT NEEDS PUBLIC HEARING UPDATE**

***Page 41***

***Overview***

This item is for the Commission to receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

**8. AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING FOR THE INTERSTATE 15 SMART FREEWAY IMPROVEMENTS PROJECT**

***Page 50***

***Overview***

This item is for the Commission to:

- 1) Award Agreement No. 22-31-098-00 to Anser Advisory Management, LLC dba Anser Advisory (Anser) for construction management services, materials testing, and construction surveying for the Interstate 15 SMART Freeway Improvements Project in the amount of \$2,072,210, plus a contingency amount of \$207,221, for a total amount not to exceed \$2,279,431;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**9. STATE AND FEDERAL LEGISLATIVE UPDATE**

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***Overview***

This item is for the Commission to receive and file an update on state and federal legislation.

**10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**11. EXECUTIVE DIRECTOR REPORT**

**12. COMMISSIONER COMMENTS**

***Overview***

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

**13. CLOSED SESSION**

**13A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 (d)(1)  
Case No. RIC 1409484

**14. ADJOURNMENT**

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, December 14, 2022.**

**AGENDA ITEM 6**

**PUBLIC HEARING**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Hector Casillas, Right of Way Manager Erik Galloway, Project Delivery Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest in Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-088, for the Placentia Avenue Widening Project and Mid County Parkway Project, in Riverside County, California

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Conduct a hearing to consider the adoption of a Resolution of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;
- 2) Make the following findings as hereinafter described in this report:
  - a) The public interest and necessity require the proposed project;
  - b) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
  - c) The real property to be acquired is necessary for the project; and
  - d) The offer of just compensation has been made to the property owners;
- 3) Adopt Resolution of Necessity No. 22-021 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-088, Located in Perris, Riverside County, California, for the Placentia Avenue Widening Project and Mid County Parkway Project.”*

**BACKGROUND INFORMATION:**

At its June 2018 meeting, the Commission approved a memorandum of understanding between the city of Perris (City) and the Commission, in which the Commission agreed to acquire the right of way between October 2018 and January 2022 for the City’s project to widen Placentia Avenue as some of the same right of way would be necessary for Mid County Parkway Project (MCP).

The Commission is being asked to consider the adoption of a Resolution of Necessity declaring its intent to acquire a fee interest in certain real property, by eminent domain, more particularly described as Assessor Parcel No. 305-080-088 for the construction related to the City's Placentia Avenue Widening Project and the Commissions MCP, in Riverside County, California (the Project).

The acquisition is required for the Project. The segment of Placentia Avenue that would be widened as part of the Project will provide key access to the Interstate 215/Placentia Avenue interchange when it is completed for travelers in the Project vicinity. Moreover, the remaining portion of the property would be necessary for improvements related to MCP.

A preliminary title report was obtained from Commonwealth Title Insurance Company to confirm and identify the record owner of the parcel affected by the Project. The Commission then served the affected property owner with a notice of the Commission's decision to appraise the property.

In January 2019, the Commission had the property appraised and made an offer to the record owners for the fee interests and to Coronado Stone for improvements pertaining to the realty.

In July 2019, RCTC and the record owners entered into a possession and use agreement (PUA), for the purposes of providing the real property owners and business with funds for relocation, in exchange for the owners 1) agreeing to a date to surrender possession of the property to RCTC; and 2) waiving all challenges to RCTC's acquisition, except for a claim for greater compensation. The PUA also provided a "termination date" by which RCTC was required to commence eminent domain proceedings, so that the owners' just compensation rights could be determined in Court, if necessary.

The business experienced various delays related to the pandemic and equipment shipping delays in its efforts to relocate, and therefore the original possession date and termination date as outlined in the PUA was extended several times. The business successfully relocated to its new location in Perris in November 2021. Since then, RCTC has been in possession of the real property and demolished the improvements in May 2022, so that the widening of Placentia Avenue could be completed prior to the opening of I-215/Placentia Avenue interchange. RCTC and the record owners and the owners of the business are continuing their efforts to settle the just compensation issues (real property and loss of goodwill). However, based on the termination date provision in the PUA, RCTC still needs to hold a Resolution of Necessity hearing and initiate eminent domain proceedings. As set forth above, based on the provisions of the PUA, the owners of the real property and business have waived all challenges to the adoption of the Resolution of Necessity. The initiation of the eminent domain process is accomplished by the Commission's adoption of a Resolution of Necessity for the affected property.

### **Description of Property to Be Acquired**

Assessor Parcel No. 305-080-088 is owned by the Melton Bacon and Katherine L. Bacon Trust. The property is located at 2770 Perris Boulevard, in Perris, Riverside County, California. The property was occupied with an operating business but has since been vacated and demolished pursuant to the PUA. The Commission desires to acquire the property to accommodate the widening of Placentia Avenue and future improvements related to MCP. The legal description and map of the property to be acquired are attached and included as Attachment 1 in the staff report.

### **Project Description**

The Placentia Avenue Widening Project is a partnership between the Commission and the city of Perris. In conjunction with the Commission and the Placentia Interchange Project, the first MCP segment, the City will be widening Placentia Avenue from two lanes to four lanes from the intersection of Indian Avenue to Perris Avenue. This will include various improvements, such as sidewalk, curb and gutter, and storm drain. Construction has already commenced and is expected to be completed in fall 2022.

The MCP is a planned 16-mile transportation corridor between the San Jacinto and Perris areas. Construction of MCP will be delivered in various segments.

### **Hearings and Required Findings**

The action requested of the Commission at the conclusion of this hearing is the adoption of a Resolution of Necessity, authorizing the acquisition of certain real property interests by eminent domain. The property owners are Melton Bacon and Katherine L. Bacon, Trustees of the Melton Bacon and Katherine L. Bacon Amended and Restated Family Trust, dated March 29, 2002 Trust. This will be a fee acquisition of the entire property.

The property is further identified in the legal description and depiction attached hereto as part of Attachment 1.

California eminent domain law provides that a public entity may not commence with eminent domain proceedings until its governing body has adopted a resolution of necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

A notice of the hearing was sent by first class mail to the property owners and the former occupant and stated the Commission's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard on these issues, and that failure to file a written request to appear may result in a waiver of the right to appear and be heard. The Commission has scheduled this hearing at which all persons who filed a written request within 15 days of the date of notice was mailed may appear and be heard. The Commission's legal counsel mailed the required notices to the property owner, on October 18, 2022, in accordance with California Code of Civil Procedure, section 1245.235.

The four required findings are addressed as follows:

1. Public Interest and Necessity Require the Proposed Project

The Project will improve traffic flow and enhance safety.

2. The Project Is Planned Or Located In A Manner That Will Be Most Compatible With The Greatest Public Good And The Least Private Injury

A thorough analysis was conducted to find the single best location for this Project. Environmental analyses and findings indicate that this site uniquely satisfies the engineering, public health, and environmental issues, and this location is the most compatible with the greatest public good. This location will result in the least private injury.

3. The Property Sought To Be Acquired Is Necessary For The Proposed Project

As described above, a careful analysis was performed regarding this location and what property and property rights were needed, and these parcels meet all the desired characteristics for the construction of the improvements for the Project. Based on that analysis, the acquisition of the property is necessary for construction of the Project.

4. The Offer Of Just Compensation Has Been Made

An appraisal was prepared by the Commission's appraiser Bradford D. Thompson, MAI, AI-GRS, FRICS, SR/WA, of Mason & Mason at the time of the appraisal was conducted, now of Thompson & Thompson Real Estate Valuation and Consulting, Inc., to establish the fair market value of the real property the Commission is seeking to acquire from the interest owned by the property owner identified herein. A separate appraisal was prepared by the Commission's appraiser Marcus Pigrom, ASA, of Desmond, Marcello & Amster, LLC, to establish the value of the improvements related to the realty. An offer of just compensation was made to the property owner to purchase the property interest, based on the approved appraisals, as required by Section 7267.2 of the California Government Code. As set forth above, RCTC later entered into a PUA with the record owner and took possession and demolished the improvements on the property,

so that it could begin construction of the property. Although negotiated settlements may still be possible, and will be pursued by staff, it would be appropriate to commence the procedures to acquire the interests sought through eminent domain, to comply with the terms of the PUA entered into with the record owners.

### **Environmental Analysis**

Compliance with the California Environmental Quality Act has been satisfied by the city of Perris through an initial study. The approval date of the initial study is May 26, 2020. The determination finds the Placentia Avenue Widening Project will not have a significant effect on the environment and a negative declaration would be prepared.

In addition, the Commission approved the MCP's Environmental Impact Report at its April 2015 meeting.

### **Fiscal Impact**

There is no fiscal impact as the amount of just compensation was deposited in an escrow account in Fiscal Year 2019/2020.

### **Notice of Public Hearing**

A notice of Hearing to Property Owners was mailed on October 18, 2022, to the Melton Bacon and Katherine L. Bacon, Trustees of the Melton Bacon and Katherine L. Bacon Amended and Restate Family Trust, dated March 29, 2002, the record owners, and to Creative Stone Mfg., Inc., and to Coronado Stone, a business Creative Stone owns and operates. The notices were mailed to the Bacon residential address and to Creative Stone's corporate address, as well as to the local Coronado Stone business in Perris, California, and to their legal counsel, Jamie Fisher of Fisher & Talwar.

Attachments:

- 1) Legal Description and Map
- 2) Resolution No. 22-021



## Legal Description

FEE

**EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 5292 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 8, PAGE 31](#) OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, AS RESERVED IN DEED FROM THE FEDERAL LAND BANK OF BERKELEY TO LOUIS B. MAYER, DATED DECEMBER 4, 1940 AND RECORDED DECEMBER 31, 1940 IN [BOOK 487, PAGE 241](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE CITY OF PERRIS BY DOCUMENT RECORDED OCTOBER 5, 1981 AS [INSTRUMENT NO. 187309](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

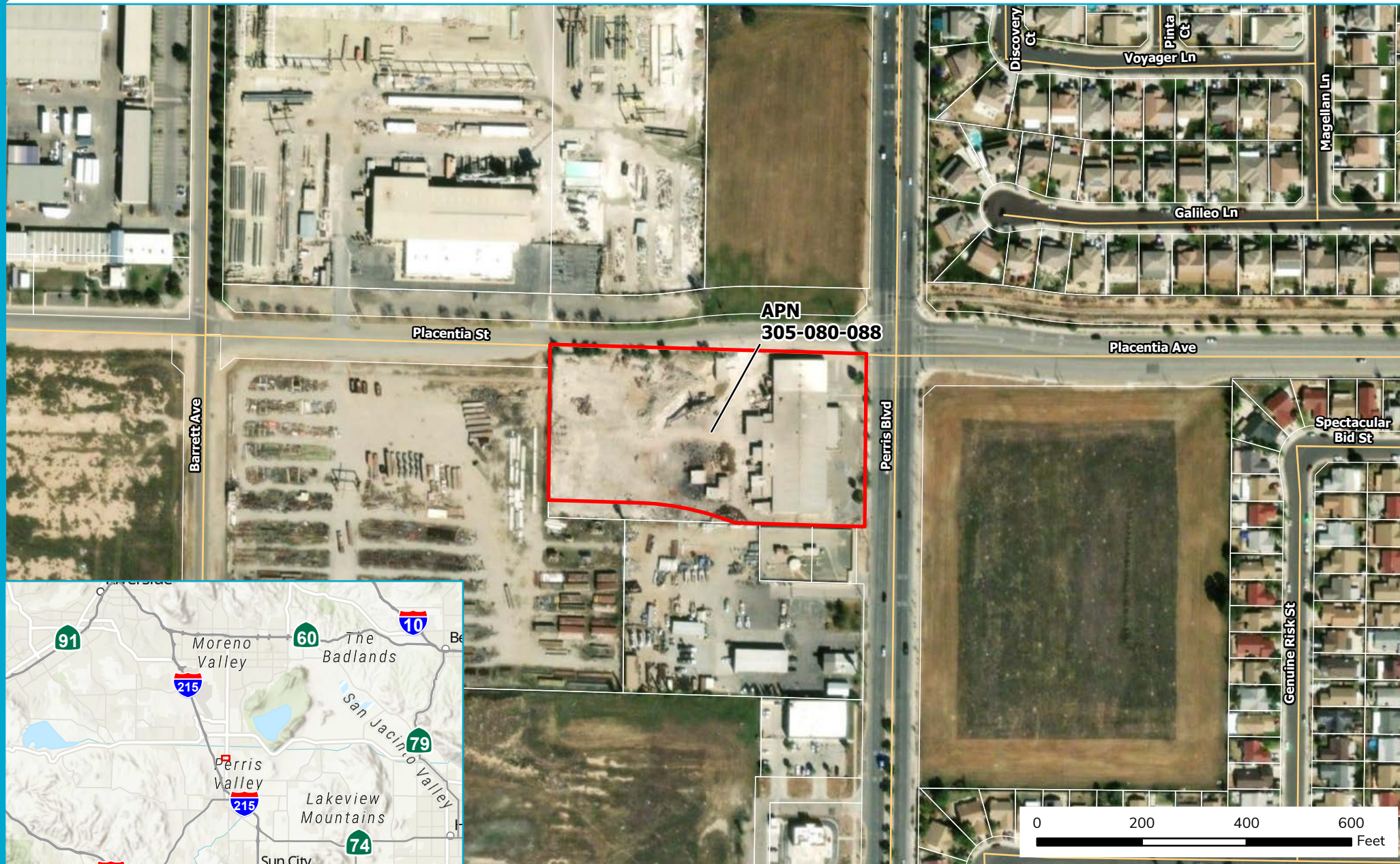
ALSO EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL NO. 1;  
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 1, SOUTH 89° 03' 26" EAST 356.48 FEET TO A POINT IN A CURVE THAT IS CONCAVE SOUTHERLY AND HAS A RADIUS OF 533.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 21° 12' 36" EAST;  
THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 40' 49" AN ARC LENGTH OF 188.54 FEET;  
THENCE TANGENT TO SAID CURVE NORTH 89° 03' 26" WEST, 172.47 FEET TO THE WESTERLY LINE OF SAID PARCEL NO. 1;  
THENCE ALONG SAID WESTERLY LINE SOUTH 00° 08' 00" EAST 33.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE EASTERLY 5.00 FEET AS CONVEYED TO THE CITY OF PERRIS BY GRANT DEED RECORDED SEPTEMBER 12, 1974 AS [INSTRUMENT NO. 117531](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Assessor's Parcel Number: [305-080-088-6](#)





APN 305-080-088  
 Road Centerline



**RESOLUTION NO. 22-021****ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY, BY EMINENT DOMAIN, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 305-080-088, LOCATED IN PERRIS, RIVERSIDE COUNTY, CALIFORNIA, FOR THE PLACENTIA AVENUE WIDENING PROJECT AND MID COUNTY PARKWAY PROJECT**

**WHEREAS**, the Riverside County Transportation Commission (the “Commission”) proposes to acquire a fee interest in certain real property, located in Riverside County, California, more particularly described as Assessor Parcel No. 305-080-088, for the Placentia Avenue Widening Project and Mid County Parkway Project, located in Riverside County, California, pursuant to the authority granted to it by section 130220.5 of the California Public Utilities Code; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a public hearing for Wednesday, November 9, 2022, at 9:30 a.m., at the County Administration Building, Board of Supervisors Chambers, at 4080 Lemon Street, Riverside, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by the Commission, and the affected property owner was afforded an opportunity to be heard on said matters; and

**WHEREAS**, the Commission may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:**

**Section 1. Compliance with California Code of Civil Procedure.** There has been compliance by the Commission with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

**Section 2. Public Use.** The public use for the fee interest in the property to be acquired is for the Placentia Avenue Widening Project in Riverside County, California. Section 130220.5 of the California Public Utilities Code authorizes the Commission to acquire, by eminent domain, property necessary for such purposes.

**Section 3. Description of Property.** Attached and marked as Exhibit “A” are the legal description and Assessor Parcel maps of the interest to be acquired by the Commission, which describe the general location and extent of the property with sufficient detail for reasonable identification.

**Section 4. Findings.** The Commission hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property defined and described in Exhibit "A" is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

**Section 5. Use Not Unreasonably Interfering with Existing Public Use.** Some or all of the real property affected by the interest to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the Commission and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the Commission is authorized to acquire the herein described interest subject to such existing public use pursuant to section 1240.510 of the California Code of Civil Procedure.

**Section 6. More Necessary Public Use.** Some or all of the real property affected by the interest to be acquired is subject to easements and rights of way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the Commission finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the Commission is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the affected real property that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

**Section 7. Further Activities.** Counsel for the Commission is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the Commission to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of

the condemnation action, or other proceedings or transactions required to acquire the subject real property.

**Section 8. Effective Date.** This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** this 9th day of November, 2022.

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V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

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Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission



# **AGENDA ITEM 7A**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	AB 361 Determination

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”* The findings are as follows:
  - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
  - b. State or local officials have recommended measures to promote social distancing.

**BACKGROUND INFORMATION:**

Since the onset of the COVID-19 in early 2020, California government agencies have been able to continue to discharge their legal responsibilities through the use of virtual teleconferencing platforms such as Zoom to hold public meetings that enabled agencies to meet and conduct business, comply with social distancing orders and most importantly, provide access to the public. In many cases, virtual meetings have actually enhanced public participation, particularly in larger counties including Riverside County where traveling to a public meeting can be inconvenient or require traveling a long distance. Both the RCA and RCTC have been meeting on Zoom since March of 2020, when many Executive Orders were issued by Governor Newsom in response to the pandemic. One such order altered Brown Act requirements to allow for virtual meetings.

Although transmission, hospitalization and death rates from COVID-19 have sharply declined since the original onset of the pandemic and subsequent Delta Variant surge, an air or uncertainty remains regarding the pandemic and many counties continue to recommend masking inside and social distancing. Given that environment and a desire to continue allowing for the flexibility of holding virtual meetings, the Legislature recently approved, and Governor Newsom signed, Assembly Bill 361 to temporarily allow for virtual meeting under proscribed circumstances.

## **AB 361**

Effective immediately, AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill, legislative bodies can continue to meet remotely as long as there is a “proclaimed state of emergency” and the Commission can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Governor proclaimed a State of Emergency on March 4, 2020 related to the COVID-19 pandemic, which State of Emergency continues to exist to this day. Further, both State and Riverside County officials continue to recommend the social distancing.

AB 361 requires specific procedural safeguards for the public. To accommodate individuals during these teleconferences and virtual meetings, a public comment period will be offered where the public can address the legislative body directly in real time. Additionally, public comments will be allowed up until the public comment period is closed at the meetings. The agenda will include information on the manner in which the public may access the meeting and provide comments remotely. If technical problems arise that result in the public’s access being disrupted, the legislative body will not take any vote or other official action until the technical disruption is corrected and public access is restored.

The attached Resolution allows the Board to implement AB 361 by making the findings discussed above. This findings will be in effect for 30 days or until the Board makes findings that the conditions listed therein long longer exist, whichever is shorter. The findings can be extended by the Board upon a finding that conditions supporting the findings included in the Resolution still exist. The authorization to meet remotely will apply to any Committees that meet during the 30-day effective period.

AB 361 will allow for virtual meetings during other state-proclaim emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 is scheduled to sunset January 1, 2024.

### **STAFF RECOMMENDATION:**

Reaffirm the findings in *Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361”*.

Attachment: Resolution No. 22-007



**RESOLUTION NO. 22-007**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION AUTHORIZING VIRTUAL BOARD AND  
COMMITTEE MEETINGS PURSUANT TO AB 361**

**WHEREAS**, the Riverside County Transportation Commission (“Commission”) is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee; and

**WHEREAS**, all meetings of the Commission’s legislative bodies, including its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Commission’s meetings; and

**WHEREAS**, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

**WHEREAS**, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

**WHEREAS**, pursuant to the Governor’s executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, Commission staff and Commissioners; and

**WHEREAS**, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

**WHEREAS**, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in the Commission, specifically, a state of emergency has been proclaimed related to COVID-19 and state or local officials are recommending measures to promote social distancing,

**NOW, THEREFORE, BE IT RESOLVED THAT THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. Consistent with the provisions of Government Code Section 54953(e), the Board of Commissioners finds and determines that (1) a state of emergency related to COVID-19 is currently in effect and (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19.

Section 3. Remote Teleconference Meetings: Based on the findings and determinations included herein, the Board of Commissioners authorizes and directs any of its legislative bodies, including without limitation its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Technical Advisory Committee, and Citizens and Specialized Transit Advisory Committee to conduct remote teleconference meetings under the provisions of Government Code Section 54953(e) and that such bodies shall provide public access to their meetings as provided in Section 54953(e).

Section 4. Full and Fair Access: In making the findings included herein the board specifically relies on Section 8(b) of Stats.2021, c.165 (A.B.361), § 3, eff. Sept. 16, 2021.) which provides as follows:

(b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

Section 5. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Commissioners in accordance with Section 5 of this Resolution.

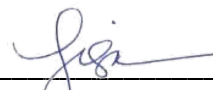
Section 6. Extension by Motion. The Board of Commissioners may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30 day period.

PASSED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission this 9<sup>th</sup> day of March 2022, by the following vote:

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

  
\_\_\_\_\_  
V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

  
\_\_\_\_\_  
Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission



# **AGENDA ITEM 7B**

## **MINUTES**



# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **MEETING MINUTES**

Wednesday, October 12, 2022

### **1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Chair V. Manuel Perez at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

### **2. ROLL CALL**

#### **Commissioners/Alternates Present**

Ben J. Benoit  
Brian Berkson  
Russell Betts  
Chuck Conder  
Joseph DeConinck  
Maryann Edwards  
Waymond Fermon  
Raymond Gregory  
Jan Harnik  
Jeff Hewitt  
Ted Hoffman  
Linda Krupa  
Clint Lorimore  
Bob Magee  
Lisa Middleton  
Linda Molina

V. Manuel Perez  
Dana Reed  
Jim Rogers  
Jeremy Smith  
Wes Speake  
Karen Spiegel  
Michael M. Vargas  
Ted Weill  
Lloyd White  
Bill Zimmerman

#### **Commissioners Absent**

Lisa DeForest  
Kathleen Fitzpatrick  
Yxstian Gutierrez  
Michael Heath  
Steven Hernandez  
Kevin Jeffries  
Chuck Washington  
To be Appointed, City of Banning

### **3. PLEDGE OF ALLEGIANCE**

Second Vice Chair Lloyd White led the Commission in a flag salute.

### **4. PUBLIC COMMENTS**

Arnold San Miguel, Southern California Association of Governments' (SCAG) Regional Affairs Officer, announced that registration is open for the December 1 SCAG 13<sup>th</sup> edition of their celebrated Southern California Economic Summit being held in downtown Los Angeles at the Sheraton Grand, and this year's theme is "Resourcing the Region". Join SCAG, along with Southern California's business and civic leaders to assess the status of

the region's economy and define strategies for keeping Southern California a national and international economic powerhouse. Early registration of \$125 per person ends on October 28 and elected officials and city managers may attend for free. He announced last week SCAG Regional Council approved the release of the notice of preparation of a draft Program Environmental Impact Report for ConnectSoCal 2024-2050 Regional Transportation Plan and Sustainable Communities Strategy to initiate a 30-day public review and comment period beginning October 17 and ending November 16, 2022.

Clarissa Cervantes, City of Riverside Council Member, expressed on behalf of the residents, community groups, small businesses, and as a Ward 2 Council Member representing the eastside community in the area of the Downtown Riverside Metrolink station is voicing the concerns of residents who are opposed to the Metrolink Expansion Project. This parking lot would be placed directly adjacent to the planned Eastside Elementary school. Also, this project falls within the parameter of the Transformative Climate Communities Grant where \$32 million is being utilized into the eastside to improve the quality of life for the residents, which contradicts everything they discuss at the state, regional, and local level when discussing transit goals. They have met with the property owners located on Vine Street who have sat down with the city and County teams to discuss and present alternative plans for a Transit Oriented Development project. She stated the Commissioners should join in these conversations and ask for an alternative plan that is a viable project. They could protect the city's packing house historic building and expressed it has been challenging as an elected official in this area to meet with countless groups and she listed all those groups. The Riverside School District recently submitted a letter opposing this project due to the impacts on the youth in the community. She asked the Commissioners listen to the voices of all the residents in the eastside, the small business for 300 Aerospace jobs is currently housed right now for people to live and work in the community and this is at jeopardy of being lost. There is an opportunity as she has done the footwork that is required to present viable options. She thanked the Commissioners for their consideration and Anne Mayer as she has been willing to meet with them and she wants to continue to work with Ms. Mayer so they can find a project they can all be proud of.

Chair Perez thanked Council Member Cervantes for voicing her concerns and requested that staff agendaize this item for the November Commission meeting.

Anne Mayer replied this item will be coming to the Commission within the next month or two as part of the environmental review process.

Chair Perez requested Council Member Cervantes if possible, to provide the dates in which she will be having meetings.

## **5. ADDITIONS / REVISIONS**

There were no additions or revisions to the agenda.



## **6. CONSENT CALENDAR**

Commissioner Karen Spiegel requested to pull Agenda Item 6A, *"AB 361 Determination"*, for further discussion.

Lisa Mobley, Administrative Services Director/Clerk of the Board announced there was a Commissioner that stated they had a recusal on the Consent.

Commissioner Wes Speake announced that he is recusing himself from Agenda Item 6I, *"Agreements for On-Call Multimodal Transit/Rail Consulting Services"*, as one of the agreements is with a company that he works for.

**M/S/C (Smith/Betts) to approve the following Consent Calendar items.**

**Abstained: Commissioner Speake**

### **6B. APPROVAL OF MINUTES – SEPTEMBER 14, 2022**

### **6C. RESOLUTION TO AMEND THE APPENDIX OF THE CONFLICT OF INTEREST CODE**

Adopt Resolution No. 22-019, *"Resolution of the Riverside County Transportation Commission Amending the Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974"*.

### **6D. QUARTERLY FINANCIAL STATEMENTS**

Receive and file the Quarterly Financial Statements for the 12 months ended June 30, 2022.

### **6E. QUARTERLY INVESTMENT REPORT**

Receive and file the Quarterly Investment Report for the quarter ended June 30, 2022.

### **6F. STATE AND FEDERAL LEGISLATIVE UPDATE**

Receive and file an update on state and federal legislation.

### **6G. AMENDMENT NO. 1 TO AGREEMENT NO. 21-66-020-00, PROJECT AND PROGRAM FUNDING DATABASE SYSTEM AGREEMENT WITH NETKINETIX, INC.**

- 1) Approve Agreement No. 21-66-020-01, Amendment No. 1 to Agreement No. 21-66-020-00 with Netkinetix, Inc. (NetK) for database system services, including development of Module 4, Regional Arterials Call for Projects, for

an additional amount of \$307,200 and a total amount not to exceed \$1,010,368;

- 2) Approve a Fiscal Year 2022/23 budget adjustment in the amount of \$187,000; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment.

**6H. UTILITY AGREEMENT FOR INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE**

- 1) Award Agreement No. 23-31-009-00 to Eastern Municipal Water District for the Interstate 215/Placentia Avenue Interchange highway improvement project in an amount not to exceed \$2,069,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

**6I. AGREEMENTS FOR ON-CALL MULTIMODAL TRANSIT/RAIL CONSULTING SERVICES**

- 1) Award the following agreements to provide on-call multimodal transit/rail consulting services for a five-year term in an amount not to exceed an aggregate value of \$5,000,000:
  - a) Agreement No. 23-25-002-00 to HDR Engineering, Inc.;
  - b) Agreement No. 23-25-016-00 to HNTB Corporation;
  - c) Agreement No. 23-25-017-00 to Jacobs Engineering Group, Inc.;
  - d) Agreement No. 23-25-018-00 to Mott MacDonald Group, Inc.;
  - e) Agreement No. 23-25-019-00 to STV Incorporated;
  - f) Agreement No. 23-25-020-00 to WSP USA Inc.;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

**7. STATE ROUTE 71 / STATE ROUTE 91 INTERCHANGE IMPROVEMENT PROJECT AGENCY AGREEMENTS, ENVIRONMENTAL MITIGATION, AND CONSTRUCTION AGREEMENT WITH SKANSKA USA CIVIL WEST**

Bryce Johnston, Senior Capital Projects Manager, introduced Rafael Gutierrez, Senior Project Manager at Skanska USA Civil West, and presented the award construction contract for the State Route 71/State Route 91 Interchange Improvement project (Project), highlighting the following areas:

- An ariel simulation of the proposed 71/91 Interchange Improvement project
- Background

- ✓ The Project was identified and approved by voters in 2009 as part of Measure A and was included in the 10-Year Western Riverside County Delivery Plan
- ✓ The Project will improve mobility on SR-91 and SR-71 by enhancing operations and the capacity of the 71/91 interchange
- ✓ Constructing a new, direct connector ramp from the eastbound SR-91 to northbound SR-71 and reconfiguring the eastbound SR-91 ramp between Green River Road and the 71/91 interchange
- A map of the project location/features
  - ✓ Realign portions of the existing SR-71/SR-91 interchange
  - ✓ Construct a new direct connector from eastbound SR-91 to northbound SR-71
  - ✓ Re-configure eastbound ramps between the Green River Road and SR-71 interchanges with SR-91
  - ✓ Remove existing eastbound 91 to NB 71 ramp
- Anticipated schedule

In response to Commissioner Dana Reed's question regarding the plant establishment, Bryce Johnston replied most projects that disturb the area RCTC is required to do vegetation or seeding and with RCTC's resource agencies they want RCTC to monitor and make sure that takes hold so there is not exposed soil for erosion so that the basic area when the project is done has some landscaping protection. He then presented the following:

- Bid results
- Contingency funds
  - ✓ A couple of graphics to display the area and the temporary support structures
  - ✓ Staff is requesting an approximate 12 percent contingency
  - ✓ Army Corps of Engineers permit restrictions
  - ✓ Sufficient funding available for the increased contingency
- Orange County Transportation Authority (OCTA) agreement – Contract allotted two closures of the express lanes in each direction and two additional contingency agreements for a total of four closures
- Mitigation credits
  - ✓ The project is resulting in impacts to jurisdictional features within the project footprint
  - ✓ These impacts require permitting with the regulatory agencies pursuant to Section 404 (USACE), 401 of the Clean Water Act, the State Porter-Cologne Water Quality Act (RWQCB), and Section 1600 of the California Fish and Game code (CDFW)
  - ✓ To address the permitting requirements, 4.35 acres in mitigation credits from approved mitigation banks are required

- Agreement No. 22-31-088-00 to Riverpark Mitigation Bank for compensatory mitigation for the Project in the amount not to exceed of \$1,018,035 to comply with California Department of Fish and Wildlife 1602 Permit
- Agreement No. 23-31-003-00 to Soquel Canyon Mitigation Bank for compensatory mitigation for the Project in the amount not to exceed of \$468,000 to comply with Regional Water Quality Control Board 401 Permit and Army Corps of Engineers 404 Permit
- Project impact and outreach
  - ✓ Main public impact is falsework placement and removal
    - Full Freeway Closures
    - Detours will be available
  - ✓ Robust outreach program planned – social media, videos, construction updates, text messaging, webpage
  - ✓ Project will minimize impacts to 91 Express Lanes
  - ✓ Adjacent to Prado Dam facilities

In response to Commissioner Brian Berkson's inquiry if there will be any issues or long-term lane closures on SR-91 or SR-71 that will impact the regular traffic, Bryce Johnston replied the main traffic impacts are the 55-hour closures. He stated there will be nighttime closures for striping, K-rail, and some of the delineation where they have to reposition traffic, but they are not taking lanes out of service.

Commissioner Berkson stated there is another project that will eventually start, which is the toll lane going to SR-241 the Transportation Corridor Agencies (TCA) will oversee and asked if there will be any conflicts or issues.

Bryce Johnston replied staff is coordinating with OCTA and currently OCTA's schedule puts them far behind RCTC so they do not believe they have an impact to OCTA's project from sharing of traffic space on the freeway, but they are in constant communication with OCTA.

Commissioner Berkson asked Anne Mayer about the agreement with Caltrans, OCTA, and RCTC regarding the order in which these projects would get started.

Anne Mayer replied in the term sheet RCTC executed with the TCA, OCTA, and Caltrans they established a priority for the projects. The priority is that RCTC's Express Lane Connector project at Interstate 15/SR-91 must be completed before OCTA starts their project. She stated for SR-71/SR-91 it was anticipated this project goes ahead of it, but it is not required that it be completed before OCTA starts the construction of the SR-241/SR-91. As Bryce Johnston mentioned OCTA is a bit behind schedule and if OCTA can start construction while RCTC is under construction there will need to be coordination.

Commissioner Wes Speake stated the 12 percent contingency is a good number based on the unknowns that could happen in putting false work near an outfall and depending on the rain that will come through so there needs to be support for that. He expressed appreciation for working with the city of Corona in advocating for working with the city to ensure the eastbound on ramp was configured correctly as there are a few projects that are happening at the same time. This allows RCTC to condition the developer that is working there at the same time to coordinate and have something so that they do not have to operate once again on Green River Road Bridge. Commissioner Speake explained one of the unintended consequences from this project will be shifting of the bottleneck a little downstream to the eastside, which is unavoidable at this point, but he wanted to ensure they will be monitoring moving forward to see if there are tweaks or anything they can do as this project gets completed.

Chair Perez stated the outreach is going to be critical because there is going to be a traffic nightmare in that area also there is another project going on at the same time. He requested as soon as staff is able, they need to make sure folks are aware also provide that information in as many languages as possible depending on the demographics of that area and even going into Orange County as well moving forward.

**M/S/C (Berkson/Speake) to**

- 1) Award Agreement No. 20-31-042-00 to Skanska USA Civil West (Skanska) to construct the State Route 71 / State Route 91 Interchange Improvement project (Project), in the amount of \$120,500,000, plus a contingency in the amount of \$14,460,000 for a total amount not to exceed of \$134,960,000;**
- 2) Award Agreement No. 21-31-124-00 to Orange County Transportation Authority (OCTA) for reimbursement of temporary closures of OCTA's 91 Express Lanes in support of the Project in the amount of \$319,200, plus a contingency amount of \$319,200, for a total amount not to exceed \$638,400;**
- 3) Award Agreement No. 22-31-088-00 to Riverpark Mitigation Bank for compensatory mitigation for the Project in the amount not to exceed of \$1,018,035;**
- 4) Award Agreement No. 23-31-003-00 to Soquel Canyon Mitigation Bank for compensatory mitigation for the Project in the amount not to exceed of \$468,000;**
- 5) Authorize the Chair or Executive Director, or designee, to approve contingency work up to the total amount not to exceed as required for the Project, and**
- 6) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission.**

## 8. PERRIS-SOUTH STATION AND LAYOVER EXPANSION PROJECT PLANS, SPECIFICATIONS ESTIMATES

Joie Edles, Capital Projects Manager, presented the Perris-South Station and Layover Expansion project, highlighting the following areas:

- Background information
  - ✓ Originally a part of 91/Perris Valley Line (PVL) scope but deleted due to funding constraints
  - ✓ Awarded \$25,042,000 in Transit Intercity Rail Capital Program (TIRCP) funds towards
    - 1) Perris-South Station Expansion
    - 2) Perris-South Layover 4<sup>th</sup> Track
  - ✓ Project benefits
    - Increases ridership
    - Enhances service reliability
    - Expands bi-directional, peak period service
    - Works towards goal of 30-min service frequencies
    - Reduces greenhouse gas emissions
- An ariel of the Perris-South station and the proposed conceptual improvements and an ariel of the South-Perris Layover facility and the proposed conceptual improvements
- Project approach
  - ✓ On September 15, 2022, a request for task order proposal released to the Rail On-Call Design consultants
  - ✓ Proposals are due October 13
  - ✓ December 2022 anticipates issuing a notice to proceed
- Southern California Regional Rail Authority (SCRRRA) design support cooperative agreement
- Fiscal impact

Commissioner Hewitt stated this is the southern terminus of Metrolink and as they look at this design he asked if there are factors being considered in the future to continue it along I-15 into the cities of Murrieta and Temecula. He noted that might be a spot where they could have Metrolink head out on SR-74 and serve the San Jacinto Valley.

Anne Mayer replied regarding the extension of that line, RCTC currently owns all the right of way all the way to Hemet/San Jacinto so the original anticipated rail line would sweep out in that direction into that valley. It can be extended in the future pending funding availability and the ridership is there. She explained when RCTC looked at going south along I-215 it becomes more challenging given the level of development right up against the freeway. In RCTC's previous analysis of where to go next with rail that would be a very costly extension and so less likely then heading out to Hemet/San Jacinto mainly because of the right of way acquisition along that entire I-215 corridor. Anne Mayer

stated staff is always able to look at extensions in the future and she does not think anything that is being done here would preclude that.

**M/S/C (Hewitt/Benoit) to:**

- 1) Authorize staff to commence Plans, Specifications, and Estimates (PS&E) phase for the Perris-South Station and Layover Expansion Project (Project), pending the California Transportation Commission (CTC) PS&E funding allocation of \$2,700,000 on October 13, 2022;**
- 2) Approve an amendment to the Fiscal Year 2022/23 - 2026/27 Short Range Transit Plan to include \$25,042,000 of Transit Intercity Rail Capital Program (TIRCP) funds for the Project;**
- 3) Approve a FY 2022/23 budget adjustment of \$1,000,000 for both revenue and expenses related to the Project;**
- 4) Award Cooperative Agreement No. 23-33-022-00 to Southern California Regional Rail Authority (SCRRA) for project support on behalf of the Commission in an amount not to exceed \$500,000; and**
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute Cooperative Agreement No. 23-33-022-00 on behalf of the Commission.**

**9. PERRIS VALLEY LINE DOUBLE TRACK PROJECT FROM MORENO VALLEY TO PERRIS PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT AND PLANS, SPECIFICATIONS, AND ESTIMATES**

Joie Edles presented the Perris Valley Line (PVL) Double Track Project, highlighting the following:

- Background information
  - ✓ Part of 91/PVL Capacity Improvements
  - ✓ Connects to Moreno Valley/March Field Station Upgrade Project (under construction)
  - ✓ Project Benefits:
    - Increases ridership
    - Enhances service reliability
    - Expands capacity for bi-directional, peak period service
    - Works towards goal of 30-minute service frequencies
    - Reduces greenhouse gas emissions
- Scope of work
  - ✓ Existing second track next to PVL is in poor condition and cannot run Metrolink service
- A photo showing the existing freight track and the other photo shows the existing freight track next to the SR-91/PVL tracks

- A couple more photos that shows the difference between the existing freight track versus the newer upgraded main track
- Scope of work (continued)
  - ✓ Improvements include:
    - Rehabilitating 6.5 miles of existing track (rail, ties, ballast)
    - Removing and replacing existing switch and turnouts
    - Installing new signal system and integrating into Metrolink Positive Train Control network
    - Connects to Moreno Valley/March Field project (under construction)
- Project approach
  - ✓ October 2022 Anticipate release for request for task order proposal to the Rail On-Call Design consultants
  - ✓ November 2022 Anticipate proposals will be due
  - ✓ December 2022 Anticipate issuing a notice to proceed
- SCRRA design support cooperative agreement
- Fiscal impact

Commissioner Hewitt stated those older tracks that RCTC is basically rebuilding is going to be in the same spot and those are existing freight tracks owned by Burlington Northern Santa Fe (BNSF) Railway. He expressed concern that BNSF has rights right there and asked if they are not used very often for that. Anne Mayer replied correct.

Commissioner Hewitt stated going forward as RCTC puts the new track in BNSF will still have some rights, but it will not get in the way even if RCTC is going 30 minutes at a time or has BNSF given up those rights.

Anne Mayer replied BNSF has not given up those rights and much like RCTC does on all the other corridors there are shared dispatching of trains. There will be shared dispatch and both the freight trains and the Metrolink trains are armed with positive train control that will help prevent any accidents. It will just become more of a traditional freight shared passenger rail set up with the tracks.

Commissioner Speake expressed appreciation that the Commission is putting it out there because if they do not plan where they want to go, they will never get there. RCTC does not currently have the money and there is money that is being put out there for active transportation and planning and getting out ahead to be shovel ready is so important. He noted as Commissioner Hewitt mentioned he is looking forward to seeing the I-15 south between Corona and Temecula become an idea soon. He expressed appreciation for the forward movement the Commission is doing in this case.



**M/S/C (Hewitt/Berkson) to:**

- 1) Authorize staff to commence Project Approval/Environmental Document (PA/ED) and Plans, Specifications, and Estimates (PS&E) phase for the Perris Valley Line (PVL) Double Track Project (Project);**
- 2) Approve an amendment to the Fiscal Year 2022/23- 2026/27 Short Range Transit Plan (S RTP) to allocate \$5,000,000 of State Transit Assistance (STA) funds for the Project;**
- 3) Approve a FY 2022/23 budget adjustment of \$1,100,000 for both revenue and expenses related to the Project;**
- 4) Award Cooperative Agreement No. 23-33-021-00 to Southern California Regional Rail Authority (SCRRA) for project support on behalf of the Commission in an amount not to exceed \$500,000; and**
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the Cooperative Agreement No. 23-33-021-00.**

**10. MEETING FORMAT OPTIONS**

Lisa Mobley, Administrative Services Director/Clerk of the Board, stated this item was placed on the agenda at the request of the Commission to discuss the meeting format options. This legislative session only one bill was signed by the Governor AB 2449, which does not provide much flexibility for hybrid meeting options. The pre-pandemic Brown Act Rules still allow teleconferencing if certain criteria are met. Staff received a request to provide teleconference locations at the Coachella Valley Association of Governments (CVAG) offices as well as the County Supervisor's French Valley office. AB 361 rules are still also in place through January 2024, which has been included on the Consent Calendar. This item is for the Commissioners to discuss and provide direction to staff on meeting formats moving forward and Legal Counsel is also available for questions.

At this time, there was a thorough discussion amongst the Commissioners, staff, and legal counsel about the meeting formats for future RCTC meetings with the consensus being Zoom or hybrid would be the format for the committee meetings and the Commission meetings will remain in person.

Commissioner Zimmerman recommended that the Commission meetings are in person in the Board Room and the committee meetings will be virtual and between now and 2024 there may be some new law that could continue to extend it.

In response to Chair Perez's clarification to Commissioner Zimmerman if that was a motion, Commissioner Zimmerman replied it is for discussion. He stated if the rest of the Commission supports his recommendation, then he will make that a motion.

Commissioner Jeremy Smith seconded the motion.

Chair Perez clarified the recommendation is that the Commission meetings are in person and the committee meetings are virtual and they can be conducted out of the Supervisor's French Valley and the CVAG Offices as well as the Board Room in person.

Commissioner Zimmerman stated that is his motion.

Steve DeBaun, Legal Counsel, clarified he thought that Commissioner Zimmerman was referring to the pandemic rules AB 361, which would allow the virtual meetings with people being able to call in by Zoom from their house or any location.

Commissioner Zimmerman replied that is correct.

Steve DeBaun stated that is not what the Chair was referring to.

Anne Mayer clarified if it is Zoom meetings like RCTC had conducted during the pandemic under the authority of AB 361 versus two satellite locations conducted under the Brown Act.

Commissioner Zimmerman replied correct, his motion was that the full Commission meet in person in the Board Room for RCTC Commission meetings but for the committee meetings and that is why he asked if it is possible if they would be able to continue not in a hybrid, but fully virtual like they did with Zoom.

Chair Perez stated that is the motion.

Commissioner Smith stated his second to the motion still stands.

Commissioner Speake suggested an amendment to the motion to cover their bases and not have to come back to this. He stated he supports Commissioner Zimmerman's motion with the amendment that when the AB 361 rules are relaxed the Commission goes to the two satellite offices for the committee meetings so they could go to the Supervisor's French Valley or CVAG Offices but continue the full Commission meetings in the Board Room. If AB 361 was rescinded those two options would still be available for the committee meetings and asked Commissioner Zimmerman if he supported that amendment.

Commissioner Zimmerman stated the Commission should take it up at that time once they know about it as he preferred to keep his motion the way he made it.

Commissioner Speak rescinded his amendment to the motion.

Chair Perez clarified that Commissioner Smith still supports that motion.

Commissioner Smith replied absolutely.

Vice Chair Bob Magee supports Commissioner Zimmerman's motion. He stated as it was mentioned that people deserve to look at the Commissioners in the face while making these massive decisions. The last time he was fortunate to be chair he insisted they have a full Commission meeting in the Coachella Valley. He explained 25 percent of their population is in the Coachella Valley so why not have 25 percent of the Commission's meetings down there as the Commission owes it to that side of their massive county to make it easier on them to participate in what is a billion dollar a year budget. Vice Chair Magee expressed it is a massive ship this Commission steers and he does not want to mess things up for today, but he believes the Commission should be considering full Commission meetings in person in the Coachella Valley.

Chair Perez stated this is a motion and a second that will be cleared up right now.

Lisa Mobley clarified the motion is that these full Board meetings will be here in person and that committee meetings will be held via Zoom under AB 361. She clarified with legal counsel that it would also require they continuously approve the findings under AB 361 at all the Commission board meetings so they can continue to hold those that way.

Steve DeBaun replied yes that would be a precondition to that and if at some point the pandemic ended then they would have to revisit the issue as they would not be able to have the AB 361 meetings or make the findings.

Lisa Mobley noted they currently have Agenda Item 6A, "*AB 361 Determination*" pulled from Consent that they need to go to next.

**M/S/C (Zimmerman/Smith) to have the full Board meetings in person and that committee meetings will be held via Zoom under AB 361.**

**Abstained: Commissioners Reed and Weill**

## **11. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

Commissioner Spiegel moved staff's recommendation.

### **6A. AB 361 DETERMINATION**

**M/S/C (Spiegel/Vargas) to:**

**Reaffirm the findings in Resolution No. 22-007, "*A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.*" The findings are as follows:**

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and**

- b. State or local officials have recommended measures to promote social distancing.**

**12. EXECUTIVE DIRECTOR'S REPORT**

- Anne Mayer thanked the Commissioners for a robust discussion on the meeting format options and staff will get right into implementing their direction.
- Announced staff is working on the Commission's Annual Workshop for 2023 in the Coachella Valley so the Commissioners can discuss larger and more significant policy issues and get into more detail on critical decision making. More details will come about the workshop after finalizing with the Officers.
- Thanked the Commissioners for their continued support of increasing their efforts related to rail projects and programs. Not only the items that were approved today will enhance the PVL, the work on CV Rail, but also gearing up to be ready to receive and compete for additional state and federal rail funding, which will include conversations soon about the Downtown Riverside Metrolink station.
- Announced there is a very significant amount of on-going construction in the city of Corona at I-15/SR-91 Express Lane connector, the 91 Refresh Project, repeated 55-Hour Closures, not only do they have long-term closures here for RCTC, but Caltrans also has a number of long-term closures on other corridors, and their partners in San Bernardino County has closures on I-10 both in the Pass as well as the urbanized areas. Pay attention to construction alerts from multiple sources in the coming months because there is a very heavy construction workload in the Inland Empire. There are expansive and extensive outreach programs and really making sure that RCTC is reaching out to the Los Angeles County and Orange County media both radio and print as well as television. All the materials are in both English and Spanish and translation is available for any other language as needed.

**13. COMMISSIONER COMMENTS**

- 13A.** Commissioner Waymond Fermon reported on the Washington DC trip where they advocated for the CV Rail Project, and he thanked RCTC staff and especially Anne Mayer and Commissioner Spiegel for doing such a great job on this trip. It was an honor to represent this Commission on the Capital as they met with many of the Federal Representatives and some of their staff members. During that meeting he really drove to the point about the climate benefits, air quality and equity in the Coachella Valley as it pertains to this project, and this is just some of the many things they spoke about there and all their meetings were very productive. They really worked hard on this advocacy trip, and he recognized Congressman Dr. Raul Ruiz for really advocating for this project also committing to reaching out to United States Department of Transportation Secretary Pete Buttigieg personally to help the Commission advocate for this project. He is looking forward to this continued effort to move along.

**13B.** Commissioner Spiegel reported besides Congressman Ruiz they also met with Congressmen Ken Calvert, Darrell Issa, Mark Takano, and Senator Feinstein and it is important to know the Commission got facetime. She expressed appreciation to Commissioner Fermon for doing a great job. There have been opportunities for the Commissioners to go and represent RCTC on various projects if that comes up again, she hopes they consider taking that time. It makes a difference when they are asking for something to have an elected official there to show that they are committed and if they are on this board, she hopes they are committed and can take a few days and go see things on the other side as it is a learning experience.

**13C.** Commissioner Betts reported the city of Desert Hot Springs prides itself on being 100 percent graffiti free and they had a presentation here where part of it was the beautification and plantings that are along the freeways and projects. He suggested the Commission get a little bit more robust and maybe have an agenda item about some of the graffiti that is showing up on overpasses and it is eventually getting removed but it is there sometimes for two to three weeks and it should be removed immediately.

Anne Mayer replied they are fortunate today to be joined by Caltrans District 8 Maintenance Deputy Jim Rogers and asked if he wanted to make any comments.

Jim Rogers stated he is speaking to the right person, and he will address that. They have their Clean California crews that are picking up litter, and they have spent quite a bit of money on graffiti and litter and graffiti continues to be a problem. The overpasses are a challenge because if the overpasses are up high, they have to get special equipment and make certain closures.

**13D.** Commissioner Lisa Middleton thanked all their colleagues in Western Riverside County for the embracing that they have for the CV Rail and the San Geronio Pass Rail Project.

**13E.** Commissioner Linda Molina wanted to confirm that the Commission is all together, and she likes to see everyone in person including the people in the audience.

**13F.** Chair Perez announced on October 5 was Clean Air Day and he had the pleasure for being part of the Coalition for Clean Air Inland Empire effort and how that connects to RCTC and to their efforts for CV Rail, CV Sync, CV Link, and the Street Sweeping Program that they have been working on in the Coachella Valley with Tom Kirk CVAG Executive Director and CVAG staff.

Commissioner Fermon wanted to adjourn this meeting in recognition of Breast Cancer Awareness month in October.

At this time, Commissioners Betts, Krupa, Lorimore, and Speake left the meeting.

**14. CLOSED SESSION**

**14A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	279-530-030, 279-240-020 and 279-240-008	RCTC	Riverside County Flood Control Corona-Norco Unified School District Guardian Capital

There were no announcements from the Closed Session.

**15. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Chair Perez adjourned the meeting in honor of Breast Cancer Awareness month at 11:35 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, November 9, 2022.

Respectfully submitted,



Lisa Mobley  
Administrative Services Director /  
Clerk of the Board

# **AGENDA ITEM 7C**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Single Signature Authority Report

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the Single Signature Authority report for the first quarter ended September 30, 2022.

**BACKGROUND INFORMATION:**

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in March 2021. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

There are no contracts to report for the first quarter ended September 30, 2022, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services as of September 30, 2022, is \$2,000,000.

Attachment: Single Signature Authority Report as of September 30, 2022



# SINGLE SIGNATURE AUTHORITY AS OF SEPTEMBER 30, 2022

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
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AMOUNT AVAILABLE July 1, 2022

\$2,000,000.00

No Contracts to report for first quarter

AMOUNT USED

0.00

AMOUNT REMAINING through September 30, 2022

\$2,000,000.00

Agreements that fall under Public Utilities Code 130323 (C)

None

N/A

\$-

\$-

\$-

Alicia Johnson  
Prepared by

Matthew Wallace  
Reviewed by

Note: Shaded area represents new contracts listed in the first quarter.



# **AGENDA ITEM 7D**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee Eric DeHate, Transit Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Amendment to City of Banning's Fiscal Year 2022/23 Short Range Transit Plan

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve a \$550,000 increase in the Fiscal Year 2022/23 State Transit Assistance (STA) funding allocation for the city of Banning (City); and
- 2) Amend the City's FY 2022/23 Short Range Transit Plan (SRTP) to increase the STA allocation in the amount of \$550,000 for Project No. 23-01 "Bus Replacement".


**BACKGROUND INFORMATION:**

During the development of the FY 2022/23 SRTP, the City requested \$550,000 of STA funds to purchase two (2) replacement buses and two (2) relief vehicles. STA funds are the primary source of Transportation Development Act funds that are typically used for capital purposes. These funds are derived from a portion of sales taxes on fuel and diesel fuel. After the Commission approved the SRTPs in June 2022, the City began pursuing the purchase of the replacement vehicles. However, with supply chain challenges, chassis availability, and increases in procurement lead times, the City determined that they would need to advance the purchase of one more replacement bus planned in FY 2023/24 to FY 2022/23 in order to not impact its transit services.

The City has submitted an amendment (Attachment 1) to its FY 2022/23 SRTP and is requesting an increase of \$550,000 in state STA to advance the additional bus. This would increase the total project cost for Project 23-01 "Bus Replacement" from \$550,000 to \$1,100,000. As of the writing of this staff report, City staff anticipates approval from their council on October 11, 2022. Staff has reviewed the request and recommends approval of the \$550,000 STA allocation and amendment of the City's FY 2022/23 SRTP to reflect the additional funding.

**FISCAL IMPACT:**

There is no additional fiscal impact for the additional \$550,000 in STA for the FY 2022/23 budget as STA adjustments for transit operators were anticipated and budgeted.

Financial Information					
In Fiscal Year Budget:	Yes	Years:	FY 2022/23	Amount:	\$550,000
Source of Funds:	STA Western Riverside County Bus		Budget Adjustment:		No
GLA No.:	002221 86102 00000 0000 242 62 86102				
Fiscal Procedures Approved:				Date:	10/12/2022

Attachment: City of Banning's FY 2022/23 SRTP Amendment 1

<i>Approved by the Western Riverside County Programs and Projects Committee on October 24, 2022</i>					
In Favor:	10	Abstain:	0	No:	0





## City of Banning

### Public Works Department

August 30, 2022

Ms. Anne Mayer  
Executive Director  
Riverside County Transportation Commission  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92502

Re: FY 2022/2023 SRTP Table 4 Adjustment

Dear Ms. Mayer,

The purpose of this letter is to respectfully request Riverside County Transportation Commission's (RCTC) consideration of the City of Banning's (City) request for an adjustment to its FY 2022/23 Table 4: Summary of Funds Requested for FY2022/23 to reflect the following changes:

- Increase STA funding from \$550,000 to \$1,100,000 to purchase an additional transit bus in FY 2022/23. Subsequently, FY 2023/24 programmed STA funds will be reduced by \$550,000 as the vehicle purchase scheduled for FY 2023/24 will now take place in FY 2022/23.
- See Table 4 on the following page for details of funding.

The request to move the FY 2023/24 programmed STA funds to FY 2022/23 will allow the City to purchase an additional transit bus this fiscal year. This request is necessary in order to combat ongoing supply chain challenges, chassis availability, and an increase in lead times associated with vehicle purchases. Including FY 2023/24 bus replacement funds into the City's FY 2022/23 bus purchase will help to ensure a timely delivery of all vehicles with minimal impact to service.

Sincerely,

Art Vela,  
Director of Public Works

Cc: Eric DeHate, Transit Manager  
Stephanie Sirls, Transit Manager



Table 4.0 - Summary of Funding Requests - FY 2022/23

City of Banning  
Original

Operating															
Project	Total Amount of Funds	FARE	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Operating Assistance - Prev. Maint.	\$39,903			\$22,754	\$2,149	\$15,000									
Operating Assistance (BUS) (FY 2022/23)	\$1,745,000	\$55,000	\$1,690,000												
Operating Assistance (DAR) (FY 2022/23)	\$182,000	\$5,500	\$176,500												
Sub-total Operating	\$1,966,903	\$60,500	\$1,866,500	\$22,754	\$2,149	\$15,000	\$0								

Capital															
Project	Total Amount of Funds	FARE	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Bus Replacement - 23-01	\$550,000					\$536,564	\$13,436								
Bus Stop Improvements - 23-03	\$150,000					\$150,000									
CNG Rehabilitation - 23-02	\$1,750,000					\$1,750,000									
Heavy Duty Hydraulic Lift Replacement - 23-05	\$100,000					\$100,000									
Paratransit Scheduling Software - 23-04	\$30,000					\$30,000									
Sub-total Capital	\$2,580,000	\$0	\$0	\$0	\$0	\$2,566,564	\$13,436								
Total Operating & Capital	\$4,546,903	\$60,500	\$1,866,500	\$22,754	\$2,149	\$2,581,564	\$13,436								

FY 2022/23 Projected Funding Details		
FARE	\$60,500	
LTF	\$1,866,500	
SGR PUC99313	\$22,754	
SGR PUC99314	\$2,149	
STA PUC99313	\$15,000	
Total Estimated Operating Funding Request	\$1,966,903	
STA PUC99313	\$2,566,564	
STA PUC99314	\$13,436	
Total Estimated Capital Funding Request	\$2,580,000	
Total Funding Request	\$4,546,903	



# FY 2022/23 SRTP

## City of Banning

### Table 4.0 A - Capital Project Justification Original

**Project Number:** 23-01

**FTIP No:** Not Assigned - New Project

**Project Name:** Bus Replacement

**Category:** Bus

**Sub-Category:** Replacement

**Fuel Type:** CNG

**Project Description:** Replace 2 buses and two (2) relief vehicles

**Project Justification:** Replace 2 buses that are beyond their useful life along with two relief vehicles utilized by the Transit Field Supervisor

**Project Schedule:**

Start Date	Completion Date
July 2022	June 2027

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	\$536,564
STA PUC99314	FY 2022/23	\$13,436
Total		\$550,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description



Table 4.0 - Summary of Funding Requests - FY 2022/23

City of Banning  
Amendment # 1

Operating															
Project	Total Amount of Funds	FARE	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Operating Assistance - Prev. Maint.	\$39,903			\$22,754	\$2,149	\$15,000									
Operating Assistance (BUS) (FY 2022/23)	\$1,745,000	\$55,000	\$1,690,000												
Operating Assistance (DAR) (FY 2022/23)	\$182,000	\$5,500	\$176,500												
Sub-total Operating	\$1,966,903	\$60,500	\$1,866,500	\$22,754	\$2,149	\$15,000	\$0								

Capital															
Project	Total Amount of Funds	FARE	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Bus Replacement - 23-01	\$1,100,000					\$1,086,564	\$13,436								
Bus Stop Improvements - 23-03	\$150,000					\$150,000									
CNG Rehabilitation - 23-02	\$1,750,000					\$1,750,000									
Heavy Duty Hydraulic Lift Replacement - 23-05	\$100,000					\$100,000									
Paratransit Scheduling Software - 23-04	\$30,000					\$30,000									
Sub-total Capital	\$3,130,000	\$0	\$0	\$0	\$0	\$3,116,564	\$13,436								
Total Operating & Capital	\$5,096,903	\$60,500	\$1,866,500	\$22,754	\$2,149	\$3,131,564	\$13,436								

FY 2022/23 Projected Funding Details		
FARE	\$60,500	
LTF	\$1,866,500	
SGR PUC99313	\$22,754	
SGR PUC99314	\$2,149	
STA PUC99313	\$15,000	
Total Estimated Operating Funding Request	\$1,966,903	
STA PUC99313	\$3,116,564	
STA PUC99314	\$13,436	
Total Estimated Capital Funding Request	\$3,130,000	
Total Funding Request	\$5,096,903	



# FY 2022/23 SRTP

## City of Banning

### Table 4.0 A - Capital Project Justification Amendment # 1

**Project Number:** 23-01

**FTIP No:** Not Assigned - New Project

**Project Name:** Bus Replacement

**Category:** Bus

**Sub-Category:** Replacement

**Fuel Type:** CNG

**Project Description:** Replace three (3) buses and two (2) relief vehicles

**Project Justification:** Replace three buses that are beyond their useful life along with two relief vehicles utilized by the Transit Field Supervisor

**Project Schedule:**

Start Date	Completion Date

**PROJECT FUNDING SOURCES (REQUESTED):**

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	\$1,086,564
STA PUC99314	FY 2022/23	\$13,436
Total		\$1,100,000

**PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED**

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description



# **AGENDA ITEM 7E**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Eric DeHate, Transit Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Citizens and Specialized Transit Advisory Committee Transit Needs Public Hearing Update

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

**BACKGROUND INFORMATION:**

The California State Transportation Development Act (TDA) requires that transportation planning agencies ensure the establishment of a citizens' participation process for each county. This process includes an element in which the California Public Utilities Code (PUC) Section 99238.5 states, *"The transportation planning agency shall ensure the establishment and implementation of a citizen participation process appropriate for each county. The process shall include a provision for at least one public hearing in the jurisdiction represented by the social services transportation advisory council."*

The purpose of the public hearing is to garner public participation and solicit input from transit dependent and transit disadvantaged persons, including the elderly, disabled and persons of limited means. The CSTAC fulfills the citizens advisory council and the social services transportation advisory council TDA requirements. It consists of up to 13 members of the public and two (2) Consolidated Transportation Service Agency members from Riverside Transit Agency and SunLine Transit Agency. The committee assists the Commission in fulfilling TDA regulations by promoting transportation service improvements and enhancements that support the mobility of older adults, persons with disabilities, and persons of limited means. It also establishes an effective communication exchange among Riverside County's public transit operators, local specialized transit providers, and representatives from diverse transit dependent populations regarding matters of mutual concern.

This year the public hearing was held on August 8, 2022, during the CSTAC regularly scheduled meeting. The public hearing was advertised by transit operators, specialized transit providers, and other stakeholders on buses, facilities, and social media. Staff also published a 30-day

hearing notice in *The Press-Enterprise*, *The Desert Sun*, and *The Palo Verde Times*. The following methods were made available to the public to submit comments via oral or written testimony:

- 1) Email at [info@rctc.org](mailto:info@rctc.org).
- 2) Postal Mail to:  
Riverside County Transportation Commission  
Attn: Transit Needs Public Hearing Comments  
P. O. Box 12008, Riverside, CA 92502-2208
- 3) Via the website at [www.rctc.org/contact-us/](http://www.rctc.org/contact-us/).
- 4) By phone at (951) 787-7141  
In-person via video/teleconference on Monday, August 8, 2022, at 11:00am at the CSTAC meeting

Typically, the CSTAC receives about two (2) to four (4) comments during the public hearing process. Staff provides the comments to the appropriate transit operator(s) for consideration and follow-up as needed. However, this year the CSTAC received 46 public comments, which are provided in Attachment 1. Staff provided the comments to the appropriate transit operators.

A summary of the types of comments received is as follows:

Public Comment Category	No. of Comments*	Geographic Area(s)
New Service	34	Menifee, Temescal Valley
Frequency	4	Hemet, Lake Elsinore, Temescal Valley
Bus Stop Improvements	3	Menifee, Perris, Hemet
Safety	3	Moreno Valley, Coachella Valley
Vehicle Maintenance	2	Coachella Valley
Restore Service	1	Wildomar
Schedule Changes	1	Hemet
Dial-A-Ride	1	Perris
Fares	1	Perris
Other	2	Hemet, Coachella Valley

\*Some comments included multiple topics of concern.

This is a receive and file item and there is no fiscal impact.

Attachment: CSTAC Public Hearing Comment Log

## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
1	Bus stop, Dial-A-Ride, Fares	Just to say thank you to the Commission for the Great Work they have done in these hard times. My suggestions are 1. The new bus stop on Route 41 heading to Mead Valley via Perris in the city of Perris on the side of the Pulte Homes on Evans Blvd. and Anira CT can you put a sign there as soon as possible because some of us residents that have moved in do need that bus stop. 2. Can you put the new Pulte home-Stratford Place on Dial -Aride so that we seniors can start using the Dial-Aride from here. Also do you plan on lowering Dial-A Ride back to \$1 or even \$2 per ride since the regular bus is back to 25c for that we are grateful as well Kudos to you all. Shalom, Sister Kaycee frequent rider care giver rider with clients	Sister Kaycee	Perris
2	Bus Stop, Frequency	To whom it may concern: I see that RTA ridership is still way down compared to pre-pandemic times. Thank you for the opportunity to share my observations. I understand the necessity of efficiency in every business. When the Bus Stops are taken away, it hurts my ability to travel. Some Stops are already too far apart, unless one is using a mobility device, for which I do not qualify. Over the course of a year, I ride 9 different RTA routes. Frequency of #33 and #42 is 110 minutes, except for the second trip which is 105 minutes. (Prepandemic there were 3 busses that shared these two Routes, and they started earlier and ended later - that made riding much easier than the current schedules.) Two to three times a week, I use these busses for local shopping trips. I live within the quarter mile radius of the intersection of these two busses, Kirby and Fruitvale, in Hemet. They are critical beginnings to all my travel. The Hemet Mall "Terminal" is a 1.3 mile walk. When I have to connect too early or late to use #33 or #42, it becomes necessary for me to walk to/from Hemet Mall to get to it or return from it. If the Hemet Bus Terminal is taken away from Hemet Mall and moved to Lyon, I will be unable to walk to/from the proposed new Terminal. I am a retired senior without a car. I have been riding RTA for more than 9 years. It is nice to have #28 in Hemet, running every 40 minutes. It is not my favorite thing to wait an hour to transfer from #28 to #27 at Perris. I do this trip approximately once a month. I then connect with #200 at Tyler mall and then another bus company. One trip I take 6+ times per month, requires 2 RTA busses: one Route's frequency is 70 min apart & one is 110 minutes apart. Very difficult. I then connect with another bus company. I feel it is important for Major Transfer points to be near bus friendly eateries, (Walmart which has Subway or other Fast Food Restaurants) where one is welcome to buy a snack and wash ones hands. The beautiful Perris Transit is an example of this oversight	Nancy Townsend	Hemet
3	Frequency	Translated to English "Good afternoon, I made a mistake on the schedule. Instead of stopping at 1:50, it should stop at 2 because there are several students waiting just like us. thank you, hopefully you will take it into account."	Ma.Dolores Medina	Lake Elsinore
4	Frequency	To whom it may concern. We need a more frequent bus route on Temescal Canyon road with more additional hours and stops Thank you Tanya B Johnson	Tanya Johnson	Temescal Valley
5	Frequency	Translated to English "Good morning, I'm a housewife and I don't have a car. I take my girls to Lakeland school, and they leave 10 [minutes] after the bus passes and we have to wait an hour for the next bus, can your take into account running the schedule 10 [minutes earlier]?"	Ma.Dolores Medina	Lake Elsinore
6	New Service	Temescal Valley need and want a Fixed Bus Route NOW . My husband and I are both seniors and this would be very helpful to us as well as our grandchildren. Thank you	Armila Horne	Temescal Valley
7	New Service	For as long as I've been involved in the Temescal Valley community, I've felt that our area has not received its "fair share of the pie" in services provided by Riverside County. Temescal Valley has over 26,000 residents, and yet does not have a fixed bus route that services our area. Our transportation issues are massive and well-known, yet we have no viable options. The needs of our students, general public, seniors, veterans, and disabled citizens should be considered - and now is the time for action. Our quality of life has suffered long enough. I respectfully request that our transportation needs finally be addressed by providing the Temescal Valley with a fixed bus route. Thank you.	Barbara Paul	Temescal Valley

## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
8	New Service	I am emailing in regards to public transportation in the Temescal valley area! This is long overdue. Our nearest high schools are 8 plus miles away. We are a steadily growing city and definitely need buses. With all the traffic on the 15 freeway and gas prices at an all time high, having a city bus would help us tremendously. We have many seniors in the trilogy area whom do not drive and simply cannot afford Ubers and Lyfts. We have families who need to get their kids to school and have to work at the same time. Having a bus can give one independence. I am voting yes on bringing a city bus to Temescal Valley!	Cassie Gilbertson	Temescal Valley
9	New Service	Dear Commissioners, As a development consultant and community volunteer, I work on several projects in the Temescal Valley area and along the corridor between Corona and Lake Elsinore. There is definitely a need for a "fixed bus route" to connect the two cities and serve the unincorporated area of Temescal Valley. The route will provide an alternate mode of transportation for workers and students to get to their jobs and/or schools. With the traffic congestion on the 15 freeway being as it is and the ridiculously high costs of gas, the residents need a cost effective way to travel. Over 26,000 residents live in the Valley and more homes and businesses are coming. There is an opportunity here to relieve traffic by getting some of these cars off the freeway and have people use mass transit. Most importantly, there are currently two 55 and older communities in Temescal Valley as well as at least one mobile home park and an RV Park. Also, a possible assisted living facility is in the works. It is imperative that the older and disabled residents have access to the County's Dial A Ride Program that seems to be only available to persons living within 3/4 of a mile of a "fixed route". As Temescal Valley continues to grow, please consider the rising number of seniors already living in the area or moving to Temescal Valley. Please recommend that a "the fixed route" be planned and approved, thus enabling this "at risk" population the ability to get around and be active in the community through the use of a "Dial A Ride" Thank you in advance,	Chris Mardis	Temescal Valley
10	New Service	I reside in Temescal Valley. We have 26,000 residents and no fixed bus route. Our area will be expanding with future planned developments. Between our traffic issues, inflation, concerns about greenhouse gases and the price of gas, people need reliable transportation. Many cannot afford to buy a car at this difficult time. Virtually all of us live too far away from resources and services to walk. Please strongly consider adding a fixed bus route to our area. Thank you for your time.	Cynthia Hafner	Temescal Valley
11	New Service	To Whom It May Concern: There are over 26,000 residents in Temescal Valley. With this growth, we still remain isolated from shopping, doctors, Middle and High schools and other services. Walking is not an option when you are 4 miles or more from your errands, especially if you have to carry shopping or books home. Please give us a fixed bus route. Respectfully,	Erica Leon	Temescal Valley
12	New Service	Temescal Valley needs a fixed bus route. Our I-15 corridor has too many commuters from the southern parts of the county. With a bus, I can go to the doctor at Riverside Medical Clinic, shop at Trader Joes and other local shops. Now is the time Fred	Fred Vogelgesang	Temescal Valley
13	New Service	To whom it may concern; Temescal Valley is lacking a fixed bus route along with Dial a Ride for Seniors. My mother lives in one of the two over 55 communities in Temescal Valley and is no longer able to drive. Having Dial a Ride would enable her to have a little more freedom as it would other Seniors in the same predicament. I was disappointed when I found out there was no such service for the Senior living communities in Temescal Valley even though they have quite a high volume of residents. Seniors without cars who have to rely on family and friends feel isolated and suffer a loss of independence without a bus service. Hoping that my concerns for bus service and Dial a Ride are heard. Thank you for your time and consideration. G Cape	Gabbi Cape	Temescal Valley

## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
14	New Service	<p>To whom it may concern:</p> <p>I'm a senior citizen, but growing up I took the bus everywhere. As a teen, it was my transportation to school, to entertainment venues and to the beach. As a young adult, I took the bus to college and to my first job!</p> <p>I'm a resident of Temescal Valley – an unincorporated county community with more than 26,000 residents and no fixed bus route. My grandson lives with us. If we had a fixed bus route, he could have taken the bus to El Cerrito Middle School when he was a student there. Instead, his grandfather drove him to and picked him up from school every day. My elderly sister lived with us for 13 months last year. No longer able to drive, if we had a fixed bus route she could have availed herself of the Dial-ARide program. Instead, I drove her to doctor and dental appointments.</p> <p>Temescal Valley needs a fixed bus route.</p> <p>Temescal Valley has two sizable age-specific communities – Trilogy and Terramor, and soon will be getting an assisted living center to accommodate 216 additional senior residents. Temescal Valley needs a fixed bus route. We've had commercial and industrial enterprises discouraged in locating here because of the current Vehicle Miles Traveled formula used in environmental impact reports and/or mitigated negative impact reviews require a fixed bus route to lower the percentage of acceptable miles traveled. Temescal Valley needs a fixed bus route.</p> <p>With the push coming from Sacramento for local governments to utilize alternatives to the automobile for transportation mobility, without a fixed bus route, Temescal Valley folks have no alternative but to rely on their private vehicles for transportation needs.</p> <p>Please consider a fixed bus route for Temescal Valley.</p> <p>Thank you ...</p> <p>Jannlee Watson</p>	Jannlee Watson	Temescal Valley
15	New Service	<p>Dear Citizens and Specialized Transit Advisory Committee,</p> <p>This letter shall serve as support for a Riverside Transit Agency (RTA) Fixed Bus Route along the Temescal Canyon Road. The RTA fixed bus route would run between the cities of Lake Elsinore and Corona. This RTA bus route is needed for the following reasons.</p> <p>Mitigate traffic congestion on the Interstate 15 prior to and following the development of the Interstate 15 Express Lanes Southern Extension project.</p> <p>To support the expected development of 2,559 new residential units and the development of 7.4 million square feet of commercial/industrial space in the Temescal Valley.</p> <p>Support employee transportation to and from new commercial/industrial places of employment Connect current Temescal Valley Residents to commercial centers not available in the Temescal Valley. This would minimize round trip vehicle travel and reduce green house gas emissions.</p> <p>If you have any questions, please contact me.</p> <p>Regards,</p> <p>Jerry Sincich</p>	Jerry Sincich	Temescal Valley
16	New Service	<p>We have over 26k residents - it is an essential need for our continually growing community - keep us off the Cajalco crush and let the Dial A Ride program lift us from the loneliness COVID brought to so many.</p> <p>With thanks for your time.</p> <p>Joan Valentine</p> <p>California Meadows</p>	Joan Valentine	Temescal Valley
17	New Service	<p>I am trapped in a transportation desert. I don't drive and I have no vehicle. A bus route would be a lifesaver for me and other senior citizens. Please consider the needs of Temescal Valley residents by establishing a fixed bus route.</p>	Jolinda Curtin	Temescal Valley
18	New Service	<p>I am a senior resident of Temescal Valley. I do not drive and have to rely on my neighbors for rides for medical appointments, grocery shopping and banking. A fixed bus route would be a lifesaver for me and many other residents of Temescal Valley. Please consider establishing a fixed bus route for our area.</p>	Jolinda Curtin	Temescal Valley
19	New Service	<p>A bus route is essential for the people of Temescal Valley. The freeways are clogged with 2 senior communities needing to get to medical appts, shopping, services in Corona &amp; Lk. Elsinore.</p> <p>Thank you, Leeann Woodruff</p>	Leeann Woodruff	Temescal Valley

CSTAC Public Hearing Comment Log				
No.	Concern	Public Comment	Commentor Name	Community
20	New Service	Please, with the building of so many new homes, Temescal Valley needs a transit system. Please put a bus line through this growing community and help free up the 15, 91 and Temescal Canyon Road as much as possible.	Linda Thompson	Temescal Valley
21	New Service	There are over 26,000 residents in Temescal Valley. With this growth, we still remain isolated from shopping, doctors, Middle and High schools and other services. Walking is not an option when you are 4 miles or more from your errands, especially if you have to carry shopping or books home. Please give us a fixed bus route.	Lori Gray	Temescal Valley
22	New Service	We need a Dial A Ride Option near Tom's Farms bus stop. It needs to run frequently during the day, we have a large senior 55+ community in the area and a lot of these people no longer drive and need to get to shops.	Pauline Ingrao	Temescal Valley
23	New Service	We are located in the Trilogy community in unincorporated area of Temescal Valley. We have a number of disabled, seniors and veteran residents who no longer drive that have transportation needs. Having a bus service route and the accompanying availability of Dial A Ride services is extremely important to our area.	Richard and Sue Lewis	Temescal Valley
24	New Service	I would like to put out for the meeting on Monday that we get a fixed transit route in Temescal Valley. We have 26,000 residents in this area and with present price of operating a vehicle it would be a benefit to our community for member to get around. With people on fixed income and retire communities this can give us access to Dial a Ride for the community members who need it. Please establish a fixed bus route in Temescal Valley. Thank you for your time.	Robert Hafner	Temescal Valley
25	New Service	Need bus routes and n Temescal Canyon Road	Robert Richardson	Temescal Valley
26	New Service	Hello I've been a resident of Temescal Valley for 12 years. I personally have never used public transit in this area. I have however worked with numerous families and youth who need to use it on a daily basis for work or school. I work for the school district. I have taught students how to read the bus schedule and to download the app to their phone. For many families public transit and the kindness of others us their most reliable and affordable means of transportation. We live in an area that geographically makes it difficult to walk or ride a bike to places. Or it is just too far. Public transit gives young students the ability to work and attend school without relying on others fostering independence and confidence. A fixed route would lead to a more stable community for our residents. Thank you Robin Davenport	Robin Davenport	Temescal Valley
27	New Service	I live in Temescal Valley. We are sorely in need of public transportation in this area. Currently, the only RTA bus that comes through here is a commuter bus that stops at Tom's Farms only on weekday early mornings and evenings and has very limited stops. The Corona Cruiser is the next nearest bus, but the distances of 4.1 miles away for Dos Lagos (which has Saturday service only) and 5.6 miles for The Crossings makes it impractical to utilize those routes. How convenient it would be to take a bus from my home in Temescal Valley to Dos Lagos or The Crossings! With both our senior and school age populations on the rise, the convenience of a fixed bus route connecting our community to shopping centers, schools, and other businesses and transportation hubs would be of great benefit.	Ruth Brissenden	Temescal Valley
28	New Service	Hi , We need a fixed route in Temescal valley, so I can take a bus to the station easily and take my eBike with me to work m. My dad is disabled and he can also take advantage of the fix route because dial a ride can then come to us if we are under three quarters of the route. We are located on temescal canyon and mojeska summit rs.	Saad Awais	Temescal Valley
29	New Service	Hello, In Temescal Valley we are desperate for alternative transportation. We need a bus route to provide that. Please consider helping the residents young and mature to get to where we need to be. Our area has a 7/100 walkability score according to Redfin. Thank you, Sarah Bravo	Sarah Bravo	Temescal Valley

## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
30	New Service	I am writing to voice my concerns about there are not any busing to get my son to and from Liberty High School in Menifee. There is not adequate sidewalks or shoulders in the roads roads on Garbani and Leon or even Scott Road for my son to be able to walk or ride his bicycle safely. The nightmare of cars lined up in four lanes and parked all over around the outside of the school is a nightmare to navigate and very time consuming for parents trying to quickly pick up their child and get back to work. Some parents like myself cannot always be there at 3:30 to pick up their child and there's no safe plan for them to walk or ride their bicycle home instead. Buses are very much needed for this high school especially with the location out of the way from most things in Menifee and the not developed areas that surround it. There will need to be several buses to accommodate the very large class especially the freshman class this year attending liberty high school. Busing should have been on the agenda prior to Liberty High School ever opening with the conditions I mentioned earlier in this email. This was not well planned and thought out for the working parents. It's even more difficult for single parents such as myself who do not have someone else to call to pick up my child when I'm at work. This issue is more needed for after school then it is for the morning.	Stephanie Walker	Menifee
31	New Service	There are over 26,000 residents in Temescal Valley. With this growth, we still remain isolated from shopping, doctors, Middle and High schools and other services. Walking is not an option when you are 4 miles or more from your errands, especially if you have to carry shopping or books home. Please give us a fixed bus route.	Tracy Davis	Temescal Valley
32	New Service	Please add a new bus route Temescal Valley. I won't add more than what I wrote in, but we have a large elderly community that does not have access to Dial-A-Ride	Jannlee Watson	Temescal Valley
33	New Service	Tracy Davis has a friend that needs Dial-A-Ride and needs to walk two miles to Dos Lagos. She is not aged qualified for Dial-A-Ride. This isn't just for elderly people but for all people in the area.	Tracy Davis	Temescal Valley
34	New Service	I am writing to request that morning and afternoon stops be added to allow students to safely transition between Liberty High School (Menifee) and the Spencer's Crossing neighborhood (Murrieta). At this current time, there is no safe way that students residing in Spencer's Crossing or neighboring areas can SAFELY walk or bike to Liberty High School as there is no sidewalk/walkway for them to use. The speed limit on Leon Road is 50 mph, and since I use this road every day, I know that drivers do not abide by the posted speed limit. This is a tragedy waiting to happen, especially during peak hours, when everyone is in a rush to get places and students are walking alongside the busy, high-speed road. Thank you for your consideration and for considering the safety of our children.	Anna Price	Menifee
35	New Service	Please add more stops over by Liberty High School and one dropping off at Liberty! So many students need rides, including my daughter. Thank you! Best, Hannah DeMarti	Hannah DeMarti	Menifee
36	New Service	Parent has a student that attends Liberty High School. There was a bus stop nearly two miles near Leon rd. Could a new stop be added and times be added for the school schedule.	Marcia	Menifee
37	New Service	Xavier Padilla works at Liberty high school and wondered if they can add a bus stop near Liberty High School because the closest bus stop is nearly a mile away. Voicing concerns of parents and faculty. This is a safety issue.	Xavier Padilla	Menifee
38	New Service	As a disabled person in Temescal Valley we must have a fixed bus route. I cannot drive and the social worker assigned to me could find no help in Riverside County unless I lived in specific cities. She was shocked as most of the country has services for the elderly and disabled. To be behind what rural Red states provide should be embarrassing but I have made requests for years and it seems like no one actually cares about anyone in the area that happens to be disabled or elderly.	Stacey Mitchell	Temescal Valley

## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
39	New Service, Bus stop	<p>To Whom This May Concern,</p> <p>I am a driver with Riverside Transit Agency, that has lived in Southwest Riverside County since 1983. I am honored to be employed in public transit, here in the community I grew up in. I have seen this once "small-town" expand to the community we are today! Not only am I a driver for Riverside Transit Agency, but also a homeowner within the growing community of Menifee and am currently raising children that are in High school &amp; Elementary.</p> <p>There are a couple areas of improvement that I feel needs to be addressed: The 1st being added bus service, or offer school trippers, within the Menifee area of Scott Rd &amp; Leon for the New High School, Liberty High School (Perris Union School District) this school has opened up last year in August of 2021. I know many parents are in need of some type of assistance with transportation to &amp; from the school, especially with the new start times for high school students, along with the location of the school. The area is very desolate, with no safe walking paths or sidewalks, along with more building currently underway. As an employee I know that we do "School Trippers" for couple of schools throughout the County. I am sending this email hoping that the idea can be considered for Liberty Highschool Another stop that I notice needs to be considered is a stop along route 19 is Webster &amp; Ramona Expressway I have a couple of passengers every morning that work at the warehouses on Romona Expressway, they end up crossing Romona expressway to get to the Warehouse's located in that area &amp; traffic is very high at all times of the day I'm just thinking the safety of the passengers. maybe we can extend service across Ramona Express way on Webster??</p> <p>Thank You for this opportunity of allowing me to voice my opinion as a driver.</p>	Roxanne Miller	Menifee
40	Other	Ms. Townsend stated that since the Sears has closed at the Hemet Mall, there is no place to stay cool waiting for a bus. She stated that if a bus could be used as a cooling station in that area or in the mall parking lot, it would greatly help as she has to wait more than 30 minutes for her bus."	Nancy Townsend	Hemet
41	Other	Good morning board chair and county supervisors my name is Anthony Garcia. I was born in Indio and raised in Coachella. I have lived in the Coachella Valley all my life. I rode sunbus when I was a child. That's what inspired me to be a bus operator and have proudly served sunline transit agency for over 26 years. I have seen the changes throughout the valley. I also know who uses our service, who is impacted by our service, and who needs our service. I was told by a sunline Board Member at our last Board meeting that I was mindless and that they need to find a way to make me stop. Another board member, 2nd what they said, and added that we needed to present facts. Shame on them. As they continue to support this general manager when they should be supporting the working class, front line works, person with disabilities, and transit riders who need our public transit service. Fact is I've work in the public transit sector longer than the Lauren Skiver, sunline's general manager and her management team that she put there. I am saddened by what's happened to our transit agency. I ask you, supervisors, is sunline a fueling station or a public transit agency? It's been well over 15 years since we've purchased a new CNG bus. Yet, we produce and sell CNG fuel. According to	Anthony Garcia	Coachella Valley
42	Restore Service	Please reestablish service from Wildomar to Oceanside	Hector Ancyra	Wildomar
43	Safety, Restore Service	2 comments: 1) Drivers should be given the OK to refuse service to mentally ill residents behavior with excessive items brought on the bus. 2) Route 18 southbound to Moreno Valley College needs to return. Disservice to the residents in that area for low income and economically challenged	Joel Johnson	Moreno Valley



## CSTAC Public Hearing Comment Log

No.	Concern	Public Comment	Commentor Name	Community
44	Safety, Vehicle Maintenance	Having problems with hydrogen vehicles and glitches in these systems when people are waiting in 120 degree weather. I ask that you look into these unsafe vehicles and help us provide a change as far as going forward with the technology. Green is good, but these buses aren't working in the desert. They are creating a safety issue and leaving passengers behind in a system that's not working to provide them to go to work and doctors, etc. Drivers are getting assaulted, spit on all because these buses are breaking down and the next driver is coming in and taking the heat from the passengers. I have been there for 26 years, I love my job, but if we continue to the change for hydrogen, we need to look into safety. the steering wheels shut off. I mean the bus shuts off without any warning and the steering wheel gets hard and creates an unsafe working condition. Thank you.	Anthony Garcia	Coachella Valley
45	Safety, Vehicle Maintenance	SunLine member for about 15 years now. My topic mimics Anthony's because we have buses that are braking down. They shut off completely in the middle of the freeway and when these hydrogen buses stop, you have to completely shut it off and wait to go through the motions again to restart and then start it again all hoping you are not going to rear ended on the 10 freeway. These things will shut off like this in the middle of an intersection when you are making a turn. These vehicles are just not working in the desert at all. It is entirely too hot for these vehicles and then we end up leaving passengers stranded waiting for another bus and at times and the next bus that comes up is broken down. We just had two buses broken down the other day. Two buses were towed in at the same time. We have chronic problems now with driver assaults, passenger assaults on buses, attempted hijackings, and we have had a murder on a bus. They are just not safe anymore. With the whole service, something needs to be done and we ask you to look into this. Thank you.	Joseph Rake	Coachella Valley
46	Schedule Changes	Mr. Ruben uses google transit to plan his trips using RTA services in the Hemet – San Jacinto area. With the recent RTA schedule changes, the buses that used to stop at Lincoln and Florida Avenue now stop at Chicago and Florida which is more difficult for me. Mr. Ruben states that the buses are not on schedule and the layover at Chicago is now close to 30 minutes. Mr. Ruben also called 511 and they did not have the updated schedule. What is being displayed google transit is not reality. <del>Please correct the issue</del>	Alton Ruben	Hemet



# **AGENDA ITEM 8**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee Bryce Johnston, Senior Capital Projects Manager Erik Galloway, Project Delivery Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreement for Construction Management Services, Materials Testing, and Construction Surveying for the Interstate 15 SMART Freeway Improvements Project

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 22-31-098-00 to Anser Advisory Management, LLC dba Anser Advisory (Anser) for construction management services, materials testing, and construction surveying for the Interstate 15 SMART Freeway Improvements Project in the amount of \$2,072,210, plus a contingency amount of \$207,221, for a total amount not to exceed \$2,279,431;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**BACKGROUND INFORMATION:**

The Riverside County Transportation Commission, in partnership with Caltrans awarded Agreement No. 21-31-063-00 to WSP USA Inc. (WSP), to provide professional services for preliminary engineering/environmental documents, final design, construction support, and operation support services for Interstate 15 SMART Freeway project (the Project). The Project will improve safety and maintain a steady flow of traffic for this eight-mile section of roadway on northbound I-15 from the San Diego/Riverside County Line to the 15/215 Interchange split in Murrieta which has frequent congestion, especially during peak afternoon commute times. Caltrans is reviewing the 95 percent design and the project team anticipates having a finalized design toward the end of 2022.

## **Procurement Process**

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of construction management services, materials testing, and construction surveying for the Project. Evaluation criteria included elements such as corporate qualifications of the offeror and team, qualifications of key team personnel, construction management organization and staffing, project understanding and approach, materials testing and construction surveying, and the ability to respond to the requirements set forth under the terms of the request for qualifications (RFQ).

RFQ No. 22-31-098-00 for Construction Management Services, Materials Testing, and Construction Surveying for the Interstate 15 SMART Freeway Improvements Project was released by staff on June 7, 2022. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 70 firms downloaded the RFQ; 10 of these firms are located in Riverside County. A pre-submittal meeting was held on June 22, 2022 and attended by 10 firms. Staff responded to all questions submitted by potential proposers prior to the June 30, 2022, clarification deadline. Five firms – Anser Advisory (Santa Ana); Arcadis-US, Inc. (Riverside); Falcon Engineering Services (Corona); HDR Engineering, Inc (Riverside); and Southstar Engineering and Consulting (Riverside) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on July 13, 2022. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel, city of Temecula, and Caltrans staff.

Based on the evaluation committee's assessment of the written statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited two firms (Anser and Arcadis-US, Inc.) to the interview phase of the evaluation and selection process. Interviews were conducted on August 2, 2022.

As a result of the evaluation process, the evaluation committee recommends contract award to Anser for construction management services, materials testing, and construction surveying for the Interstate 15 SMART Freeway Improvements Project, as this firm earned the highest total evaluation score.

Subsequently, staff negotiated the price received from Anser for the Project services and established a fair and reasonable price. Staff recommends award of Agreement No. 22-31-098-00 for construction management services, materials testing, and construction surveying for the Interstate 15 SMART Freeway Improvements Project in the amount of \$2,072,210, plus a contingency amount of \$207,221, for a total amount not to exceed \$2,279,431. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the


Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**FISCAL IMPACT:**

The Anser agreement in the amount of \$2,279,431 will be funded with the following fund sources:

- Congestion Mitigation and Air Quality (CMAQ) - \$2,279,431

The amount noted for funding source is an estimate at this time. Additional funding sources may become available at a later date. Modifications to the corresponding amount for funding source may be made at the time of budget development during the upcoming fiscal years.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	2022/2023 2023/2024+	Amount:	\$700,000 \$1,579,431
Source of Funds:	CMAQ			Budget Adjustment:	No
GL/Project Accounting No.:	003051 81302 00000 0000 261 31 81301				
Fiscal Procedures Approved:				Date:	10/18/2022

Attachment: Draft Agreement No. 22-31-098-00 with Answer

<p><i>Approved by the Western Riverside County Programs and Projects Committee on October 24, 2022</i></p>					
In Favor:	10	Abstain:	0	No:	0





PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE

RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
ANSER ADVISORY MANAGEMENT, LLC DBA ANSER ADVISORY  
FOR  
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND  
CONSTRUCTION SURVEYING  
FOR THE  
INTERSTATE 15 SMART FREEWAY IMPROVEMENTS PROJECT

Parties and Date.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and ANSER ADVISORY ("Consultant"), a Corporation. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment for professional services provided under this Agreement is federal funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: CMAQ

E. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Construction Management services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services for the Interstate 15 SMART Freeway Improvements Project ("Project"), as set forth in this Agreement.

#### Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply professional construction management services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Caltrans Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full

access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on November 30, 2026, unless extended by contract amendment.

5.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates **Lucas Rathe** to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's

Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: **Lucas Rathe, Musaab Al Madhadi, and Jason Stack.**

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times

be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's

Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner

affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. The overhead rates included in the attached Exhibit "C" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of NINETY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE DOLLARS (93,651.00). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.



19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21 Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission  
Attention: Accounts Payable  
P.O. 12008  
Riverside, CA 92502

19.8 The total amount payable by Commission including the fixed fee shall not exceed **Two Million, One Hundred Fifty-Five Thousand, Seven Dollars (\$2,123,007)**.

19.9 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.10 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

21. Termination.

21.1 Commission reserves the right to terminate this Agreement for any or no reason upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

21.4 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

21.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

21.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

21.8 Consultant may not terminate this Agreement except for cause.

## 22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR,

Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

22.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

23. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor, Commission, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

26.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

26.4 All subcontracts in excess \$25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

27.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day’s work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day (“Eight-Hour Law”), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.



Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

28.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

28.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in

any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

### 30. Insurance.

30.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to

procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the

Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

30.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s or Caltrans’ insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(c) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

30.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that

insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 29 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions

for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

33. Prohibited Interests.

33.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

33.2 Consultant Conflict of Interest (Construction Management/ Administration).

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list



current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

33.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work

to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

38. Time of Essence. Time is of the essence for each and every provision of this Agreement.

39. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:  
Anser Advisory  
2677 N. Main Street, Suite 400  
Santa Ana, CA 92705  
Attn: Lucas Rathe

COMMISSION:  
Riverside County Transportation Commission  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92501  
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

41. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

44. Provisions Applicable When Federal Department of Transportation Funds Are Involved. When funding for the Services provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

48. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Anne Mayer Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p>CONSULTANT</p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"

SCOPE OF SERVICES

[attached behind this page]

DRAFT

The Riverside County Transportation Commission is seeking proposals from qualified engineering professionals to provide Construction Management (CM), Materials Testing, and Construction Surveying services for construction of the I-15 SMART Freeway Improvements Project located in the City of Temecula in the County of Riverside, CA. The project includes constructing various civil improvements and installation and integration/commissioning of Intelligent Transportation System (ITS) devices at three interchanges (Winchester Road north bound, Rancho California Road north bound, and Temecula Parkway north bound), and along the north bound main line freeway, using two separate contracts.

Services will include pre-construction plan, specification, and estimate (PS&E) review, bid analysis, construction inspection; preparation of progress payments and change orders, schedule and claim analysis; Contractor interface and contract administration; office engineering; and other assorted duties as appropriate for construction management, as well as materials testing, construction surveying, and project closeout tasks. Inspection of the installation, integration, and commissioning of the ITS, coordinated adaptive ramp metering (CARM) devices, and communication systems.

Management of the ITS contractor during operations and maintenance of the ITS and CARM system is required to ensure continued performance of the systems during the 2-year demonstration period. This requires 24 hour a day / 7-days a week support and oversight. The CM consultant will be required to ensure the ITS contractor responds to maintenance requests within 24 hours to ensure the systems remain operational.

The project's final design is scheduled for completion by September 2022.

### **Background Information**

The following information will be available on the Commission's website located at [www.rctc.org/doing-business/](http://www.rctc.org/doing-business/).

65% Plan set

65% Standard Special Provisions (will be released at a later date)

65% Engineer's estimate (will be released at a later date)

Design Engineering Evaluation Report (DEER)

Estimated Working Days

- CIVIL Construction Works - 190 working days
- ITS Construction Works - 193 working days
- ITS Operations and Maintenance - 474 working days

### **Construction Schedule (Tentative)**



It is anticipated that the project will be advertised as two separate construction contracts 1) Civil Works 2) ITS / CARM system installation, commissioning, operations, and maintenance.

The anticipated construction schedule for the project is shown below:

#### CIVIL WORKS

Advertisement Date:	November 3, 2022
Bids Due:	December 15, 2022
Recommendation to Committee:	January 23, 2023
Anticipated Commission Award:	February 8, 2023
Notice to Proceed	March 9, 2023
Anticipated Completion Date	November 2023
Complete Close-Out	Jan 2024

#### ITS WORKS

Advertisement Date:	January 26, 2023
Bids Due:	March 9, 2023
Recommendation to Committee:	April 24, 2023
Anticipated Commission Award:	May 10, 2023
Notice to Proceed	June 8, 2023
Anticipated Completion Date	January 2024
Complete Close-Out	March 2024
Operations and Maintenance Monitoring	March 2024 to January 2026

## **Performance Requirements**

**Construction Management:** OFFEROR shall furnish a Project Manager or a Resident Engineer as a single point of contact for this agreement and to coordinate OFFEROR'S operations with COMMISSION. The single point of contact shall be responsible for all matters related to OFFEROR'S personnel and operations. The Resident Engineer shall be in responsible charge of construction activity within the Project. The Resident Engineer shall be a Civil Engineer, registered in the State of California. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. If the Resident Engineer is not also a registered Landscape Architect, a registered Landscape Architect shall be assigned to the project responsible for daily on-site inspections and decisions regarding highway planting and the irrigation systems that comprise a portion of the Project.

The number of OFFEROR personnel assigned to the project will vary throughout the duration of the agreement. OFFEROR personnel shall be assigned, in varying levels of responsibility, as needed by the OFFEROR to meet the project schedule, project requirements, and construction activities.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for OFFEROR personnel may be required.

OFFEROR personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations related to construction and construction engineering. OFFEROR personnel shall cooperate and consult with COMMISSION, State, and City officials during the course of the Project. Offeror shall consult with and coordinate activities of third-party agencies and utilities. OFFEROR personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. OFFEROR personnel shall keep accurate and timely records and document all work performed by the Contractor and OFFEROR.

OFFEROR shall monitor for Contractor's compliance with the labor standards provisions of the contract and the related wage determination decisions of the Secretary of Labor.

OFFEROR personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions or superseded/augmented by Commission's procedures

**Materials Testing:** The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. OFFEROR personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction Contractor.

A field technician may be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. OFFEROR personnel will be available within two (2) days of written notification by COMMISSION.

It is the intent of COMMISSION to maintain a consistency of material testing quality throughout each phase of each project. OFFEROR is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, OFFEROR will not provide services unless authorized by the COMMISSION Construction Manager.

If a member of OFFEROR's personnel is on a leave of absence, OFFEROR's project manager/RE will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with COMMISSION and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with permit requirements, the project plans and specifications. OFFEROR's personnel will keep records and document the work as directed by the Resident Engineer.

OFFEROR personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the project. Local agencies will retain jurisdictional control for local traffic control.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards as modified by the Commission's General Conditions and procedures.

**Construction Surveying:** OFFEROR will furnish surveying crew(s) to perform construction surveys for the project. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. OFFEROR personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of COMMISSION to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, OFFEROR is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey control and staking requirements established for the project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

If OFFEROR's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

OFFEROR personnel will:

- Be knowledgeable of, and comply with all, applicable local, state, and federal regulations.
- Cooperate and consult with COMMISSION officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep contemporaneous records and document work as directed by the Resident Engineer.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards as modified by the Commission's General Conditions and procedures.

### **Duties and Responsibilities**

#### **1. Pre-construction Services**

##### **a. Plan Review**

OFFEROR shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, Resident Engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At a minimum, OFFEROR shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items. OFFEROR'S plan review shall include a review of various discipline plans (e.g., layout, drainage, bridge, landscaping, electrical, etc.) for conflicting or missing information.

b. Schedule

OFFEROR shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to COMMISSION, as appropriate, to ensure efficiency of Contractor and OFFEROR operations and safe and expeditious completion of the Project.

c. Budget

OFFEROR shall review the Project estimate and provide recommendations to COMMISSION, as appropriate, to ensure efficient utilization of funds and control of project costs.

**2. Bid Process**

a. Bid Documents

OFFEROR shall assist COMMISSION, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Review bid questions and draft responses
- 3) Prepare bid tabulations

b. Pre-construction Meetings

OFFEROR shall assist COMMISSION in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, Caltrans, county, cities, utility companies, and developers.

c. Contract Award

OFFEROR shall assist COMMISSION, as requested, with the following tasks:

- 1) Review bids for completeness and responsiveness
- 2) Perform bid analysis
- 3) Coordinate with prospective Contractor for award of construction contract.

All processes will be consistent with procedures outlined by Caltrans for Special Funded Programs.

**3. Project Administration**

- a. OFFEROR shall administer the project construction contract using Caltrans Construction Manual as a guideline.

- b. OFFEROR shall conduct regular project coordination meetings with Contractor, COMMISSION, local agencies, and design engineer, as appropriate.
- c. OFFEROR shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by COMMISSION for approval.
- d. OFFEROR shall establish and maintain Project records. Project record keeping shall include, but are not limited to, RE and Assistant RE daily reports, correspondence, memoranda, contract documents, requests for information (RFIs), change orders, claims, COMMISSION and engineer directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, schedule reviews and preparation of weekly working day statements, quantity calculations and/or documented field measurement/count and Daily Extra Work Reports that support progress payments. OFFEROR shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. OFFEROR shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline. OFFEROR shall transmit certain project records to the Commission using SharePoint, an electronic transfer and collection system.
- f. OFFEROR shall monitor Contractors' construction schedules on an ongoing basis and alert COMMISSION to conditions that may lead to delays in completion of the Project.
- g. OFFEROR shall prepare and submit a Monthly Report for the project. The Monthly Report shall describe construction activity, accomplishments, issues and status of submittals, RFIs, Change Orders and the project budget and schedule status against the approved Baseline Schedule. A minimum of four (4) construction photos shall be submitted with each monthly report.
- h. OFFEROR shall review and ensure compliance with environmental requirements.
- i. OFFEROR shall participate in partnering sessions with the Contractor, COMMISSION, and Local Agencies, if required.
- j. OFFEROR shall assure that the Project meets all provisions of the

Commission and Caltrans Quality Assurance Program Manual. OFFEROR shall prepare and submit a project-specific Quality Assurance Plan (QAP) to the COMMISSION for review and approval. The QAP shall be reviewed quarterly and updated as necessary. All OFFEROR'S project personnel shall indicate their review of the QAP by signature.

- k. OFFEROR shall review Contractors' certified payroll records and other labor compliance records and assure the construction Contractor's compliance with Contract requirements
- l. OFFEROR shall monitor and maintain records to assure that the construction Contractor complies with all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. OFFEROR shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

#### **4. Construction Coordination**

- a. OFFEROR shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. OFFEROR Resident Engineer shall act as the prime point of contact between Contractor, COMMISSION, OFFEROR's construction surveyor, OFFEROR's materials inspector, OFFEROR's public outreach, and utility companies. OFFEROR may, when requested by COMMISSION, act as point of contact between design engineers, cities, and the public.
- c. OFFEROR shall maintain regular contact with COMMISSION's Construction Manager.
- d. OFFEROR shall coordinate relocations and arrangements for power for the site with utility companies and their designees.
- e. OFFEROR shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to COMMISSION. Should COMMISSION determine that changes are necessary, OFFEROR shall process and implement change orders in accordance with contract documents.
- f. OFFEROR shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. OFFEROR shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

- g. OFFEROR shall review shop drawings, coordinating with the Source Inspection Project Manager and Division of Structures as appropriate. OFFEROR shall coordinate resolution of Requests for Information (RFI) with the Commission's designer and communicate actions and status with the Commission's Construction Manager. OFFEROR shall log and track all submittals and requests.
- h. OFFEROR shall provide a qualified SWPPP coordinator who shall review Contractor-prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with COMMISSION. OFFEROR shall cooperate with monitoring agency inspections and field reviews.
- i. OFFEROR shall coordinate the implementation of any changes with the Construction Manager and the design engineer. All change orders shall be prepared using Commission's format and procedures. All change orders will be submitted to Caltrans (on the State Highway System) and the Commission for approval.
- j. OFFEROR shall review and approve falsework, shoring and other temporary work plans.
- k. OFFEROR shall review and approve Traffic Control Plans and forward to local jurisdictions for approval as necessary.
- l. OFFEROR shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

OFFEROR shall review existing highway electrical and traffic systems arrangements with County and arrange, through the construction Contractor, any temporary facilities required during construction.

## **5. Construction Inspection**

- a. OFFEROR shall coordinate all required inspections necessary for the Project. OFFEROR shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. OFFEROR shall notify COMMISSION immediately regarding any directives, recommendations, notices, etc. received from agencies other than COMMISSION before taking action.
- b. OFFEROR shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, permits, all applicable laws, codes, and ordinances.



- c. OFFEROR shall exercise reasonable care and diligence to discover and promptly report to COMMISSION any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. OFFEROR personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and Caltrans Erosion Control and Highway Planting requirements. OFFEROR personnel shall have the ability to read and interpret construction plans and specifications. OFFEROR personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, OFFEROR personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.
- e. Assignments to be performed by OFFEROR personnel shall include, but are not limited to, the following:
  - 1) Earthwork inspection including source and quality of imported and/or fill material and compaction; subgrade and paving inspection including checking alignment and grade; structure work inspection including foundation construction (piling), structure element formwork, reinforcing and prestressing steel installation, concrete placement; subsurface and finish drainage system inspection; signing and striping inspections, electrical and highway traffic system inspection, Landscape hardscape, soil amendment, SWPPP compliance; planting and irrigation installation inspection; fencing; temporary and permanent traffic barriers and device inspection; monitor construction traffic control, material haul routes, and detours, and any other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - 3) Arrange testing in accordance with Caltrans highway materials testing and planting procedures. Arrange for necessary corrective work, as required. Provide comprehensive materials records including materials sources, inspection & test results and documented compliance with specifications.
  - 4) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

- 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to support actual cost of force account work.
- 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 7) Keep records of all deviations from the approved plans to assist the Design Engineer in the preparation of as-built plans. Provide final clearance dimensions from roadways to bridge soffits.
- 8) Providing inspections for environmental compliance. Coordinate with third-party consultants or stake holders for special monitoring or inspections and disposal of hazardous material, if required.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 11) Coordinate Contractor's lane traffic closures with County and the Sheriff including, when necessary, the provision of CHP services for COZEEP operations. Maintain records of COZEEP participation to support the Commission's payment process for the CHP.
- 12) Monitor work associated with Temporary Construction Easements and communicate with land owners through the Commission's representatives.
- 13) Other duties as may be required or reasonably requested.

f. ITS/CARM/Traffic Signalization Inspection

- a. In addition to the Inspection requirements outlined in Sections 5a to 5e the following are required for the ITS/CARM/Traffic Signalization Inspection.
- b. OFFEROR shall provide an inspector who is experienced in the installation, integration and commissioning of ITS/CARM/Traffic signalization system.
- c. OFFEROR shall ensure the Contractor is performing the work for the ITS/CARM/Traffic Signalization as per the contract documents and the manufacturer's recommendations.
- d. OFFEROR shall identify any difficulties with the installation and commission of the systems early and provide recommendations on how to address and rectify to ensure the project remains on schedule.

- e. OFFEROR shall meet with the ITS/CARM/Traffic Signalization manufacturer's to ensure their staff are trained in the specific requirements for the equipment.
- f. OFFEROR shall monitor and document the Contractor's installation, integration, and commission of the ITS/CARM/Traffic Signalization equipment.
- g. OFFEROR shall coordinate as necessary with the software manufacturer and ITS/CARM/Traffic Signalization operator to ensure the Contractor has properly configured the system.
- h. OFFEROR shall coordinate any site visits / inspections by the ITS/CARM/Traffic Signalization manufacturers or software developer.

## **6. Project Support**

### **a. Construction Surveys**

OFFEROR shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. OFFEROR may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The survey effort shall assist the Construction Management team in all phases of construction. The Resident Engineer will assign survey work by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

#### **1) Construction Surveys**

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including but not limited to:

- Utility locations
- Clearing limits
- TCE and R/W limits
- Slope staking

- Rough grade
- Finish grade
- Storm drain, sanitary sewer, and irrigation system
- Drainage structures
- Curb, gutters, sidewalk
- Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwall)

Monitor foundation for settlement, if required

Provide measurements to support earthwork quantity calculations

Global Positioning Satellite (GPS) equipment shall be made available if required by the COMMISSION

## 2) Right of Way Lines

Existing right of way will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.
- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- Right of Way Surveys. Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and staking for right of way fences.
- Final monumentation. Includes setting of centerline points of control upon completion of construction.

## 3) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

b. Materials Testing and Geotechnical Services

OFFEROR will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Material plant, Laboratory, and field materials sampling, and testing will be used to ensure, concrete, hot mix asphalt, pavement, and embankment construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing shall be performed in accordance with California Test Methods.

OFFEROR will be responsible for the accuracy and completeness of all test data compilation and results.

c. Permits

OFFEROR shall review the project for permit compliance and coordinate with COMMISSION and the design engineer to ensure that necessary permits are obtained. OFFEROR shall assist COMMISSION in the coordination, timely processing and verification of approval for all permits. OFFEROR shall maintain permits and permit documentation on site.

d. Operations and Maintenance Management (2-year Demonstration period)

OFFEROR shall provide a staff member experienced in ITS, CARM, Signalization, traffic metering, or other electronic detection/monitoring systems operations and maintenance.

OFFEROR shall provide the Operations and Maintenance Staff with the necessary vehicle and equipment to perform their work.

OFFEROR shall understand the Operations and Maintenance will be 24 hours a day / 7 days a week and the Contractor may need to perform work on weekends or holidays.

OFFEROR's Operations and Maintenance Staff will monitor the ITS and identify any issues that arise impacting the systems operations. The Operations and Maintenance Staff will notify the Contractor of the issue and ensure the Contractor has a crew on site within 24-hours of notification.

OFFEROR shall implement a defect tracking system, that shall detail the follow-up, repairs, corrections made and document the close out of each defect.

OFFEROR staff will manage the Contractor's operations and maintenance crew and will ensure the crew is addressing any maintenance issue with the ITS. This may include:

- Monitoring system alarms and triaging actions required to ensure continuing operations.
- The system will notify the contractor and CM of malfunctioning equipment.
- The CM shall confirm the contractor is aware the system is non-operational.
- Join the contractor at the site for inspections and monitor any maintenance performed.
- Ensure any traffic control or lane closures are scheduled to perform the work, where necessary.
- Ensure Caltrans, City, or local Agencies affected by the work are provided adequate notice.
- Ensure the maintenance performed is in compliance with the contract requirements and manufacturer's specifications / requirements.
- Documenting the maintenance performed and identifying the contractor crew, equipment, and materials used, hours worked etc.
- Review contractor submissions of maintenance reports.
- Review contractor submission of request for reimbursement for repairs or work that the contractor does not consider maintenance. OFFEROR staff will review the request, contract documents, and work performed to provide a determination and recommendation to the COMMISSION if reimbursement of the work is valid.
- Ensure the Contractor provides an Operations and Maintenance schedule that details both preventative and corrective maintenance required to ensure optimal performance of the systems.
- Review and provide comments on the Contractor's Operations and Maintenance schedule, compare to the equipment and contract requirements and ensure it complies with the recommended maintenance intervals.
- Monitor the Contractor's performance against the approved Operations and Maintenance schedule.
- Monitor the Contractor's performance of debris/trash removal or equipment cleaning that is or may impair the devices operations.
- Provide weekly reports on the operations and maintenance activities.
- Track repetitive maintenance issues and coordinate with the Contractor and/or the manufacture to identify methods or changes to reduce the issues.

## **7. Cost and Schedule**

a. OFFEROR shall prepare and track the following:

1. Contract pay item quantities, materials-on-hand and progress payments

2. Extra work/Compensation adjustment payments
  3. Contract change orders
  4. Supplemental work items
  5. Agency-furnished materials
  6. Contingency balance
  7. Project budget
  8. Anticipated final cost
- b. OFFEROR shall review and monitor Contractor's schedule and inform COMMISSION of any significant changes or deviations in the schedule.
- c. OFFEROR shall provide and maintain a Project staffing plan of field office personnel. In cooperation with COMMISSION, the staffing plan shall be periodically updated to reflect Project progress and needs.

**8. Contract Change Orders and Claims**

- a. OFFEROR shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to COMMISSION shall be accompanied by OFFEROR recommendations. Where applicable, OFFEROR shall convey proposed changes to design engineer, Caltrans Oversight Engineers or other project principals. If the requested changes are accepted, OFFEROR shall negotiate and prepare appropriate Contract Change Orders.
- b. OFFEROR shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, OFFEROR shall consult with COMMISSION prior to its preparation. Unless directed otherwise by COMMISSION, the preferred method of payment for Contract Change Orders should be as follows:
1. Agreed Price
  2. Adjustment in compensation to a bid item
  3. Time and materials or Force Account
- c. OFFEROR shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. OFFEROR shall assist COMMISSION, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against COMMISSION or the Project.

## **9. Safety**

In addition to the requirements specified elsewhere in this agreement, the following shall also apply:

- a. OFFEROR shall implement a comprehensive safety program including preparation of a project-specific Accident/Illness Prevention Plan and conduct regular tail-gate safety meetings for OFFEROR personnel. OFFEROR shall provide a monthly report of traffic and site safety incidents, accidents and issues to the COMMISSION as part of the Monthly Report.
- b. OFFEROR shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. OFFEROR shall provide appropriate safety training for all OFFEROR field personnel.
- d. OFFEROR shall provide all necessary safety equipment as required for OFFEROR personnel.

## **10. Project Close Out**

- a. OFFEROR shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. OFFEROR shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including utility locations, electrical system element locations and system requirements, prestressing drawings and pile logs, as applicable.
- c. OFFEROR shall review and verify completeness of as-built drawings.
- d. OFFEROR shall conduct a final walk-through with COMMISSION, Caltrans, Local Agencies, Contractors, and design engineers.
- e. OFFEROR shall prepare final construction reports including the Project Completion Report in the format and content requirements set forth by the COMMISSION.
- f. OFFEROR shall prepare and deliver to COMMISSION all project files in hard copy and/or electronic format.
- g. OFFEROR shall assist COMMISSION and Contractor in obtaining final release of all project permits.



- h. OFFEROR shall obtain from the Contractor the CARM configuration files and software documentation as part of the as-builts for the project.
- i. OFFEROR shall obtain from the Contractor the functional configuration audit and signed off inspection and test reports from the commissioning of the ITS systems as part of the as-builts.

**DELIVERABLES.** NOTE: The OFFEROR shall maintain records as described below in the Construction Field Office. In addition, certain records shall be transmitted electronically as the work proceeds to the Commission using SharePoint and/or Laserfiche per the Commissions procedures.

- a. Inspector daily reports, extra work diaries, Landscape Architect, and Resident Engineers' daily diaries.
- b. Monthly Project Activity Summary Reports.
- c. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- d. Contractor final payment documents, delivered to COMMISSION no later than ten (10) working days after acceptance by COMMISSION of the completed construction project.
- e. Project Completion Report.
- f. All project files, project reports, correspondence, memoranda, shop drawings, project logs, schedule analyses and weekly working day statements, change order data, claims and claim reports, and Contractor payment records.
- g. Certified payrolls and fringe benefit statements for all employees, OFFEROR and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- h. All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests shall be immediately reported to the Resident Engineer or Structures Representative. All test results shall be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept. All test equipment shall be calibrated per California Test requirements and regularly verified.

- i. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
1. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  2. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

- j. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of COMMISSION. A copy of all survey documents furnished by COMMISSION shall be retained by OFFEROR for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- k. Survey deliverables shall follow the format specified below:
- Horizontal Control
  - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
  - Vertical Control
  - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - Topography
  - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

I. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements

m. Other

As specified in the survey request.

**Equipment and Materials to be provided by Offeror**

1. OFFEROR will provide appropriate office space and equipment to support a project of this size and duration.
2. OFFEROR shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, OFFEROR Cost Proposal, shall be reimbursed by COMMISSION.
3. OFFEROR personnel shall provide vehicles for field personnel suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
4. OFFEROR personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, OFFEROR shall provide a base station at the field office.
5. OFFEROR personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
6. For Materials Testing, OFFEROR and its staff shall be fully equipped at all times to perform the services required, including but not limited to the following:
  - a. Materials testing on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an

efficient, time effective manner. The laboratory shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- b. OFFEROR's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. OFFEROR vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. OFFEROR shall furnish magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this agreement.

Each vehicle shall be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

- c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
- d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

- 7. For construction surveying, OFFEROR and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

- a. Survey vehicles

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

- b. Data Processing Systems

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

- c. Drafting equipment and supplies.
- d. Digital calculators.
- e. Hand tools as appropriate for the requested survey work.
- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
  - Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
  - Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
  - Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - Prisms, sufficient to perform the required work.
  - Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

### **Materials to be Furnished by Commission**

1. COMMISSION will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. COMMISSION will provide copies of all previously secured permits and Project authorizations.

### **Standards**

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Contract documents and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by OFFEROR shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and COMMISSION will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this agreement. Any OFFEROR employee who does not perform adequately will be replaced if directed by the COMMISSION Construction Manager.

### **Availability and Work Hours**

The typical workday includes all hours worked by COMMISSION's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for OFFEROR's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, OFFEROR services will not be provided unless authorized by the COMMISSION Construction Manager.

Unless otherwise directed by COMMISSION, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by COMMISSION.

### **Limitations to Authority**

OFFEROR does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by COMMISSION.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by COMMISSION.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

### **Third Party Relationships**

This Agreement is intended to provide unique services for a specific project. In the development of the Project, COMMISSION has worked closely with various agencies and others in the preparation of the construction documents and other Project related materials. COMMISSION, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. OFFEROR shall take direction **only** from COMMISSION and shall regularly inform **only** COMMISSION of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, OFFEROR may find occasion to meet with City representatives, the design engineer, Project Offerors, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While COMMISSION enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, OFFEROR shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from COMMISSION. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to COMMISSION. Distribution of Project related communication and information shall be at the sole discretion of COMMISSION representatives.

### **Construction Site Safety**

In addition to the requirements specified elsewhere in this agreement, the following also will apply:

1. OFFEROR will conform to the safety provisions of the Caltrans Construction Manual.
2. OFFEROR's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soles at all times while working in the field.
3. OFFEROR will provide appropriate safety training for all OFFEROR's personnel.
4. All safety equipment will be provided by OFFEROR.



### **Basis for Survey and Monument Staking**

COMMISSION will designate the existing horizontal and vertical control monuments that are the basis of OFFEROR performed surveys. COMMISSION will provide the California Coordinate System values and/or elevation values for these monuments. OFFEROR shall adjust OFFEROR performed surveys to be the designated control monuments and the values.

Monuments established by OFFEROR shall be marked by OFFEROR with furnished disks, plugs, tags. In addition, OFFEROR shall identify OFFEROR established monuments by tagging or stamping the monuments with the license or registration number of OFFEROR'S surveyor who is in "responsible charge" of the work.

### **Personnel Qualifications and Responsibilities**

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by COMMISSION.

EXHIBIT "B"

SCHEDULE OF SERVICES

[attached behind this page]

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Figure 4.1 - CPM Schedule

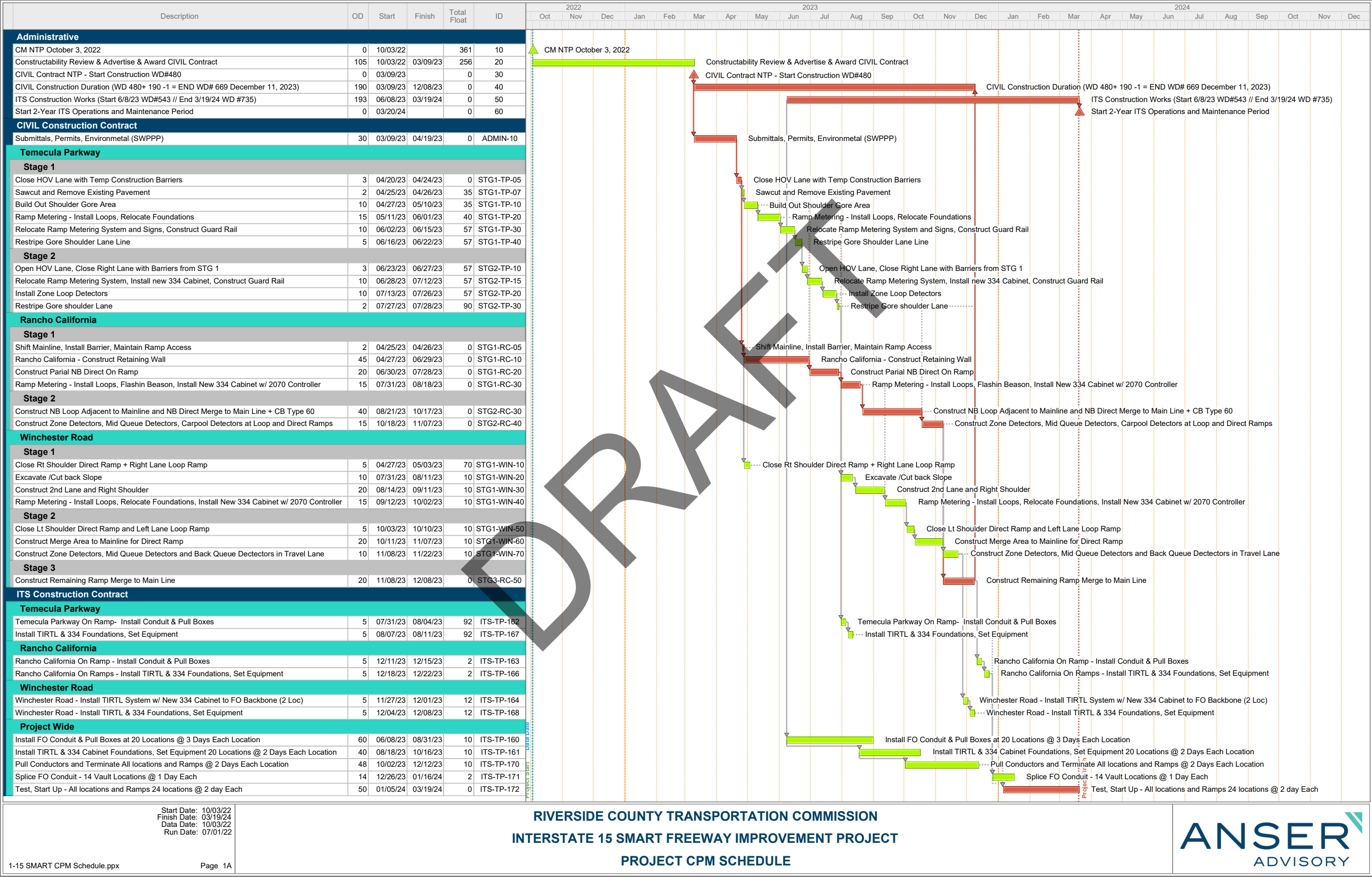


EXHIBIT "C"  
COMPENSATION PROVISIONS

[attached behind this page]

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# EXHIBIT "C"

## COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
Anser Advisory	Construction Management Services	\$ 1,003,621
<b>Sub Consultants:</b>		
Leighton	Material Testing	\$ 107,535
Dynamic Engineering Services	Electrical Inspection	\$ 408,155
STC Traffic, Inc.	ITS Inspection/Commissioning	\$ 405,730
CL Surveying & Mapping	Project Survey	\$ 115,467
Ultrasystems Environmental	Environmental Compliance	\$ 31,702
<b>TOTAL COSTS</b>		<b>\$ 2,072,210</b>

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

EXHIBIT "D"

FEDERAL DEPARTMENT OF TRANSPORTATION  
FHWA AND CALTRANS REQUIREMENTS

[attached behind this page]

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## 1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## 2. DEBARMENT AND SUSPENSION CERTIFICATION

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

### 3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.



#### 4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

#### 5. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants 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 prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

#### 6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

#### 7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "E" of this Agreement in compliance with the Caltrans DBE program, and a final utilization report in the form provided by the Commission.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. This Agreement has a 22% DBE goal. The Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## 8. DBE PARTICIPATION GENERAL INFORMATION

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner

must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.

E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 9. COMMERCIALLY USEFUL FUNCTION

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a

subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## 11. DBE RECORDS

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

In addition to all other requirements, Consultant shall complete and submit, on a monthly basis, the Monthly DBE Payment form (Caltrans Exhibit 9-F of Chapter 9 of the LAPM).

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## 12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## 13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. 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 Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use 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, as 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.

#### 14. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

#### 15. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## 16. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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EXHIBIT "E"

CONSULTANT DBE COMMITMENT

[attached behind this page]

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Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %

EXHIBIT “F”

DISCLOSURE OF LOBBYING ACTIVITIES

[attached behind this page]

DRAFT

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)	
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: <u>C. Halvorson</u> Print Name: <u>Craig Halvorson</u> Title: <u>Regional Managing Director EVP</u> Telephone No.: <u>714-276-1135</u> Date: <u>7-13-22</u>		Authorized for Local Reproduction Standard Form - LLL

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# **AGENDA ITEM 9**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 9, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee David Knudsen, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	State and Federal Legislative Update

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file an update on state and federal legislation.

**BACKGROUND INFORMATION:**

**State Update**

The Legislature concluded its 2022 session by sending 1,166 bills to Governor Gavin Newsom for signature or veto. By October 1, 2022, the Governor signed 997 bills and vetoed 169 bills, a veto rate of 14.5 percent.

The 169 bills vetoed by the Governor included ones opposed by RCTC, including AB 1951 (Grayson). The bill would have expanded the existing sales and use tax exemption for new equipment purchases by manufacturers, to include local voter-approved sales and use taxes for the next five years. While understanding the economic benefits that an expanded manufacturer's sales tax exemption could bring, RCTC submitted a veto request to Governor Newsom on September 8 on the grounds that including local sales taxes in the exemption could harm RCTC's ability to build the infrastructure needed to support residents and the local, state, and national economy. Beyond sales tax revenue alone, the bill would have also impacted RCTC's ability to finance infrastructure improvements backed by projected Measure A revenue. The Governor's veto message echoed concerns regarding impact transportation services and other local government functions.

Another bill vetoed by the Governor was AB 2438 (Friedman). AB 2438 would have integrated strategies identified in the Climate Action Plan for Transportation Infrastructure (CAPTI) into various transportation funding programs and required future iterations of the California Transportation Plan to be fiscally constrained. On September 8, staff sent a letter to the Governor requesting he veto AB 2438. RCTC was joined by several labor groups, the Self-Help Counties Coalition, the California Association of Councils of Governments, the San Bernardino County Transportation Authority, the Orange County Transportation Authority, and other transportation advocacy groups, in its opposition to the bill due to concerns about the potential

for it to impact the ability of transportation planning agencies to invest in operational improvements on roadways and highways while transiting to multimodal transit systems. In his veto message, the Governor indicated that the state is already taking the climate action called for in the legislation and expressed concern for language that would have codified the first version of CAPTI, precluding the state from adapting the plan in the future.

Governor Newsom did sign SB 1121 by Senator Lena Gonzalez, Chair of the Senate Transportation Committee. Supported by RCTC, the bill requires the California Transportation Commission (CTC) every five years to develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. In developing the needs assessment, the CTC would be required to consult with relevant stakeholders, including, but not limited to, metropolitan planning organizations, county transportation commissions, regional transportation planning agencies, local governments, and transit operators. In addition, the bill requires the CTC to estimate the cost to provide for future growth of the state and local transportation system in the needs assessment and must include the cost to address climate change impacts. RCTC previously opposed AB 2237 (Friedman) and AB 2438 (Friedman) due to concerns regarding legislative efforts that prematurely restructure how transportation projects are planned, funded, and delivered, without a comprehensive analysis of infrastructure and service need, nor increased funding and regulatory flexibility. RCTC supported SB 1121 because it provides a meaningful first step as the state explores how to advance climate action goals by transitioning our transportation systems to multimodal transit alternatives.

The Legislature passed and the Governor signed AB 2594, authored by Assemblymember Phil Ting. AB 2594 changes various processes in the enforcement and collection of tolls and associated penalties, the sale of transponders and other electronic toll collection device mechanisms, and how rental cars can use the toll facilities. The bill was primarily informed by a report authored by the San Francisco Bay Area Planning and Urban Research Association (SPUR), a non-profit organization based in the Bay Area focused on advocating for increased equity and sustainability in urban planning and project design. While the Commission did not take a formal position on AB 2594, staff working with the other toll agencies within the California Toll Operators Committee and the author's office agreed on several amendments that removed the general opposition of all toll agencies within the state. Although the bill had numerous amendments, it will still enact several new requirements focused on creating added equity in the operation of toll facilities. This includes allowing for payment plans, revising state statutory limits on toll penalties, and allowing for more consistency in customer service across toll agencies. As a result of these successful negotiations, the author of the bill has also agreed to explore the potential for future legislation to address concerns toll agencies have advocated over the last few years related to interoperability requirements and communications.

The Legislature is adjourned until December 5, 2022.



## ***State Budget Update***

In a sign of fiscal caution, many of the bills vetoed by Governor Newsom relate to ongoing spending obligations that were not negotiated within the budget. This is significant not just for the outlook for future budgets, but also for the future year spending proposed in budget packages. Unless funds are specifically allocated in a given budget for that fiscal year, any funds that are otherwise proposed for future fiscal years are not binding and therefore may not come to fruition. While one-time spending was increase due to the unprecedented budget surplus, the California Department of Finance announced that revenues are coming in roughly \$4.4 billion below what was projected earlier this year.

## **Federal Update**

### ***FY 2023 Appropriations Bills***

On September 30, 2022, President Biden signed a Continuing Resolution that will fund the federal government through December 16<sup>th</sup>. Because Congress has yet to pass any of the 12 appropriations, negotiations will continue in order to reach an agreement on spending levels that will allow these bills to pass when Congress returns after the midterm elections. Two Community Project Funding requests remain pending – a \$3 million request from Representative Calvert for the 15 Express Lanes Southern Extension and a \$3 million request from Representative Takano for the Third Street Grade Separation in Riverside.

### **FISCAL IMPACT:**

This is a policy and information item. There is no fiscal impact.

#### **Attachments:**

- 1) State and Federal Update Legislative Matrix – October 2022
- 2) AB 1951 Veto Request Letter
- 3) Governor’s Veto Message – AB 1951
- 4) AB 2438 Veto Request Letter
- 5) Governor’s Veto Message – AB 2438



## RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – OCTOBER 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>AB 1951 (Grayson)</b>	This bill would, on and after January 1, 2023, and before January 1, 2028, make this a full exemption of sale and use tax for purchases not exceeding \$200,000,000 for qualified manufacturing equipment.	Vetoed by Governor  September 15, 2022	<i>Opposed</i>  <i>Staff action based on platform</i>	Sept. 8, 2022
<b>SB 1121 (Gonzalez)</b>	This bill would require the California Transportation Commission (CTC) to develop and update every five years a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. In developing the needs assessment, the CTC would be required to consult with relevant stakeholders, including, but not limited to, metropolitan planning organizations, county transportation commissions, regional transportation planning agencies, local governments, and transit operators. In addition, the bill requires the CTC to estimate the cost to provide for future growth of the state and local transportation system in the needs assessment and must include the cost to address climate change impacts.	Signed by Governor  September 23, 2022	<i>SUPPORT</i>  <i>Staff action based on platform</i>	June 15, 2022
<b>AB 2344 (Friedman)</b>	If enacted as written, AB 2344 would require Caltrans, in consultation with the Department of Fish and Wildlife (DFW), to establish a wildlife connectivity project list of wildlife passage projects. The bill would require the list to be included in the wildlife connectivity action plan and require Caltrans and DFW to prioritize the implementation of projects on the list based on specified factors, including, among others, the project's ability to enhance connectivity and permeability within a connectivity area or natural landscape area identified in the wildlife connectivity action plan.	Signed by Governor  September 30, 2022	<i>OPPOSE Unless Amended</i>  <i>Staff action based on platform</i>	June 3, 2022
<b>SB 1410 (Caballero)</b>	This bill would require, by January 1, 2025, to conduct and submit to the Legislature a study on the impacts and implementation of the guidelines described above relating to transportation impacts. The bill would require the office, upon appropriation, to establish a grant program to provide financial assistance to local jurisdictions for implementing those guidelines.	Failed to pass Appropriations Committee  August 11, 2022	<i>Support</i>	May 11, 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>AB 2237 (Friedman)</b>	AB 2237 would limit use of State Transportation Improvement Program funding and reframe the administration of such, while also seeking a redefinition of the roles and responsibilities for metropolitan planning organizations	Failed to pass Transportation Committee  June 16, 2022	<i>OPPOSE</i>	May 11, 2022
<b>AB 2438 (Friedman)</b>	<p>This bill would require the agencies that administer those programs to revise the guidelines or plans applicable to those programs to ensure that projects included in the applicable program align with the California Transportation Plan, the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency, and specified greenhouse gas emissions reduction standards.</p> <p>The bill would require the Transportation Agency, the Department of Transportation, and the California Transportation Commission, in consultation with the State Air Resources Board and the Strategic Growth Council, to jointly prepare and submit a report to the Legislature on or before January 1, 2025, that comprehensively reevaluates transportation program funding levels, projects, and eligibility criteria with the objective of aligning the largest funding programs with the goals set forth in the above-described plans and away from projects that increase vehicle capacity.</p>	Vetoed by Governor  September 29, 2022	<i>OPPOSE</i> <i>Staff action based on platform</i>	March 24, 2022
<b>AB 1778 (Cristina Garcia)</b>	This bill would prohibit any state funds or personnel time from being used to fund or permit freeway widening projects in areas with high rates of pollution and poverty.	Failed passage to pass Senate Committee on Transportation  June 29, 2022	<i>OPPOSE</i>	March 9, 2022
<b>AB 1499 (Daly)</b>	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	Signed by Governor  September 22, 2021	<i>SUPPORT</i>	April 14, 2021
<b>SB 623 (Newman)</b>	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	Failed to Pass House of Origin by January 31, 2022 deadline.  February 1, 2022	<i>SUPPORT</i>  <i>Staff action based on platform</i>	April 5, 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>SB 261 (Allen)</b>	This bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.	Failed to Pass House of Origin by January 31, 2022 deadline.  February 1, 2022	<i>OPPOSE</i>	May 12, 2021
<b>Federal</b>				
<b>HR 972 (Calvert)</b>	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Ordered Reported by the House Committee on Natural Resources  July 14, 2021	<i>SUPPORT</i>  <i>Staff action based on platform</i>	June 11, 2021





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 Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208  
 951.787.7141 • [rctc.org](http://rctc.org)

September 8, 2022

Governor Gavin Newsom  
 State of California  
 1021 O Street, Suite 9000  
 Sacramento, California 95814

**RE: Veto Request – AB 1951 (Grayson)**

Dear Governor Newsom:

On behalf of the Riverside County Transportation Commission (RCTC), I write in opposition to AB 1951 (Grayson) and request a veto of this legislation. If chaptered into law, the bill would expand the existing sales and use tax exemption for new equipment purchases by manufacturers, to include local voter-approved sales and use taxes for the next five years. This bill could reduce local sales tax revenue by an estimated \$2 billion statewide. Furthermore, the bill could impact both the credit ratings of public agencies that bond against that revenue and the ability to meet current, future, or both current and future debt service obligations for which sales and use tax is the pledged source for repayment.

AB 1951 would usurp the will of voters that have already approved transportation sales tax measures and fails to recognize the depth of funding self-help counties, like Riverside County, invest in transportation statewide. Riverside County residents approved in 1988 and again in 2002 Measure A, a half-cent sales tax that funds improvements for all transportation modes, including highways, commuter rail, public transit, rideshare programs, complete streets, and even habitat conservation. Some of RCTC's most consequential projects have been financed with the backing of the Commission's credit, thanks to the reliable revenue source Measure A provides. If signed into law, AB 1951 could harm RCTC's ability to seek financing, resulting in either higher interest rates, higher borrowing costs to deliver similar programmed projects, or both. It has taken decades to deliver some of these projects due to insufficient state and federal funding and cumbersome regulatory approval processes, and measures such as AB 1951 do not help and set a terrible precedent. We committed to our residents, based on their vote to support this Measure, to get the job done.

RCTC supports economic development efforts and sees its mission of providing multi-modal mobility solutions for the residents and businesses of Riverside County as inextricably linked to the performance of our local economy and prosperity of our communities. The benefit to manufacturers that AB 1951 seeks to provide comes at a cost to RCTC's ability to maintain regional infrastructure relied upon for the supply chain and the movement of commercial goods. Indeed, 40 percent of the nation's goods travel through our region from the Ports of Los

Governor Gavin Newsom  
September 8, 2022  
Page 2

Angeles and Long Beach, and this infrastructure must be maintained. Now is not the time to reduce local revenue for vital transportation projects.

For these reasons, RCTC opposes AB 1951 and requests a veto of this legislation. If you have any questions regarding RCTC's position, please contact me at (951) 787-7141. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Hake", with a stylized flourish at the end.

Aaron Hake  
Deputy Executive Director

CC: Ms. Christy Bouma, Legislative Affairs Secretary  
Members of the Riverside County Legislative Delegation





## OFFICE OF THE GOVERNOR

**SEP 15 2022**

To the Members of the California State Assembly:

I am returning Assembly Bill 1951 without my signature.

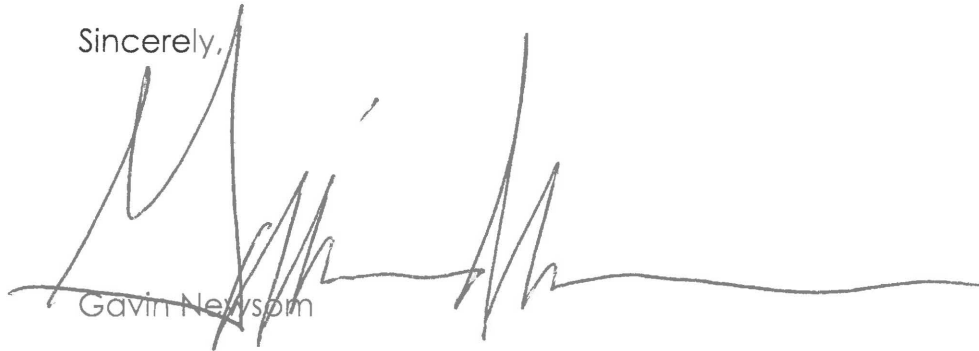
This bill replaces the current partial manufacturing sales tax exemption with a full exemption until January 1, 2028. This change would result in substantial revenue loss to local governments, which impacts essential health, safety, welfare, and transportation services. Assuming there are no changes in taxpayer behavior, local agencies are estimated to lose over half a billion dollars each year.

As a strong supporter of California's business climate and manufacturing industry, I agree with the intent of this bill to invest in California's economy, incentivize innovation, and spur a manufacturing marketplace that is competitive nation-wide. However, we cannot ask our local governments to bear this loss in revenue.

With our state facing lower-than-expected revenues over the first few months of this fiscal year, it is important to remain disciplined. The Legislature sent measures with potential costs of well over \$20 billion in one-time spending commitments and more than \$10 billion in ongoing commitments not accounted for in the state budget. Bills with significant cost pressures, such as this measure, should be considered as part of the annual budget process. For these reasons, I cannot sign this bill.

I look forward to working with the Legislature and stakeholders to propose something on this topic next year.

Sincerely,

A handwritten signature in black ink, appearing to read "Gavin Newsom", written over a horizontal line. The signature is stylized with a large initial "G" and a long horizontal stroke at the end.

Gavin Newsom



4080 Lemon St. 3rd Fl. Riverside, CA 92501  
 Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208  
 951.787.7141 • [rctc.org](http://rctc.org)

September 8, 2022

Governor Gavin Newsom  
 State of California  
 1021 O Street, Suite 9000  
 Sacramento, California 95814

**RE: Veto Request – AB 2438 (Friedman)**

Dear Governor Newsom:

On behalf of the Riverside County Transportation Commission (RCTC), I write in opposition to AB 2438 and request a veto of this legislation. If chaptered into law, the bill would codify the recently established Climate Action Plan for Transportation Infrastructure (CAPTI) and incorporate elements into specified transportation funding program guidelines or plans. This will create policy conflicts and will leave underserved communities behind.

RCTC recognizes your intention to secure an equitable and climate-resilient future, including for residents in Riverside County. However, RCTC maintains fundamental concerns regarding the implementation of the state's climate action approach. While CAPTI calls for alignment of climate action efforts across the state, RCTC does not see a coordinated approach between the Legislature and your administration. In an effort to assess state strategies to advance climate action in transportation, you signed AB 285 (Chapter 605, Statutes of 2019) by Assemblymember Friedman. But before the Strategic Growth Council (SGC) could finalize its report, Assemblymember Friedman prematurely introduced AB 2438 under the guise of implementing the draft recommendations. In fact, AB 2438 passed before SGC was able to conclude public comment and stakeholder engagement and release its final report. Furthermore, the bill seeks to codify the current iteration of CAPTI, an administrative document that is subject to adaptation based on the success of its implementation.

RCTC engaged in the drafting process of both CAPTI and AB 2438. However, our concerns were not incorporated into the final bill and our issues remain unaddressed. While the bill was narrowed in scope in the Legislature, it still includes SB 1 programs, leaving room for conflict with promises the state made to voters, despite CAPTI affirming its intent to not change program guidelines beyond current code. Arguments that agencies are already voluntarily implementing CAPTI, and that AB 2438 would therefore result in no change, are misleading. AB 2438 threatens the flexibility currently available to regional transportation planning agencies to work directly with the California Transportation Commission to collaboratively develop balanced transportation solutions that supports growing regions like Riverside County.

Our most disadvantaged communities, who drive to access their jobs or education, do so not necessarily out of preference, but because of meaningful multimodal transit alternatives do not yet exist for them. Inland regions

already struggle to compete for state transportation funding programs. Their lack of resources, necessary rights-of-way, or sufficient multimodal transit networks from which to augment, would make their applications even less competitive against those from coastal urban centers. Not only would AB 2438 restrict RCTC's ability to compete for state funding for projects that would provide meaningful alternatives to driving, it would also cut funding eligibility for projects intended to provide congestion relief and operational improvements for communities in the interim.

AB 2438 fails to recognize the staggering investments the state must make in inland regions *before* a comprehensive rewrite of critical funding programs can be considered. To place the cart before the horse as AB 2438 does would deny under-resourced regions and their disadvantaged communities of a ***just transition*** to a climate-resilient future. Instead, many will be forced to compromise the socioeconomic well-being of their families with traffic. With the dramatic growth of population and goods movement in our region, as well as the further narrowing of state funding programs that AB 2438 proposes, it will only get worse for these communities.

RCTC appreciates the author's recognition of the need for the CTP to consider the full cost of implementation, as well as available resources. Such an analysis that may be objectively compared to regional plans and priorities is long overdue, but RCTC sees this, along with substantial state investment in the development of multimodal systems in inland regions with new funds, as a prerequisite before a comprehensive rewrite of existing state funding programs or even directives for how local governments allocate funds may even be considered.

RCTC is a willing partner and has every interest in working with your Administration and the Legislature to turn the page toward innovative, sustainable transportation solutions that are accessible, equitable, and inclusive. But these inequities look different from community to community and from region to region. We must work together to avoid the worst impacts of climate change. As such, RCTC will continue to earnestly engage in discussions of how local and regional agencies may collaborate with the state to ensure a just transition to multimodal transit systems.

AB 2438 does not provide the sufficient funding and flexibility our communities need to build the capacity of our multimodal transit systems. Treating transportation funding in California as a zero-sum game dismisses the disparities that exist across our region and the state after years of underinvestment, therefore threatening to leave our region and others behind. For these reasons, RCTC opposes AB 2438 and requests a veto of this legislation. If you have any questions regarding RCTC's position, please contact me at (951) 787-7141. Thank you for your time and consideration.

Sincerely,



Aaron Hake  
Deputy Executive Director

CC: Ms. Christy Bouma, Legislative Affairs Secretary  
Members of the Riverside County Legislative Delegation



## OFFICE OF THE GOVERNOR

**SEP 29 2022**

To the Members of the California State Assembly:

I am returning Assembly Bill 2438 without my signature.

This bill requires the alignment of certain transportation funding programs with the Climate Action Plan for Transportation Infrastructure (CAPTI) adopted in July 2021, and requires additional public transparency procedures in the project selection process for various transportation programs.

While I share the goal of addressing the impacts of the transportation sector on climate change, this bill is unnecessary. Work is well under way at the California State Transportation Agency (CalSTA), the California Department of Transportation (Caltrans) and the California Transportation Commission to align funding programs in the bill with CAPTI, with several actions already completed.

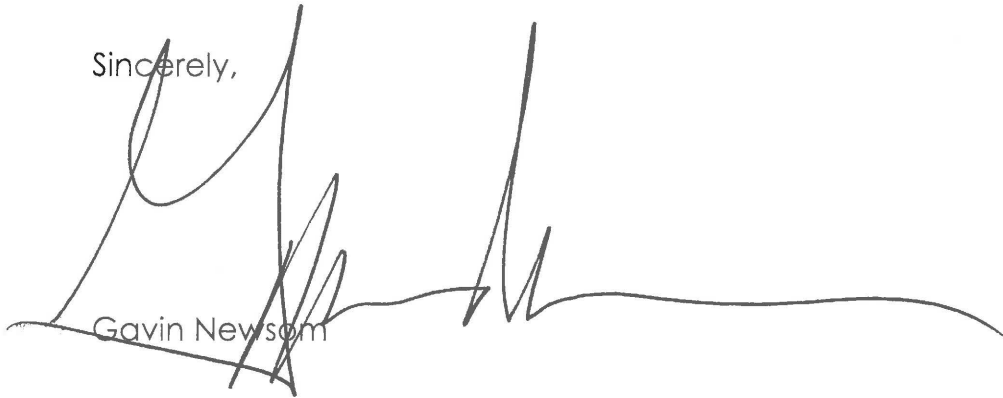
CalSTA is committed to reviewing outcomes and integrating public feedback in future years to make modifications to CAPTI, as necessary, to meet the needs of the statewide transportation system. Linking these programs in statute to a specific iteration of this plan inhibits the state's ability to appropriately respond to the evolution of the state's response to climate change.

A draft Annual Report on CAPTI Implementation Progress will be released in October of this year, outlining the progress made on CAPTI implementation since its adoption last July. My Administration will continue collaborating with transportation stakeholders to increase program funding accountability and

transparency as well as enhance financial planning for climate change impacts to transportation infrastructure.

For these reasons, I cannot sign this bill.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over the printed name. The signature is stylized with a large, sweeping initial 'G' and a long, horizontal tail stroke.

Gavin Newsom