



TIME/DATE:

MEETING AGENDA

9:30 a.m. / Wednesday, April 9, 2025

LOCATION:

BOARD ROOM

County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside 92501

TELECONFERENCE
SITES:

COUNCIL CHAMBER CONFERENCE ROOM

City of Palm Desert
73510 Fred Waring Drive, Palm Desert 92260

LARGE CONFERENCE ROOM

French Valley Airport
37600 Sky Canyon Drive, Murrieta 92563

COMMISSIONERS

Chair – Karen Spiegel

Vice Chair – Raymond Gregory

Second Vice Chair – Jeremy Smith

Jose Medina, 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
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, 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 / Dirk Voss, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Eve Fromberg Edelstein / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, 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

MEETING AGENDA*

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

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This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to April 8, 2025, and your comments will be made part of the official record of proceedings.

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 at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, 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. 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.*

6A. APPROVAL OF MINUTES – FEBRUARY 20-21 WORKSHOP AND MARCH 12, 2025

Page 1

6B. MONTHLY INVESTMENT REPORT

Page 50

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended February 28, 2025.

6C. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 53

Overview

This item is for the Commission to:

- 1) Receive and file a state and federal legislative update; and
- 2) Adopt the following bill position:
 - a) AB 334 (Petrie-Norris)—Support.

6D. AMENDMENT TO AGREEMENT FOR ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE ASSESSMENT SERVICES

Page 56

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 22-31-068-01, Amendment No. 1 to Agreement No. 22-31-068-00, with Dudek for On-Call Right of Way (ROW) Environmental Site Assessments and Asbestos and Lead-Based Paint Surveys not to exceed \$200,000, and a total amount not to exceed \$550,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

6E. UTILITY AGREEMENTS FOR MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT – EASTERN MUNICIPAL WATER DISTRICT

Page 61

Overview

This item is for the Commission to:

- 1) Approve Utility Agreement No. 25-72-56-00 to Eastern Municipal Water District (EMWD) for the 36-inch waterline relocation for Mid County Parkway Ramona Expressway Construction Contract 3 (MCP 3) Project in an amount not to exceed \$78,999;
- 2) Approve Utility Agreement No. 25-31-073-00 to EMWD for the 18-inch and 12-inch waterlines relocation for MCP 3 in an amount not to exceed \$472,000; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

7. AGREEMENT NO. 25-31-044-00 FOR SOFTWARE AS A SERVICE WITH REPLICA FOR AGENCY WIDE USE

Page 83

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-31-044-00, a sole source procurement, to Replica for Software as a Service (SaaS) for the Project in the amount \$772,725;
- 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, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

8. AGREEMENTS FOR VANCLUB VEHICLE LEASING SERVICE

Page 123

Overview

This item is for the Commission to:

- 1) Award the following agreements to provide VanClub Vehicle Leasing Services, for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000;
 - a) Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company; and
 - b) Agreement No. 25-41-075-00 with Green Commuter.

9. AGREEMENT FOR CALL BOX REMOVAL SERVICES

Page 182

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-45-059-00 with Global Builders Inc. for the removal of Call Boxes along Riverside County highways in an amount not to exceed \$149,888; and
- 2) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

10. FISCAL YEAR 2024/25 LOW CARBON TRANSIT OPERATIONS PROGRAM ALLOCATIONS

Page 250

Overview

This item is for the Commission to:

- 1) Approve the allocation of \$6,312,864 related to Fiscal Year (FY) 2024/25 Low Carbon Transit Operations Program (LCTOP) funds to eligible Riverside County transit operators; and
- 2) Authorize the Executive Director, or designee, to review the transit operators' projects to ensure consistency with the LCTOP guidelines and to execute and submit required documents to the California Department of Transportation (Caltrans) for LCTOP.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. EXECUTIVE DIRECTOR REPORT

13. COMMISSIONER COMMENTS

Overview

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

14. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, May 14, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MINUTES

Thursday and Friday, February 20-21, 2025

The Riverside County Transportation Commission Workshop was called to order by Chair Karen Spiegel at 1:00 p.m., at the Temecula Creek Inn, 44501 Rainbow Canyon Road, Temecula, California 92592.

ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Chuck Conder
Joseph DeConinck
Waymond Fermon*
Kathleen Fitzpatrick
Sheri Flynn
Raymond Gregory
Yxstian Gutierrez
Jan Harnik*
Bob Karwin
Linda Krupa
Clint Lorimore
Bob Magee
Jose Medina
Linda Molina
Joseph Morabito
David Ready

Jeremy Smith
Wes Speake
Karen Spiegel
James Stewart
Fia Sullivan
Toper Taylor
Valerie Vandever
Michael M. Vargas
Dirk Voss
Cindy Warren*
Chuck Washington
Lloyd White

Commissioners Absent

Ulises Cabrera
Eve Fromberg Edelstein
Steven Hernandez
V. Manuel Perez
Catalino Pining

*Arrived after the meeting was called to order.

PUBLIC COMMENTS

There were no requests to speak from the public.

CHAIR'S WELCOME AND WORKSHOP OBJECTIVES

Chair Spiegel announced that they have a full agenda for their workshop today and tomorrow. The workshop is an important time for the Commission to come together every year and thanked the Commissioners for making it a priority. They do have some new Commissioners it is important to have a solid understanding of their role and responsibilities so that they can move RCTC and their County forward. RCTC is now entering a new era of transportation they have new mandates from the state and RCTC needs to be at the forefront to benefit the Riverside County residents.

She is here to listen and learn about what the Commission needs to do in the coming years and staff has prepared a lot of information for the Commissioners to consider. She also asked staff to place four questions on poster board throughout the room and for the Commissioners to take a Post-it note share their ideas and place them on the poster board also include their name.

At this time, Commissioner Waymond Fermon joined the meeting.

Steve DeBaun, Legal Counsel, clarified that the Commissioners should put their name on the Post-it note so that there is no appearance of a secret ballot.

Aaron Hake, Executive Director, began by reading each of the questions on the poster boards which are: 1) If RCTC was to speak at the most influential organization in your city/district this year about transportation issues, who would we speak to? 2) Do you have any suggestions for what the new name of the State Route 79 Realignment Project should be? 3) What is the most important thing RCTC should do in the next (1, 2, or 5 years)? 4) Do you want to continue satellite Commission meetings past the one-year pilot period (September 2025)? yes/no.

COMMISSION UPDATE

Aaron Hake then provided an update on all the RCTC projects that is going on today under leadership of this Commission, highlighting the following:

- 71/91 Interchange Project
- Moreno Valley/March Field station improvements
- Smart Freeway Pilot Project – Temecula/Murrieta
- I-15 Express Lanes Project Southern Extension
- SR-79 Realignment
- Mid County Parkway
- Mead Valley Metrolink Station – Mobility Hub Project
- I-10 Highland Springs Interchange
- Metrolink Double Track Project – Moreno Valley to Perris
- Perris-South Metrolink Station and Layover Facility
- SR-91 Eastbound Corridor Operations Project
- Santa Ana River Trail
- SR-60 Potrero Boulevard Interchange
- I-15 Franklin Street Interchange
- I-15 Wildomar Trail and Bundy Canyon improvements
- I-10/SR-79 Interchange
- Palo Verde Valley Transit Agency Bus Maintenance Facility improvements
- Coachella Valley Rail
- 91 Express Lanes TOC Advance Traffic Management System Refresh
- 91 Express Lanes Occupancy Detection System
- Express Lanes Pavement Maintenance Project
- 91 Pavement Rehab Project

- 241/91 Express Connector
- 15/91 Express Transit Connector Project
- 15 Next Project
- City of Coachella Station study
- Habitat Mitigation Monitoring Programs
- Goals for 2025
 - ✓ Deliver projects
 - ✓ Design our future
 - ✓ Excellence in public administration
- Ingredients to success
 - 1) We must approach our work differently
 - 2) We need a new source of local revenue – quickly
 - 3) Our organization must adapt
 - 4) We must prioritize and think regionally
 - 5) Leadership of the Commission is essential

At this time, Commissioner Jan Harnik joined the meeting.

There was discussion amongst the Commissioners about the State Route 79 Realignment project, other traffic issues surrounding SR-79 and I-15 due to Winchester's rapid growth, if there is an update on the new Administration, the 241/91 interchange concerned not only for the direct impacts but the impact to having the 91 not just on the tolls quadrupling going up massive amounts but the impacts on the city streets in Corona, for any RCTC projects to evaluate more than just the actual roadway but also evaluate how they impact local traffic, in looking at 79 realignment it is a big problem due to the city streets along that corridor being impacted and the rapid growth in that area, with the current Administration to push California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) reforms to lower project costs, lobbying to coordinate those agencies on CEQA and NEPA so they have some overlap to save some time and money on RCTC projects, housing developers should include in their development plans building roads that parallel with the main arterials or freeways to help get traffic through, east I-10 interchange traffic impacts on Banning and Beaumont, how the city of Beaumont's I-10/SR-79 Interchange project is funded and will help with that traffic, possible improvements to the 215/60/91 interchange, why going into Orange County not during rush hour the 91 Express Lane toll rate costs are high and why the discrepancy with Orange County's toll rates, and how the tolls in Riverside County are set by dynamic pricing that was implemented in January 2025.

This item is for the Commission to:

M/S/C to:

- 1) Receive an update on the Commission's work and where we are headed.**

At this time, Chair Spiegel asked if there is anyone from the public wishing to speak on anything not listed on the agenda. There were no requests to speak.

MEASURE A – PAST, PRESENT & FUTURE

David Knudsen, Deputy Executive Director, presented Measure A – Past, present and future, highlighting the following areas:

- Measure A
 - ✓ Approved in 1988 and renewed 2002
 - ✓ Sunsets in 2039
 - ✓ Governed by expenditure plan
 - ✓ Geographic return-to-source provision
 - ✓ Local funds leverage state and federal funds
- Accountability measures
 - ✓ Transportation purpose
 - ✓ Mandatory, annual financial audits
 - ✓ Maintenance of effort
 - ✓ 1 percent cap on salaries and benefits
 - ✓ Expenditure Plan updates
 - Review for updates every 10 years
 - ✓ Local control
- Funding distribution by geographic area for Western County, Coachella Valley, and Palo Verde Valley graph
- Actual funding distribution: Measure A collected FY 2009/10 through FY 2023/24 and total Local Streets and Roads distributed to cities FY 2009/10 through FY 2023/24 by geographic area graph
- Measure A – Highways list
- 2019-2029 Western Riverside County Highway Delivery Plan
- Supports mobility choice
 - ✓ Transit and Passenger Rail
 - ✓ Specialized Transit
 - ✓ Rideshare
 - ✓ Commuter Services
 - ✓ Express Lanes
- Measure A accomplishments
 - ✓ Widened routes 60, 74, 79, 86 & 91, and interstates 15 and 215
 - ✓ Built interchanges and grade separations throughout the county
 - ✓ Funded arterial projects countywide
 - ✓ Launched, operate Metrolink service extension into Perris
- Active projects and programs
 - ✓ 71/91 Interchange
 - ✓ Specialized Transit
 - ✓ Measure A Regional Arterial Projects
 - Menifee's McCall Boulevard Widening
 - Jurupa Valley's Jurupa Road Grade Separation
 - Corona's McKinley Street Grade Separation
 - Moreno Valley's Indian Street/Cardinal Avenue Bridge

- Future projects
 - ✓ Mid County Parkway Ramona Expressway
 - ✓ 15 Express Lanes Southern Extension
 - ✓ Mead Valley/Mobility Hub
 - ✓ SR-91 Eastbound Corridor Operations Project
 - ✓ SR-79 Realignment, Segment 3
- Measure A's story – [RCTC.org/Measure-A](https://rctc.org/Measure-A)

David Knudsen stated there is an RCTC Commissioner Briefing book that was distributed to each of the Commissioners outlining all the roles and responsibilities the Commission undertakes and all the different funding sources.

This item is for the Commission to:

M/S/C to:

1) Receive a presentation on Measure A.

TRAFFIC RELIEF PLAN

Aaron Hake stated the Commission adopted the Traffic Relief Plan (TRP) unanimously for public outreach for many years and the Commission decided not to put the TRP on the ballot for a sales tax measure in the 2024 election. Staff is looking for the Commissioners' direction on how they are going to proceed. Staff is going to look at putting the TRP on the ballot in the next election cycle if they still see the need and want to do this then the work does need to go in now. Staff should go back out and conduct a public opinion survey to see where the voters are at, renew their coverage efforts to educate the public about the TRP and make sure that they are dealing with all their jurisdictions there are a lot of projects in the TRP that came from their cities. If they are going to go for a 2026 potential ballot then staff will need the Commissioners' direction to spend the funds to do a survey, an outreach effort, and generally spend the resources to get them ready if the time is right in 2026.

The Commissioners discussed how the split impacted the Coachella Valley and it would be part of the prioritization study and that there would be no individual vision for locals and arterials, if they have to move forward with exactly what is in the 2024 TRP or would there be modifications, staff can do engagement with the Coachella Valley Association of Governments (CVAG) on how they are going to settle those questions and provide feedback to RCTC, as well as work with any of the other jurisdictions that want to change or add, thanked Aaron Hake and his staff for creating the TRP they need to move forward with this and make this a priority for 2026, the process, a citizens initiative, and the internals of what it looks like coming to this body, whatever occurs here is that the Commission publicly put forward its priorities, if a citizens initiative comes forward if that initiative would direct the funds to go to RCTC.

Steve DeBaun clarified regarding the citizens initiative it would depend on what the citizens initiative says. In the past when they have looked at this, they assumed that the initiative while

it was initiated by the citizens the RCTC statute which would have the funds once collected by the state transferred to RCTC for administration and distribution so the answer to that is probably yes.

Vice Chair Gregory suggested to move forward he then made a motion for the Commission to direct staff to procure a public opinion survey on funding the Commissions' TRP while receiving feedback both from the public and from the other entities involved and make the necessary adjustments and prepare a public outreach strategy to inform Riverside County residents about the TRP and include any necessary expenditures for this survey and outreach in the Commission's 2025/26 Budget.

This item is for the Commission to:

M/S/C (Gregory/Harnik) to:

- 1) Direct staff to procure a public opinion survey on funding the Commissions' TRP while receiving feedback both from the public and from the other entities involved and make the necessary adjustments and prepare a public outreach strategy to inform Riverside County residents about the TRP; and**
- 2) Include any necessary expenditures for this survey and outreach in the Commission's FY 2025/26 Budget.**

At this time, Commissioner Brian Berkson left the meeting.

At this time, Commissioner Cindy Warren joined the meeting.

APPROVAL TO ADVERTISE INNOVATIVE FINANCING FEASIBILITY STUDY FOR THE STATE ROUTE 79 REALIGNMENT PROJECT

Andrew Kotyuk, San Jacinto 79 Coalition, stated he supports this item and looking forward to all the hard work and thanked the Commissioners for all they do. The coalition wants to be a team player behind the 79 and their efforts. They have been in partnership with the Loma Linda University on a survey and study of health benefits related to transportation and the 79 and they will provide that data set to RCTC to help with any funding as those health studies do help. Also, if there are any other additional data sets or studies that they can assist with all their members and the communities they are happy to do that as well.

Joie Edles Yanez, Capital Projects Manager, presented the State Route 79 Realignment Project Innovative Financing Feasibility Study (IFFS) update, highlighting the following areas:

- SR-79 Realignment Project map
 - ✓ Scope – 12-mile limited access highway with two lanes in each direction – new alignment
 - ✓ Project limits – Ramona Expressway to Newport Road

- ✓ Benefits – Safer and more direct north-south route, serving the community of Winchester, the cities of Hemet, San Jacinto, and unincorporated Riverside County
- Commissioner direction from the 2024 Workshop
 - ✓ Design and construct as county operated and maintained facility
 - ✓ Include future transit corridor and multi-use trail
 - ✓ Three Phase Approach – separated into Phases that have independent utility
 - ✓ RCTC become California Environmental Quality Act (CEQA) lead
 - ✓ Finalize mitigation land acquisition
 - ✓ Commence PS&E and Right of Way (ROW) Phases for SR79 Seg 3
 - ✓ Staff to identify funding to complete the projects
- SR-79 Realignment Project to a County Facility
 - ✓ Scope
 - 12-mile County Expressway with two lanes in each direction
 - Raised median, dedicated future transit corridor, and multipurpose Bike/Hike trail
 - Signalized Intersections – not grade separated
 - Not Controlled Access
 - No longer a proposed State Route
 - ✓ Project limits – Ramona Expressway to Newport Road
 - ✓ Project to be renamed as it is no longer to be a state route
- Project progress
 - ✓ ROW mitigation land and environmental activities
 - ✓ ROW acquisition
 - ✓ Caltrans off network approval
 - ✓ Funding identification (PS&E) ROW, program management
 - ✓ TRP
 - ✓ Public relations/community engagement
 - ✓ Agency agreements
 - ✓ PS&E procurement
- SR-79 funding needs and the overall project schedule – Segment 1 (Design, ROW, construction), Segment 2 (Design, ROW, construction), and Segment 3 (construction)
- Funding – IFFS: To identify and evaluate funding alternatives to facilitate the implementation of the project
- Next steps
- Fiscal impact – SR-79 IFFS consultant cost plus contingency with TUMF for \$750,000

In response to Commissioner Bob Karwin's question how much it is to fund today, Joie Edles Yanez replied \$1 billion is what RCTC needs to move forward in the future.

Commissioner Karwin clarified for Phase 1 it is \$340 million how much do they have right now.

Aaron Hake stated to Joie Edles Yanez that they just awarded the design contract how much was the design contract.

Joie Edles Yanez replied that the design contract was for \$13 million.

Aaron Hake asked Joie Edles Yanez about the ROW costs for Segment 3.

Joie Edles Yanez clarified \$35 million was going to be funding the consultant for ROW program management.

Aaron Hake stated that they are short over \$200 million just for Phase 3.

Joie Edles Yanez clarified it is \$220 million.

In response to Commissioner Karwin's question about the funding for Phase 1 and 2, Aaron Hake replied it is zero funded. He stated for Segment 1 and 2 this is backwards because they are building Segment 3 first, they have at least a \$600 million gap to build Segment 3 they have zero funding to build Segment 1 and 2. That is why staff is recommending an IFFS to see if they can come up with some other way to get more than what they have today so they can at least build Segment 3.

This item is for the Commission to:

M/S/C (Vandever/Gutierrez) to:

- 1) Authorize the Innovative Financing Feasibility Study (IFFS) procurement for the State Route 79 (SR-79) Realignment Project (Project); and**
- 2) Bring back the results for further Commission action.**

COACHELLA VALLEY RAIL PROJECT UPDATE

Aaron Hake presented an update for the Coachella Valley Rail Project, highlighting the following:

- A map of the Coachella Valley Rail Corridor
- By the numbers: 144 miles route length, SoCal population 24 million, running time from Los Angeles to Coachella Valley is 3 hours and 15 minutes, four counties: Los Angeles, Orange, Riverside, and San Bernardino Counties, number of proposed station stops: 9, San Geronio Pass travelers 160,000 per day
- Key benefits of Coachella Valley Rail
 - ✓ Connections
 - ✓ Access & equity
 - ✓ Economic investment
 - ✓ Sustainability
 - ✓ Destinations
- Coachella Valley Rail proposed service
 - ✓ Initial operation plan for 2 round trips
 - ✓ Future service could grow to 5 round trips
 - ✓ Integrated with connections to Pacific Surfliners/Metrolink/Metro

- ✓ Using latest locomotives and equipment at time of implementation
- ✓ Significant rail infrastructure improvements being explored
- Historic timeline
- Project status

There was discussion amongst the Commissioners about the placement of that additional rail which is in the ROW where there are two existing Union Pacific Railway (UP) rails and try to wave the Tier 2 environmental impact report (EIR), to speak the language of the current Administration for cutting red tape and cutting useless spending of funds, there is no reason to do another Tier 2 EIR when everything exists, Congressman Paul Ruiz is open to waiving that Tier 2 and with their current Administration they could appeal to them if they speak their language, they need to continue to go through the process they are supposed to until such time that it is waived, a parallel path could be pursued and what can they put into place now in order to start that process, in the next Administration they are waiting for people to get in place to have a fresh conversation about this, need sometime for UP due to the delicate negotiations they are waiting for the right moment when the railroad, the Administration, and Congress is open, this has become a priority project for the state they have money to put on rail and transit, when they develop that strategic communication that it involves goods movement and can put it in a language that will appeal to this current Administration, the EIR for Tier 1 was completed in 2022.

Aaron Hake then presented a status update on the following:

- Extensive coordination – Federal Railroad Administration (monthly meetings), Caltrans – Division of Rail (monthly meetings), LOSSAN Task Force (monthly meetings to discuss governance) and UP (regular meetings)
- Next steps
 - ✓ City of Coachella Station Study - Ongoing
 - ✓ Corridor ID – Service Development Plan to start mid-2025
 - ✓ Station Feasibility Pre-NEPA work to start late 2025

The Commissioners continued their discussion about LOSSAN Rail Corridor Agency prefers to be the managing agency of this service staff have begun a vetting process with them and are making progress on how does the operation look like, the Coachella Valley Rail will be built in UP ROW and that is why it is such a delicate negotiation, how that line should be dedicated to RCTC for rail service and UP stays on theirs, that is the difficult part of this negotiation also there would be public funding into private infrastructure and RCTC wants to make sure that their investment is protected for public use in a private environment, the constraints in the project were always funding constraints as UP required so much capital improvement and if that situation has improved, and if there is a different way to approach that with UP.

This item is for the Commission to:

M/S/C to:

- 1) Receive an update on the CV Rail Project.**

INTERSTATE 10 SAN GORGONIO PASS AREA PROPOSED MOBILITY IMPROVEMENT PROJECTS

David Thomas, Toll Project Delivery Director, stated that WSP was the lead consultant for both study efforts and Melissa Brady Project Manager from WSP is here in case there are questions. He then presented the Interstate 10 San Gorgonio Pass proposed Mobility Improvement projects, highlighting the following:

- A map of the I-10 Express Lanes study limits covering I-10 from SR-60 to SR-111 and the CARM study limits which focused on nine interchanges in the cities of Beaumont and Banning which is an eight-mile segment
- Key questions, including a map of where the study began and ended:
 - ✓ What do existing traffic conditions look like? Future Growth?
 - ✓ Which areas experience recurring congestion?
 - ✓ How frequently/severely?
 - ✓ How do operations at I-10 ramps impact freeway operations?
- Corridor congestion summary for traffic conditions today
 - ✓ Segment 1 – Beaumont to Banning
 - ✓ Segment 2 – Banning to Cabazon
 - ✓ Segment 3 – Cabazon to SR-111
- Future conditions graphics
 - ✓ By 2035 and 2055, westbound I-10 delay on Sundays would increase substantially without any improvements
 - ✓ I-10 would operate with minimal delay on typical weekdays
- Planned project map highlighting many of the planned projects within and adjacent to the I-10 corridor
- What is CARM?
 - ✓ CARM – Coordinated Adaptive Ramp Metering
 - ✓ Sensors continuously monitor traffic conditions
 - ✓ Coordinated ramp meters adapt to current conditions
 - ✓ Intelligent system allows vehicles to enter I-10
 - ✓ Drivers may see initial wait times at on-ramps, but overall time savings is experienced on I-10
 - ✓ Non-tolled improvement
- Preliminary analysis
- An ariel view of the WB on-ramp example
- CARM analysis
 - ✓ Capital costs: \$53 million to \$61 million
 - ✓ Annual costs: \$4.5 million
 - ✓ Includes: Maintenance and warranty; System operations and monitoring; Software license fee; and Software subscription fee
- A map of the regional express lanes network
- Express Lanes conceptual with four alternatives
 - ✓ Alternative 1 an addition of one express lanes in each direction
 - ✓ Alternative 2 an addition of two express lanes in each direction

- ✓ Alternative 3 an addition of one or two express lanes in each direction with a movable barrier
- ✓ Alternative 4 an addition of two express lanes conversion in each direction
- Preliminary traffic analysis – Build express lane’s graph: 2035 general purpose lane end to end delay
 - ✓ Weekend general purpose lanes delay improves with express alternatives
 - ✓ Weekdays general purpose lanes perform at free-flow speeds
 - ✓ Express lanes deliver one to two lanes at free-flow speeds
- Preliminary traffic analysis – Build express lane’s graph: 2055 general purpose lane end to end delay
 - ✓ Weekend GP Lanes delay improves with Express alternatives
 - ✓ Weekday GP Lanes perform near free-flow speeds
 - ✓ Express Lanes deliver one to two lanes at free-flow speeds
- 2055 general purpose lane vs. express lane travel time graph – 2055 general purpose lane and express lane travel time, Sunday midday
 - ✓ Heavy congestion in no-build condition, all vehicles
 - ✓ General purpose lane travel time improves in all alternatives
 - ✓ 2-lane Express Lane’s provides free-flow trip to more vehicles than one-lane Express Lane
- Preliminary cost estimates Alternatives 1-4
- CARM alternative recommendation: Installation of ramp meters only total project cost estimated (2030) \$37 million to \$46 million
- Ramp metering next step: Initiate a design engineering evaluation report (DEER) (estimate \$1 million)
- Express lanes recommendation: All express lanes alternative
 - ✓ Accommodate growing congestion within the project limits
 - ✓ Provide additional travel options and network redundancy
- Express lane next step: Produce a PSR-PDS to initiate the project (estimate \$2.8 million)
- Other coordination efforts
 - ✓ Caltrans Ramp Metering Project
 - ✓ WRCOG ITS Implementation Study for the Pass Zone
 - ✓ CVAG Ramp Metering Study

Commissioner Vargas requested to go back three slides and asked what is the estimation that it would cost to build the express lanes.

David Thomas referred to the Preliminary Cost Estimates slide and stated for Alternatives 1 and 4 it is about \$800 million and for Alternatives 2 and 3 it is estimated at over \$1,100 million. A portion of the project can be financed for Alternatives 1 and 4.

Commissioner Yxstian Gutierrez asked how much would be needed to make this shovel ready for express lanes and if there are state or federal grants for that.

David Thomas replied that it would typically be like the environmental document when talking about the I-15 Express Lanes which was about a \$30 million effort.

Commissioner Gutierrez asked if they can at least get to that then from there it would be shovel ready.

David Thomas replied that they could get to that typically they can find funding for that amount but then they would be looking for some major funding sources for the rest of it.

Aaron Hake stated this type of a project is more competitive for state and federal funding than the general-purpose or a roadway type of project. Express lanes have more features in it than in a grant criterion, so he foresees the Commission attempting to secure grant funds as it is eligible for more hits, but this is not a Measure A project they do not have a funding source identified for that. That is also why the team looked at how much can they finance on the toll revenues to help pay for the project.

In response to Commissioner White's question, David Thomas replied whether to proceed forward with either one of the two projects proposed.

Commissioner White clarified when David Thomas says proceed forward what is the next phase.

David Thomas replied that it would be to proceed to those next phases which would be the DEER effort, which is the project initiation document environmental document combination for the ramp metering.

Commissioner White stated that the growth in Beaumont has contributed to the traffic out there, but the growth is in traffic coming through Beaumont and Banning it is the desert it is the SR-79 and SR-60. He has been on this Board for 13 years and they have spent the whole time which is necessary working on the problem in Temecula and in Corona. Beaumont in the Pass Area right now is a lot more open and there is a lot more future there, that they are fixing the problem in the Pass Area they should have started 10 years earlier. It is expensive, and if they need the money, they will do their part to get the money, the cities in the Pass will do their part to work with ramp metering and work with their signals to do whatever they need to improve that impact.

Commissioner Dirk Voss stated he supports the express lane ideas including the variable aspect of it as he remembered when the late former Supervisor John Benoit had talked about that during the key times of the season the center lanes would move one way or the other. He does not support this timing thing that they are doing with the on and off ramps because there is going to be another 30,000 people that will be moving into Desert Hot Springs and every city down in the valley starting in Yucaipa and continuing to move on down there is probably another 100,000 people that are going to be moving into the valley. He suggested they should look at where their growth levels are going to be and where can they target these new on and off ramps because it is going to break apart the traffic and move it to different ways. He asked if this has been looked at or are they just not considering that. He has seen this in Los Angeles, and it is a lot of money being spent there and would rather see the Commission investigate their growth mechanisms.

David Thomas replied that this study did not look at that it was not the scope this was focused on an 18-mile stretch.

Commissioner Voss asked if they have even looked at that as he figured they would be looking at where the growth areas begin. He reiterated having 30,000 more people coming into Desert Hot Springs and their roads are already backed up for miles every day. They need another on and off ramp in between that area because there is tons of warehouse space and thousands of square feet of commercial development that will be built at CA-62 and Pierson Boulevard and then between Indian and Palm Canyons that is going to need another on and off ramp.

David Thomas replied that Caltrans' goal is to maintain the freeways and keep them free flowing. Typically, new access requires a new connection approval on an interstate it also requires Federal Highway Administration (FHWA) approval. It is the local agencies that seek the new access approval to put in a new interchange and then they must modify the freeway with Caltrans to get to that point so that is where the new access typically originates, it would not come from RCTC or Caltrans. He recommends that Commissioner Voss go through that process and work with his city if he is interested in proposing that connection.

Commissioner Voss stated that as a city they have already begun those discussions they are already working with CVAG and Caltrans and they know what they have to do, he is just trying to look at how these two potentially work together in looking at the metering and doing that in Banning and Beaumont seems like a waste of time and there is no benefit in that at all.

Commissioner White stated 7:00 a.m. to 8:30 a.m. Monday through Friday forward to about 6:30 p.m. driving along that route of Interstate 10 those ramps are backed up on I-10. There are people pulling over while others know that they can get by and are going by at 65 or 70 mph. Anything will help Beaumont, meter ramping will help Beaumont and they will pay their fair share.

Commissioner Karwin stated that he did not see an alternative with just widening the road, so they are talking about building lanes anyway whether it is one express lane or two and he has seen studies that show during nonpeak hours there is no benefit to having express lanes. On the east coast where they do not have express lanes, but they use the shoulders during peak hours, and they funnel the slower traffic to the outer lanes and use those shoulder lanes during the peak hours. He asked was any consideration given to just expanding the roadway by two lanes in each direction without making them a whole express lane project.

David Thomas replied not in this study, the reason is because currently with the environment they have with the state they cannot add any capacity except for express lanes. Express lanes are considered a smart lane addition where people must make a choice to use them.

Commissioner Karwin clarified what the review says is that even if it is better for traffic to just open the roadway up, they will not do it that way because Caltrans will give the Commission money if they do express lanes.

David Thomas clarified it is not the money, it is not just Caltrans, it is the state of the state environmental, it is Climate Action Plan for Transportation Infrastructure (CAPTI), and it is California State Transportation Agency (CalSTA).

Aaron Hake stated that Caltrans will not even let RCTC initiate a project that has added general purpose capacity to the highway system as the policy of the state of California through various pieces of legislation and administrative policy made with CAPTI says that when general purpose capacity is added to any road the theory they are living by is that they induce more traffic by encouraging more people to drive since the freeway is flowing better.

Commissioner Karwin asked if the express lanes under that policy must be constant or can it be open to general traffic during non-peak hours.

Aaron Hake replied that is a theory they are proposing to test in this project is to see if Caltrans would be amendable to a part time express lane.

David Thomas stated that was the option when they ran the option 4 conversion where during the week it could be free to all traffic and when they need that extra capacity then it would be toll. The toll policy is decided by this Commission so if they have a recommendation in the future staff will give the Commissioners options and they can decide if they make High Occupancy Vehicle 3 (HOV 3) free and what option should they include in their toll policy.

Commissioner Sheri Flynn clarified if David Thomas was talking about FasTrak or anyone who is along that HOV where there has to be two or more.

David Thomas replied that the concept he was talking about is they do not even need a FasTrak any passenger vehicles, not trucks, could use those two express lanes without a FasTrak account during the week with the concept that they made.

Commissioner Flynn stated through Moreno Valley they have certain times where they can use the HOV lane is that something the Commission could consider also where they have just simple timing issues for that express lane.

David Thomas replied that is a possibility.

Commissioner Flynn stated that is an expensive thing to do and set the days and the times combine the two. Most of the on and off ramps go to Banning more than Beaumont there needs to be an off ramp at Pennsylvania Avenue that will relieve some of the traffic coming on the Beaumont Avenue off ramp which backups it is very dangerous. At Highland Springs it backs up and there is a concern she may get rearended which has happened many times there. There is a problem with getting on the westbound at Highland Springs but there are problems with their off ramps and there is no meter reading on any of their ramps, but she is uncertain with the on ramps whether that is going to really affect anything because they have the pass thru traffic coming from the desert area on the weekends back and forth. She does not think the meter reading is going to help through the Pass Area very much. It needs to be widened, many times

being on that freeway there is tons of truck traffic and sometimes the trucks are all the way across, and it is not being monitored and a lot of times there is one lane for vehicle traffic. She asked if RCTC did this express lane if they would be adding at least one extra lane.

David Thomas replied just the express lane not additional general-purpose lane with 1 or 2 being an alternative they would carry all alternatives in the next phase.

Aaron Hake clarified they are looking at a number of alternatives there is no decision today on which one is preferred, or which ones are viable, the Commissioners are bringing forward great points that need to be considered in this study phase and figure out what is it that the Commission and Caltrans will support, what that is actually from an engineering standpoint and a traffic standpoint feasible. Staff is asking for is the ability to go and do that and see what they can get on board with Caltrans and report back to the Commission.

Commissioner Flynn stated that the Sun Lakes Boulevard extension was mentioned, but it was not discussed on how it could relieve some of the tension on the freeway and the possible time frame for that.

David Thomas replied one of the deficiencies that their team noted is just the lack of parallel arterials that is something that Caltrans wants to see typically when looking at an interchange they want to make sure first there are the frontage roads that are parallel they do not want road traffic just jumping on the freeway getting off at the next interchange. The Sun Lakes Boulevard extension provides a gap in the southerly frontage road parallel arterial that will connect between Beaumont and Banning it was included as a future project in the future project modeling.

Aaron Hake stated that they are trying to look at a holistic picture of what is going on that is why staff is recommending ramp metering and collaborating with WRCOG and CVAG on signal synchronization off the freeway system. The express lanes project is a long-term project in the meantime in the near term, they can do things like signal synchronization across city boundaries like metering to encourage traffic to flow in a more logical fashion. Also continue with projects like Sun Lakes, the Cabazon connector, and grade separations that makes incremental progress. Staff is asking to basically take this technology they have today, start studying these express lane alternatives, work with WRCOG and CVAG to better leverage the infrastructure they have, and encourage folks to stay off the freeway. This southwest county region noted a few years ago Chris Grey, WRCOG, did a study and he found that I-15 in this area a lot of the congestion results are from locals getting on and off just going in between a couple of ramps and if they are better able to use the arterial system they can reduce traffic on the freeway.

Commissioner Harnik asked when they might have the results from the demonstration project for the SMART metering reading on I-15, additionally they did it in Colorado and thought that information might be helpful to this group.

David Thomas replied that the I-15 SMART Freeway project is expected to be in place in fall 2025 it will take at least three months to see some data the question is how much data Caltrans needs

to see before they are comfortable deciding to move forward with more CARM or not. It is anticipated it will be two years from now until Caltrans will be at a place to say it is a go or no go.

In response to Commissioner Warren's question how long the feasibility study will take, David Thomas replied that the feasibility study is what they just completed so the next two phases, the DEER is about a one-year effort and the PSR/PDS is about a year and a half to complete.

Commissioner Warren asked if they will be done simultaneously.

David Thomas replied they will move forward with both phases simultaneously if that is the decision today.

Second Vice Chair Jeremy Smith stated for the Commissioners that have been on this Commission for a few years it is frustrating their new colleagues are asking some questions they had asked and learning how difficult transit is in the state of California. He concurred with Commissioner White's comments to continue to look at programs that RCTC is putting forward especially when it comes to a SMART meter reading program. He fully supports this and appreciates they have an agency that continues to work hard in finding new solutions, new ideas, and continues to study so they can move things forward even though they are constantly going uphill with regulations and issues. He expressed appreciation to staff for the presentation and for continuing to think outside the box so that even though there are regulations that continue to keep the Commission from doing good work they find ways around it.

Chair Spiegel stated that Orange County opened their toll lanes in 1995 and donating it through the canyon created a dead stop and 22 years before the second part opened now it is going to spur further down. They cannot keep up with it there is just not enough concrete to do this, and they have a state that does not support them. It does not happen fast enough, because there are 28 cities and they all want it yesterday, but Riverside County has grown from the western side, and it is moving in the middle east, and the dollars keep multiplying to where it is uncanny how much it is costing. She thanked staff for the creative opportunities they are working on to keep throwing these suggestions out and thanked the Commissioners for all they do contributing. They need to keep talking and learning and getting the best information, but she would like to coordinate better with SBCTA so that last little piece into San Bernardino will happen and not have to go back and redo things.

In response to Commissioner Conder's question if they have any data from Colorado yet, David Thomas replied they do, and Darren Henderson from WSP is here if they want more details. In Colorado it was something like 17 percent improvement in traffic flow as a result of the ramp metering system.

Commissioner Conder stated in Northern California their HOV lanes are open to anybody from 9:00 a.m. to 3:00 p.m. and then they close them back down for an HOV again. They just do not do that down here and there have been times like Commissioner Flynn noted being in the FasTrak doing 45 mph but looking at lanes one and two and they are doing 65 or 70 mph or vice versa.

He asked why the Commission does not open their lanes during those times it needs to be looked at, it works in Northern California.

Commissioner White stated depending on what the Commission does today when does this become something that the public starts to talk about.

Aaron Hake replied that the public could read this agenda and start talking about it. They would not have some formal public circulation or public engagement on this for a couple of years. They need to vet out the alternatives what they want to present and what they think they can do. There can be conversations in the meantime, but it is a way off. He noted that an I-10 express lanes project is in the Traffic Relief Plan.

David Thomas stated a typical project they would not go public until the environmental phase but there has been a change in Caltrans policy at the PSR/PDS level where they are looking for more public input on the project earlier on, so there probably is an opportunity to go out to the public in fact Caltrans would request that of RCTC to see how the public views the project.

Commissioner Morabito clarified with David Thomas it was about a 17 percent improvement.

David Thomas replied that is the Colorado project.

Commissioner Morabito stated that they want this idea to work in Temecula, but the people do not see it and do not care what the numbers say. They might get numbers that are at 30 percent and the people do not say wow they can tell a difference they never know if it counts as a win, if it is not something they can feel, it is just something they have to drill down in the numbers. At some point they must decide to try it but some of those numbers are pretty expensive to do year after year and people are not seeing an actual improvement.

Commissioner Kathleen Fitzpatrick stated in talking about going out to the public it is a very good idea for RCTC to come out and address their city councils because people are frustrated for having to go out I-10 especially on the weekends and when there is a Festival in Indio and just have a conversation with the councils so the council knows that these things are coming, how important these projects are, that they are doing something and there is progress.

Andrew Kotyuk stated that this artery is absolutely critical for Riverside County to interconnect as they know the goods movement and truck traffic going through there it seems kind of common sense that this is a express lane that has financing and will pay for itself that should not detract from other projects that is paying for itself but thinking 10-20 years down the road how critical it is going to be to have that with all the counties driving through that artery to Coachella those other counties are going to help pay for this corridor.

Aaron Hake thanked Andrew Kotyuk for speaking he concurred with what was said this is an opportunity to use technology and see what they can do in the near term. As far as express lanes go if they are successful, they could partially pay for themselves, and it would relieve a funding burden. It would not entirely eliminate it but it could be something that pays for its own

operations and maintenance and would still need grant funding and probably a Traffic Relief Plan measure to pass but kind of the theme of this project, SR-79 and the projects they will discussing tomorrow at the workshop is getting projects started now even in this challenging environment. **This item is for the Commission to:**

M/S/C (Gregory/Fermon) to:

- 1) Direct staff to initiate a Design Engineering Evaluation Report (DEER) for Interstate 10 Ramp Metering through the cities of Beaumont and Banning; and**
 - 2) Direct staff to initiate a Project Study Report – Project Development Support (PSR-PDS) for I-10 Express Lanes from State Route 60 to SR-111.**
- Abstain: Speake**

At this time, Chair Spiegel announced the workshop is done for the day and that dinner will be served at 6:00 p.m. Breakfast will be served tomorrow morning from 7:30 a.m. – 8:30 a.m. and the Workshop will commence at 8:30 a.m.

At 4:25 p.m., Chair Spiegel called for a recess until 6:00 p.m. She reminded the Commissioners to please answer the questions on the poster boards in the room.

There being no further business for consideration by the Riverside County Transportation Commission, the workshop adjourned at 7:00 p.m. The Commission Workshop will reconvene Friday, February 21 at 7:30 a.m.

Respectfully submitted,



Lisa Mobley
Administrative Services Director/
Clerk of the Board

MINUTES

Friday, February 21, 2025

The second day of the Riverside County Transportation Commission Workshop was called to order by Chair Spiegel at 8:31 a.m., at the Temecula Creek Inn, 44501 Rainbow Canyon Road, Temecula, California 92592.

ROLL CALL

Commissioners/Alternates Present

Chuck Conder	David Ready
Joseph DeConinck	Karen Spiegel
Waymond Fermon	Wes Speake
Kathleen Fitzpatrick	Fia Sullivan
Sheri Flynn	Toper Taylor
Raymond Gregory	Valerie Vandever
Jan Harnik	Michael M. Vargas
Bob Karwin	Dirk Voss
Linda Krupa	Cindy Warren
Clint Lorimore	Chuck Washington
Bob Magee	Lloyd White
Jose Medina	
Linda Molina	
Joseph Morabito	
V. Manuel Perez*	

*Arrived after the meeting was called to order.

Commissioners Absent

Brian Berkson
Ulises Cabrera
Eve Fromberg Edelstein
Yxstian Gutierrez
Steven Hernandez
Catalino Pining
Jeremy Smith
James Stewart

FEDERAL LEGISLATIVE UPDATE

Tyler Madary, Legislative Affairs Manager, welcomed and introduced the RCTC federal legislative advocates panel Kathy Ruffalo and Chris Kierig.

The panel and the Commissioners discussed how Congress and the Administration brings lots of changes and uncertainty which they are all trying to navigate, two key items Congress is currently working on is Fiscal Year 25 Appropriations and the Budget reconciliation process, Congress is working on the reauthorization of the Five-Year Surface Transportation bill and RCTC will be very involved, U.S. Secretary of Transportation Sean Duffy has been confirmed, Secretary Duffy was in Los Angeles on February 20 to talk about high speed rail, a lot of innovative things coming out of USDOT, a lot of focus with the Federal Aviation Administration (FAA) with the plane crash in Washington, D.C. about a month ago, once a budget resolution is eventually reached it is uncertain what those impacts will be to those transportation programs, regarding Appropriations and concern for a possible government shut down, tariffs, executive orders, the President's Department of Government Efficiency (DOGE) and the impacts to transportation, possible changes to grant programs and how can RCTC best position itself, with each one of these changes

it gives the Commission an opportunity to retool and rethink what they are doing, the challenges with California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) the impacts on local projects and look at CEQA policy, funding for routine repairs and advocating in Washington, the controlling methods the Endangered Species Act, the Clean Water Act, and the Clean Air Act needing some exemptions for those if that happens then CEQA and NEPA could change, this Commission has invested heavily in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

At this time, Commissioner V. Manuel Perez joined the meeting.

There was more discussion amongst the panel and the Commissioners about what the biggest opportunity is for the Commission to make a positive impact for Riverside County residents, with the new Administration if vehicle miles traveled (VMT) will continue to move forward toward implementation, Congress continues to explore the VMT, and the gas tax is generating less and less.

This item is for the Commission to:

M/S/C to:

- 1) Receive an update from the Commission's federal legislative advocates based in Washington, D.C.**

NEXT GEN TOLL FEASIBILITY STUDY 2.0

David Thomas, Toll Delivery Director, announced for the Interstate 15 South Extension Project late on February 20 they received approval through the Board RFQ from the federal government (FHWA) and today they expect to get Caltrans approval to do the same so it looks like they will be on track to release the RFQ on Monday. He then presented the Toll Feasibility Study 2.0 update, highlighting the following areas:

- 2045 growth projects – Western Riverside County
 - Population projected to increase by 800,000
 - ✓ Increase of more than 42.0 percent (1.9 million to 2.7 million)
- Daily vehicle trips projected to increase 4.2 million to 6.0 million
 - More segments start to fail or approach failing on WRC corridors
 - Speeds reduced during peak periods to below 30 mph
 - Truck trips increase
- 2019 Next Generation Toll Feasibility Study
 - Overall feasibility of corridor rankings and a map of each of the project locations
 - ✓ 60/215 Riverside – Moreno Valley (1)
 - 1 HOV conv to EL on 215 from 91 to 60
 - 1 new EL on 215 from 91 to 60
 - 1 HOV conv to EL on 60 from 215 to Redlands
 - 1 new EL on 215 from 60 to Van Buren

- ✓ 91 Downtown Riverside
 - 1 HOV conv to EL on 91 from 15 to 215
- ✓ 60/215 Riverside-Moreno Valley (2)
 - 1 HOV conv to EL on 215 from 91 to 60
 - 1 HOV conv to EL on 60 from 215 to Redlands
- ✓ 60 Jurupa Valley-Riverside
 - 1 HOV conv to EL on 60 from 15 to 91
 - 1 new EL on 60 from 15 to 91
- Today's express lanes environment / Regional express lanes network map
 - Why express lanes?
 - ✓ Can't outbuild congestion
 - ✓ HOV2+ lanes are congested / full of violators
 - ✓ Express Lanes provide reliable travel time for a fee
 - ✓ Express Lanes support buses, carpools, emergency responders
 - ✓ Express Lanes network is expanding in SoCal
 - ✓ Express Lanes are the only new capacity supported by Caltrans
 - ✓ Provides a funding source for financing a portion of the project
 - ✓ Toll revenue pays for operations, maintenance, stays in the corridor
- What's next for express lanes in Western Riverside County
 - 60/215 Riverside-Moreno Valley (1)
 - ✓ 1 HOV conv to EL on 215 from 91 to 60
 - ✓ 1 new EL on 215 from 91 to 60
 - ✓ 1 HOV conv to EL on 60 from 215 to
 - ✓ Gilman Springs Rd
 - ✓ 1 new lane on 60 from 215 to
 - ✓ Gilman Springs Rd
 - ✓ 1 new EL on 215 from 60 to Nuevo Rd
 - 91 Downtown Riverside (2)
 - ✓ 1 HOV conv to EL on 91 from 15 to 215
 - ✓ 1 new EL on 91 from 15 to 215
 - 91/215 EL Director Connector (3)
 - Study goals
 - ✓ New capacity with HOV lane conversion
 - ✓ Continuous connectivity
 - ✓ No congestion at termination points (traffic simulation)
 - ✓ Update cost estimates and financial feasibility (ROW impacts)
 - ✓ Estimate toll rates
 - ✓ VMT mitigation and equity programs
 - ✓ Engage stakeholders
 - Recommendation - Direct staff to update the Next Gen Toll Feasibility Study completed in 2019
 - ✓ New procurement
 - ✓ Return to the Commission in summer 2025
 - ✓ 1½ years to complete
 - ✓ Estimated to cost approximately \$2 million

- ✓ Measure A funds eligible
- ✓ Full presentation of findings before moving forward with any projects

Commissioner Wes Speake requested to display the study goals slide for item 6 VMT mitigation and equity programs and stated doing simple math using the tool and did 25 miles from Corona to Temecula going one lane in each direction and it was \$330 million VMT so just doing the math here they are in excess of that they are going to need to have some equity. He likes the idea of exploring these goals it is worth it to see what options they have to move forward with and there will be lots of challenges, but VMT mitigation seems to be the largest one and being able to tell the public what that means.

Aaron Hake, Executive Director, concurred with Commissioner Speake's comments because it is not practical to mitigate that many VMTs. On one of the projects that was on the regional map that David Thomas showed on the I-5 corridor in Orange County Caltrans is proposing another express lanes project and the VMT mitigation is \$400 million the project itself is \$400 million. He stated what he heard from his trip to Sacramento last week is that this is all in negotiation and the Legislature is starting to be concerned about what this really means when it comes down to dollars and can it be done. He does not want that to deter the Commission from seeing what is possible and what their best effort is to demonstrate to the state. He referred to the second half of item 6 equity programs and in speaking with the Riverside City Council one thing that was raised is looking at equity for the residents of Riverside would there be negative impacts to the residents, would there be negative impacts from cut through traffic, or from the toll rates.

David Thomas stated that Erik Galloway's, Project Delivery Director, staff and his staff together are working on a VMT mitigation bank where it is an eternal bank of RCTC projects it is projects like CV Rail. Staff wants to put those projects on a list now they have had three meetings with Caltrans including Caltrans Headquarters on this bank they are getting some positive feedback and that fact that staff is working on this. The idea is that they identify those projects now, so they do not lose track of the opportunity to include those as future mitigation for projects as they come along. One of the other projects they had talked about is the Express Transit Connector in Corona, Caltrans sees that as a very positive project and the type of project that would provide mitigation potentially for one of these projects they are discussing today.

Commissioner Cindy Warren expressed concern for the \$2 million cost and asked what staff based that on.

David Thomas replied the I-10 Feasibility Study that they did was about \$1 million because they can see the length of this project is probably more than double that and it is more complicated. They are talking about more traffic analysis in this study then they did in the I-10 Feasibility Study as they want to look at those termination points those access points to ensure what they are proposing so when they can come back and present to the Commission staff has some assurance that they are not going to create a problem at their access or termination points with this project.

Chair Spiegel asked does a person that is driving a gas vehicle have a gas tax and then have to pay the VMT that they are looking at doing.

Aaron Hake replied that the concept and the intention is a replacement of a gas tax not in addition to, but he cannot say what the Legislature, or Governor, or Congress will eventually do.

Chair Spiegel stated asking that because of what some of the Commissioners talked about the batteries that put more weight on the roadway and then once again the gas vehicles they are just being punished because they continue to drive a gas vehicle.

Aaron Hake replied on that point with the gas tax there is a per gallon tax and everyone pays the same but once the concept of VMT is introduced the questions are did they factor in what type of vehicle, is a mile driven by one of the standard electric trucks do they pay the same per mile rate as someone who is driving a Mini Cooper, so those are policy questions on who pays how much and how critical is that.

Vice Chair Raymond Gregory stated that refers to the cost a similar study was done before and it ended up on the shelf. Most of them recognize the cost is well worth it because it produces something that helps fix the problem but is concerned that they spend \$2 million on something that does not have much of a likelihood moving forward. He stated that Aaron Hake illuded to the fact that the host cities have indicated there could be some more receptive feel in the future and asked if he could add to that.

Aaron Hake stated this whole proposal came up organically through the Traffic Relief Plan (TRP) outreach process specifically with the city of Riverside. When this Commission did the first TRP in 2019 the TRP was skimmed when it came to the city of Riverside and when the Commission updated the TRP last year staff approached the city of Riverside and asked what their priorities are as it is important the largest city in the county have substantive projects and that is when city staff wanted to talk about this again. They went through a series of meetings with the city where they said they were open to this staff reached out to the city of Moreno Valley as they see some of these projects go through Moreno Valley and that city was receptive as well to look at this again. Primarily this is due to Measure A having no more projects and there is no other funding to deal with the congestion in this part of the county. Following those staff level discussions, they approached Commissioner Conder he referred them to the city of Riverside Mobility and Infrastructure Committee where staff presented as they wanted to make sure Riverside was onboard with doing the study before they came to the Commissioners today. He then asked Commissioner Conder if he would like to provide more feedback.

Commissioner Conder stated that he also chaired the Mobility and Infrastructure Committee, and he will listen to anything. The studies are good, if they do not look at things they do not know but there is no appetite on the city council to do this the city staff is looking at it technically how can they technically move more traffic.

Commissioner Perez stated this is a great conversation to have and appreciates the fact that it seems like folks on the west end are not ready for something like this. On the east end of the county, they decided to put a hold on moving forward in hopes that one day they could all come together as a county to approve such a measure. They do need the resources in order for them to improve the projects, update projects, or review projects within the east end of the county of

Riverside obviously throughout the entire county of Riverside. He is hearing today that there is no appetite for it then he is going to request that the east end of the valley they consider now once again going forward with a plan of action in order for them to put up for a vote for their folks on the east end to get the funding that is going to be necessary so they can improve their roads otherwise there is no need. He expressed appreciation to Commissioner Gregory for his comments and the points of his colleagues he will also ask that they officially have a long conversation on this there will be movement on the east end and will ask his colleagues on the east end to move in unison.

Commissioner Washington stated Aaron Hake said very clearly that their plan is for a measure going forward, so the western side has not abandoned that effort there is still more dialogue to be held. As it relates to VMT he agrees with the other Commissioners the cost, or the expense is unreasonable, but Aaron Hake gave a good explanation of how VMT would be assessed. He stated as a household that has an EV and a plug-in hybrid, they recognize that they are probably not paying their fair share for road maintenance. The dialogue was how do they accommodate all the vehicles on the roads and then how do they pay for the infrastructure improvements. He supports this effort here as well. He supports the infrastructure improvements that is needed to move the ever-growing Riverside County over by the western side especially in the southwest as the growth has been chart topping. They are putting a lot of cars on the road, but they are also putting a lot of families in homes and into jobs.

Commissioner Sheri Flynn stated yesterday they had talked about Interstate 10 going through Beaumont, Banning, through Cabazon and having an express lane in there and asked if staff could add that to this study because she does not see it in there. It is not in the TRP and if they are going to be doing this long-range plan and spending that much money it should be included also.

Aaron Hake replied that was approved yesterday they are moving forward with that this is a separate project, a separate study, for just this area of Riverside looking at express lanes here. The approval yesterday actually will initiate a process with Caltrans for them to be the first of the planning phase.

Commissioner Gregory stated that he is always a fan of plans when there is some possibility of being used but he is perplexed when the city of Riverside is saying that they are not likely to use it. He does not think he can support this, unless there is a motion to look to a future time when they can get better assurances that it will be used.

Commissioner Conder stated that it is not unusual for someone to pay \$25 per day going back and forth to Los Angeles County or Orange County on the express lanes that is \$6,000 a year and the lower income people are going to be affected by taking the HOV, the HOV gets all clogged up. This will severely impact the lower income people and at this point they are just not willing to do it, but they are exploring it.

Chair Spiegel asked Commissioner Speake to comment since Corona was the first one when they lost the HOV lane through Corona what the experience was. She is having a hard time with Riverside blocking a project that is countywide that is their direct conduit.

Commissioner Speake stated he was telling Commissioner Conder earlier he worked exclusively in Riverside for 35 years and used all the freeways, and he gets what Commissioner Gregory is saying that if they are not sure they are going to use something then why spend the money but there is more to this study than just this. He was here in 2019 when the council and this committee was in favor of moving forward without adding a lane to give something to people for what they are taking away. He stated as David Thomas had mentioned they have learned a lot of lessons along the way to make things better and they are starting to see that, but from his constituents they do not want to pay anymore. Although when they must get home or have to get somewhere and can really plan their time, they have embraced it, it can be a lot of money, and they pick those choices each day, but it has been worth it. He is in favor of moving forward with this study because they need to know what those answers are, what the VMT would be, whether or not CTC would even approve anything like this because they have seen the struggles last couple of years sitting in those meetings listening to people that do not live here trying to explain why they do not want people to move around. They need something in between because they do not have a fully functioning public transportation system that is going to get built anytime soon and this is going to take a while, but it will be lighting fast compared to having a functioning public transportation system.

Commissioner Gregory stated now he is hearing it is not a will to do it, and it makes it so that people without financial means cannot move on that same corridor as they do today so that is where some of the equity discussion and research would come. He is not seeing that there is just no way Riverside is going to withdraw their complete blockage of this project if these equity questions can be worked out so that it could be used for everyone's good there is a possibility that some project could move forward.

Commissioner Conder concurred with Commissioner Gregory's comments.

Aaron Hake stated to answer all the questions that have been discussed here they have to do traffic modeling, a revenue analysis, and some level of engineering and that costs a substantial amount of money just to get answers to those questions.

Andrew Kotyuk, San Jacinto 79 Coalition, stated on the low-income side the express buses will be able to use the express lanes, so this helps the very low income. On the measure moving forward from the citizen side that absolutely is a must, and he already had received some feedback from citizens in support of a possibility supporting a citizens' initiative and he will be talking with staff to help support that effort as well.

This item is for the Commission to:

M/S/C (Speake/Washington) to:

- 1) Direct staff to update the Next Gen Toll Feasibility Study completed in 2019.**

At this time, Commissioner Bob Magee left the meeting.

CORE CAPACITY INNOVATIVE TRANSIT STUDY PRESENTATION

Lorelle Moe-Luna, Multimodal Services Director, presented the Core Capacity Innovative Transit Study update, highlighting the following areas:

- Project overview including a study area map
 - What is Core Capacity?
 - Builds off the Traffic Relief Plan
 - Study area includes three corridors
 - ✓ I-15 (SR-60 / San Bernardino County line to San Diego County line)
 - ✓ I-215 (SR-60 / SR-91 / Downtown Riverside to I-15)
 - ✓ SR-74/San Jacinto Branch Line Corridor
- I-15 Corridor
 - Lake Elsinore to Rancho Cucamonga (left) and Lake Elsinore to Temecula (right)
- I-215 Corridor
 - Riverside to Perris (left) and Perris to Temecula (right)
- San Jacinto Branch Line / SR-74 Corridor
- Phases of study
 - Completed Existing and Future Conditions Analysis
 - Developed Study Goals and Initial Performance Measures
 - Ongoing Stakeholder Meetings
 - Identifying Potential Improvement Types
- Existing and future conditions – Western Riverside County
 - 2045 Projections
 - ✓ Population increase of ~800,000 (42 percent)
 - ✓ Employment increase of ~270,000 jobs (50 percent)
 - ✓ Daily vehicle trips increase from ~4.2 million to ~6.0 million
 - More segments of study corridors will start to exceed capacity
 - Miles per hour during peak periods will be below 30 mph in some places and below 40 mph in others
 - Truck trips will continue to place additional demand on the network with the increase in warehousing and logistics
- Project funding and study goals
- SCAG Designations – A map of the priority growth areas and a map of the regional job centers
- A heat map of the daily vehicle/capacity ratio in 2018 and 2045
- Examples of possible improvement types
 - Dedicated transit lanes/bus on shoulder, HOV, or managed lanes
 - Zero emission multiple unit
 - Transit signal priority/Intelligent Transportation System
- Photos of examples of Mobility Hubs
- Next steps

Lorelle Moe-Luna recognized and introduced Chris Wahl and Dara Braitman from HNTB who were in the audience.

Commissioner Speake asked as part of this study they will be picking which mode will be the most preferential and what will be the main drivers for which one they pick or is it part of the study.

Lorelle Moe-Luna replied that it is part of the study probably the two biggest factors will be ridership potential and then the costs.

This item is for the Commission to:

M/S/C to:

- 1) Receive a presentation on the Core Capacity Innovative Transit Study.**

CLOSING REMARKS

Commissioner Conder thanked the staff for putting this Workshop together it was flawless.

Commissioner Warren requested to get a summary of the February 20 Commission and February 20-21 Commission Workshop meetings within the next week so they can present at council.

Chair Spiegel requested to include all the presentations so anyone will have the opportunity that missed any of it will have it.

Commissioner Waymond Fermon thanked everyone for the discussion he has been on this Commission for seven years and is always learning something new. Also, while they are travelling through their county, whether it is Corona or Beaumont there are challenges in all their communities. He appreciates that they are all experts in their area they are all vying for that space of that dollar to improve their quality of life for their travelers. He expressed concern for the challenges of the Pass Area especially with the challenges with weather and they on the westside are a larger population they got more public transportation more options, but they need to focus on the Pass Area in the eastern county. He appreciates having these conversations as they are very productive. He expressed appreciation for RCTC's SR-60 Truck Lane Project it is a beautiful project but when they open those corridors like that with more traffic it bottlenecks in Banning, in Beaumont, and in the Coachella Valley and to keep that in mind when having these discussions. He appreciates the Workshop; it was very informative.

Chair Spiegel stated the bottlenecks happen, Corona found that out as she mentioned it yesterday when Orange County did their express lanes and Corona then had to wait 20 years, but down on I-15 Lake Elsinore is having that problem because the express lanes stop right at Cajalco and it just pushes the traffic down. When they do not have the funds to do an entire project at one time and they do it in piecemeal there is consequences to it but there are also consequences to do nothing. The conversation is good she thanked Commissioner Fermon for sharing that

because it is important they do speak up for their communities. She expressed appreciation for everyone who has shared at this Workshop and to advocate for their communities.

Commissioner Krupa stated regarding the conversation yesterday about length of time projects take the Highway 79 project 42 years so far and expect to be completed in 2042.

Aaron Hake thanked the Commissioners throughout the last 24 hours the Commissioners have taken an action that affects every single community and every single part of the county. He appreciates their engagement and taking the time to be here away from all their responsibilities they have in the community they have given staff direction, and their input is taken seriously. On behalf of staff, it is an honor to work for this Commission and appreciates what they bring. He thanked and acknowledged Lisa Mobley, Administrative Services Director/Clerk of the Board, Tara Byerly, Deputy Clerk of the Board, and Melonie Donson, Deputy Clerk of the Board for all their work on the Workshop. He reminded the Commissioners there is a February 24 Budget and Implementation Committee meeting and a Western Riverside County Programs and Projects Committee meeting.

There being no further business for consideration by the Riverside County Transportation Commission, the workshop adjourned at 10:08 a.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa', with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, March 12, 2025

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Karen Spiegel at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Ulises Cabrera
Chuck Conder
Joseph DeConinck***
Kathleen Fitzpatrick
Eve Fromberg Edelstein***
Waymond Fermon*
Raymond Gregory
Yxstian Gutierrez
Jan Harnik
Bob Karwin
Linda Krupa
Clint Lorimore
Bob Magee
Jose Medina
Scott Matas***

Linda Molina
Joseph Morabito
V. Manuel Perez
David Ready***
Jeremy Smith
Wes Speake
Karen Spiegel
James Stewart
Fia Sullivan
Toper Taylor
Elizabeth Vallejo
Valerie Vandever
Cindy Warren
Chuck Washington
Lloyd White

Commissioners Absent

Steven Hernandez
Sheri Flynn
Catalino Pining

*Joined after the meeting was called to order.

**Joined the meeting at French Valley.

***Joined the meeting at Palm Desert.

At this time, Second Vice Chair Jeremy Smith led the Commission in prayer.

3. PLEDGE OF ALLEGIANCE

Vice Chair Raymond Gregory led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR

M/S/C (Gregory/Berkson) to approve the following Consent Calendar items.

6A. APPROVAL OF MINUTES – FEBRUARY 20, 2025

6B. QUARTERLY SALES TAX ANALYSIS

- 1) Receive and file the sales tax analysis for Quarter 3, 2024 (3Q 2024).

6C. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the six months ended December 2024.

6D. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended January 31, 2025.

6E. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, OCTOBER – DECEMBER 2024

- 1) Receive and file the Quarterly Public Engagement Metrics Report for October - December 2024.

6F. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2024.

6G. STATE AND FEDERAL LEGISLATIVE UPDATE

- 1) Receive and file a state and federal legislative update.

6H. AGREEMENTS FOR ON-CALL RIGHT OF WAY APPRAISAL AND APPRAISAL REVIEW SERVICES

- 1) Award the following agreements to provide on-call right of way appraisal and appraisal review services for a three-year base period, with two, one-year options to extend the agreements for a total period of performance of up to five years, in an amount not to exceed an aggregate value of \$1,285,000;
 - a) Agreement No. 25-31-008-00 with Bender Rosenthal, Inc;
 - b) Agreement No. 25-31-046-00 with CBRE, Inc;
 - c) Agreement No. 25-31-047-00 with Hawran & Malm, LLC;
 - d) Agreement No. 25-31-048-00 with R.P. Laurain & Associates, Inc.; and
 - e) Agreement No. 25-31-049-00 with Riggs & Riggs, Inc;
 - f) Agreement No. 25-31-050-00 with Thompson & Thompson Real Estate Valuation and Consulting, 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.

6I. AMENDMENT TO CITY OF RIVERSIDE'S FISCAL YEAR 2024/25 SHORT RANGE TRANSIT PLAN

- 1) Approve a \$200,000 increase in the Fiscal Year (FY) 2024/25 Local Transportation Fund (LTF) funding allocation for the city of Riverside (City) for a new allocation amount of \$5,102,802; and
- 2) Approve an amendment to the City's FY 2024/25 Short Range Transit Plan (S RTP) to increase the LTF operating allocation in the amount of \$200,000 for preventative maintenance (PM) and other operating expenses.

6J. AGREEMENT FOR TRANSPORTATION DEVELOPMENT ACT TRIENNIAL PERFORMANCE AUDIT SERVICES

- 1) Award Agreement No. 25-62-036-00 to Michael Baker International Inc (MBI). for Transportation Development Act (TDA) Triennial Performance Audit Services (TPA) for a one-year term, and one, three-year option to extend the agreement, in the amount of \$286,812, plus a contingency amount of \$14,338, for a total not to exceed amount of \$301,150;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement including the option term, 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.

6K. MEASURE A SPECIALIZED TRANSIT AWARD RECOMMENDATIONS FOR FISCAL YEARS 2024/25 – 2026/27 - AMENDMENT 2

- 1) Approve Amendment 2 with additional awards totaling \$286,992 for the Western Riverside County Measure A Specialized Transit Program Fiscal Years (FY) 2024/25 – 2026/27 Call for Projects, for a total amount of \$11,210,587;
- 2) Approve Amendment No. 1 to Agreement No. 24-26-114-00 with Operation SafeHouse for an additional amount of \$44,297 for Operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$195,738;
- 3) Approve Amendment No. 1 to Agreement No. 24-26-106-00 with Angel View, Inc. for an additional amount of \$40,450 for Operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$270,417;
- 4) Approve Amendment No. 1 to Agreement No. 24-26-113-00 with Michelle's Place Cancer Resource Center (Michelle's Place) for an additional amount of \$68,805 for Operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$146,085;
- 5) Approve Amendment No. 1 to Agreement No. 24-26-112-00 with Independent Living Partnership (ILP) for an additional amount of \$33,440 for Capital from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$1,820,181;
- 6) Approve Amendment No. 1 to Agreement No. 24-26-128-00 with Forest Folk, Inc. (Forest Folk) for an additional amount of \$100,000 for a replacement vehicle from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$441,389; and
- 7) Authorize the Chair or Executive Director to execute the agreements with the award recipients, pursuant to legal counsel review.

6L. INTERSTATE 10 AND STATE ROUTE 79 INTERCHANGE PROJECT FUNDING AND COOPERATIVE AGREEMENT

- 1) Approve the use of up to \$2,009,400 of Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds for the project initiation document (PID) phase of the Interstate 10 / State Route 79 (I-10 / SR-79) Interchange Project (Project);
- 2) Approve Cooperative Agreement No. 25-72-064-00 with the city of Beaumont for the I-10 / SR-79 Interchange Project PID phase; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

6M. STATE ROUTE 91 IMPROVEMENTS EAST OF INTERSTATE 15 – AGREEMENT WITH PARSONS TRANSPORTATION GROUP INC.

- 1) Approve Agreement No. 09-31-081-16, Amendment No. 15, with Parsons Transportation Group Inc. (Parsons) for completion of a geometric feasibility study for State Route 91 (SR-91) improvements east of Interstate 15 (I-15) in the amount of \$198,130, plus a contingency amount of \$20,000, for a total amount not to exceed \$218,130;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services; and
- 4) Authorize the expenditure of \$109,065 of 91 Express Lanes toll revenue designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund 50 percent of the completion of the geometric feasibility study for 91 Improvements east of I-15.

At this time, Commissioner Waymond Fermon joined the meeting.

7. PROPOSED POLICY GOALS AND OBJECTIVES FOR FISCAL YEAR 2025/26 BUDGET

Daniel Hernandez, Financial Budget Manager, presented the proposed Policy Goals and Objectives for Fiscal Year 2025/26 Budget update, highlighting the following areas:

- Budget development – Commission Goals and Policies; Department Goals and Objectives; and Budget Development and Adoption
- Commission goals and objectives
 - ✓ Quality of life
 - ✓ Operational excellence
 - ✓ Connecting the economy
 - ✓ Responsible partner
- Commission goals and objectives – Updated for FY 2025/26 for following categories
 - ✓ Quality of life
 - ✓ Operational excellence
 - ✓ Connecting the economy
 - ✓ Responsible partner
- Short-term objectives: Capital and Toll Project Development and Delivery + Operations + Regional Programs + Management Services = FY 2025/26 Budget
- Guiding fiscal policies
 - ✓ Financial planning
 - ✓ Revenues
 - ✓ Expenditures/expenses

- ✓ Debt management
- ✓ Cash management
- ✓ Accounting and reporting
- Commission fiscal policies – Updated for FY 2025/26 for the following categories
 - ✓ Financial planning
 - ✓ Revenues
 - ✓ Expenditures/expenses
 - ✓ Debt management
 - ✓ Cash management
 - ✓ Accounting and reporting
- Next steps

Daniel Hernandez thanked Sergio Vidal, Chief Financial Officer, and Michele Cisneros, Deputy Director of Finance, for their assistance with this presentation.

Aaron Hake, Executive Director, stated this is Daniel Hernandez's first presentation with the Commission.

M/S/C (Molina/Warren) to:

- 1) **Review and approve the proposed Commission Policy Goals and Objectives for the Fiscal Year (FY) 2025/26 Budget; and**
- 2) **Review and approve the Fiscal Accountability Policies for the FY 2025/26 Budget.**

8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 2025 CALL FOR PROJECT NOMINATIONS PROJECT PRIORITIZATION FRAMEWORK

Jillian Guizado, Planning and Programming Director, provided a detailed overview for the RCTC Project Prioritization Framework (framework) for Southern California Association of Governments (SCAG) 2025 Call for Project Nominations for the distribution of Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funds.

Vice Chair Gregory expressed appreciation to RCTC staff as well as the staff at the regional bodies for working so hard to put together some good, simple, elegant language to make sure all the good projects no matter where they are located are on equal footing.

Aaron Hake thanked Vice Chair Gregory for his comments and stated that they had a lot of great discussions with their colleagues at the Coachella Valley Association of Governments (CVAG) to come up with this and they all have the singular focus of getting as much money to Riverside County as possible, giving everyone a fair opportunity and they came up with a great package.

Commissioner V. Manuel Perez asked Aaron Hake what the effort was they had to go through within the Coachella Valley.

Aaron Hake replied in the first round it was a very small pot of funding, and they were trying to figure out what could they as a region put forward that would have the best chance at getting that small pot of funding. This time they had more time, a bigger pot of funding, and they could consider more factors.

Commissioner Perez stated he is aware that from CVAG although he has not had a chance to look at it but Jonathan Hoy, CVAG, put something together for them to look at. It was a little bit on that end and a little bit on their end and he hopes they are obviously ready to now move forward and understand the significance of what occurred.

Jillian Guizado clarified when they took the original framework in November or December 2023 between the committee meeting in November and the Commission meeting in December where the prioritization framework was approved they did revise it to ensure that the Coachella Valley had a high priority project that would receive the same number of points that a Western Riverside County project would receive and the Coachella Valley did receive funding out of the first SCAG call for the access project that they are working diligently to get off the ground.

Second Vice Chair Gregory stated reading Jonathan Hoy's email that Commissioner Perez is referring to and CVAG staff is supportive of the language in this item.

M/S/C (Molina/Warren) to:

- 1) Approve the RCTC Project Prioritization Framework (framework) for the Southern California Association of Governments (SCAG) 2025 Call for Project Nominations.**

9. AGREEMENTS AND AN AMENDMENT FOR STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

John Tarascio, Senior Capital Projects Manager, presented the State Route 60/Potrero Boulevard Interchange Project – Phase II update, highlighting the following areas:

- Project location – In the city of Beaumont at the western end of the San Geronio Pass area of Riverside County on SR-60, between Jack Rabbit Trail and the SR-60/Interstate 10 junction.
- Project overview
 - Project scope
 - ✓ Phase I – Completed and opened to traffic in 2022
 - ✓ Construction of the Potrero overcrossing structure;

- ✓ Installation of concrete median barrier throughout the project limits; and
- ✓ Extension of the existing Potrero Boulevard
- ✓ Phase II – Current Project
- ✓ Widening Potrero Boulevard on both sides of SR-60 to six (6) lanes;
- ✓ Adding two (2) new diagonal on-ramps;
- ✓ Adding two (2) new loop on-ramps;
- ✓ Adding two (2) new diagonal off-ramps; and
- ✓ Realigning of Western Knolls Avenue
- ✓ Phase II is being administered by the Commission on behalf of the city of Beaumont
- Project status
 - Project is currently at 100 percent design
 - Finalizing necessary agreements in preparation for construction phase
 - Seeking allocation of Trade Corridor Enhancement Program (TCEP) funds at June 2025 CTC meeting
 - Anticipate construction contract advertisement in August 2025
 - Start construction in early 2026
- Construction management services procurement
 - Request for Qualifications (RFQ) was released on November 07, 2024.
 - Eight (8) firms submitted responsive and responsible statements of qualifications
 - Jacobs Project Management Co. was selected as the highest ranking firm
 - Contract Amount: \$ 8,612,400 plus a contingency amount of \$ 861,240 (10 percent) for a total amount not to exceed of \$ 9,473,640
- Caltrans construction cooperative agreement
 - Details the roles and responsibilities of each agency through the construction phase
 - Includes \$171,000 for the purchase of Department Furnished Materials from Caltrans. WRCOG TUMF Zone Funds are programmed to cover this expense
- City of Beaumont cooperative agreement amendment
 - Designates RCTC as the lead agency for the construction phase
 - Details the roles and responsibilities of each agency through the construction phase
 - Identifies that all costs and expenses incurred by the Commission will be reimbursed by the City
 - Adds \$2,000,000 in additional funding for utility agreements and associated utility relocation expenses for the Project
 - Amends the total not to exceed agreement amount from \$5,706,000 to \$7,706,000
- WRCOG TUMF cooperative agreement

- Tri-party agreement between the Commission, WRCOG, and the city of Beaumont
 - Sets forth the terms and conditions for release of \$13,500,000 in TUMF Zone Program funds for the project
 - Details the administrative roles and responsibilities for each agency
- Fiscal impact
 - Funding for project consists of a combination of local and state funds secured by the City, including \$13,500,000 TUMF Zone Program funds from WRCOG
 - City will reimburse the Commission for all costs and expenses related to the project

Commissioner Chuck Conder referred to the recommendation and expressed concern it will cost \$8.6 million for Jacobs to watch the project and asked what the construction management does because that is a lot of money.

John Tarascio replied there is a lot of portions of the scope associated with that and a lot of it is related to the cost of construction and the complexity of the construction involved. For this project the construction is around \$50 million so they are typically looking at 20 percent of construction cost to be the management component of that and they have staff that does all the required quality assurance inspections for the project there is a lot of Caltrans requirements they need to follow. This project is in Caltrans right of way so there is an encroachment permit they need to follow and their set of guidelines, there is labor compliance requirements, a lot of environmental requirements they need to monitor during the course of the project, but this is kind of the average they typically see for a construction project which is around 15 to 20 percent of the construction value.

Commissioner Yxstian Gutierrez stated this is a great project and is really looking forward to this especially for the 5th District and Beaumont would say the same as well. A lot of residents have been concerned about the traffic congestion there and this is just one of the projects that RCTC is doing. He asked about the timeline that staff will be going to the CTC for a \$33 million approval by August.

John Tarascio replied that it will be at the June CTC meeting.

Commissioner Gutierrez clarified in August they would start and how long would it take to finish the project.

John Tarascio replied in August they would put the contract out to bid for the contractor so they would not have a contractor on board until the end of the year and come back to this Commission in November or December for the award of the construction contract and then they would not start actual construction until early 2026.

In response to Commissioner Gutierrez question that it would take six to nine months, John Tarascio replied that the project will take two years.

Commissioner Toper Taylor stated that this is a typical scenario as John Tarascio laid out and there is a lot of new Commissioners including him on this Commission and the way he looks at this is the actual cost of the physical construction is \$13.5 million + \$7.7 million.

John Tarascio replied the \$13.5 million is just one component of the funding the overall funding is \$70 million for the entire project.

Commissioner Taylor replied that he is just talking about the construction alone.

John Tarascio replied that the construction alone is in the \$50 million - \$60 million range.

Commissioner Taylor asked if Caltrans was contributing any funds other than a supervisory role.

John Tarascio replied that Caltrans' role on this project is just oversight because the Commission's project is within Caltrans' right of way.

Commissioner Taylor asked about the funds coming from WRCOG of \$13.5 million how much money does that leave in the WRCOG funding.

John Tarascio replied everybody gets a different amount he is uncertain exactly how that is spread as WRCOG are the ones that issue funding to the different agencies for projects.

Commissioner Taylor stated from a prospective of the Commissioners managing governance should they be thinking about the total resources that WRCOG has.

Chair Spiegel replied they go through an application for those funds, and they are zones and so the zone area that covers that area has already done the research as they will receive the funding for that zone. The Commission has no say in that, so if WRCOG commits that \$13 million then they are committing because they have it.

Commissioner Taylor stated that ultimately this funding up to \$7.7 million is kind of the core funding for the project which is being approved today the core physical funding the actual supervising of the construction of the project.

John Tarascio replied no, the \$7.7 million is part of the amendment for their agreement with the city of Beaumont which is allowing expenditures for the Commission to perform the project functions on behalf of the city. If this was a city run project that \$7.7 million would be expended by them but because RCTC is running the project they are providing RCTC the \$7.7 million.

Aaron Hake appreciated all these questions as they are important. He stated from a high level prospective this is a project the city of Beaumont came to RCTC and asked can they deliver this on behalf of the city and RCTC looked into the project and said yes there is \$34 million of state funding at stake that has a strict deadline and will have to go to the CTC in the coming months to keep that \$34 million for the region on this project. There is no net cost to the Commission for administering this project it is all reimbursed either by the city of Beaumont funds, WRCOG funds, the state grant funds they are essentially the contractor to the city of Beaumont to do this, so they are going through the typical phases of work to put a construction project out to bid. They are currently finishing up the environmental validation process and updating the environmental document through Caltrans, finalizing the design and this is the next step putting a construction management firm on board to oversee the contractor. As John Tarascio mentioned this firm will be the interface on behalf of the Commission with the contractor and with Caltrans making sure the contractor is meeting all state requirements, that the inspection is occurring, they are staying on schedule, basically doing the on the ground field work on RCTC's behalf. The Commissioners will be seeing this project again soon because they will be advertising the project for construction and staff will see what comes back when they open the envelope in a few months and bring it back to award the funds.

Commissioner Toper clarified the process started in 2013.

Aaron Hake replied that this project has been under development for quite some time and deferred to Commissioner White to respond, but the first phase of the project has already been delivered as the bridge has already been built this project here is to add the ramps and the connections to the state highway system.

Commissioner Linda Molina stated this is a much-needed project and is happy to see it moving forward for the SR-60 access it is a safer way to access the freeway and is great for goods movement.

Commissioner Lloyd White stated in 2013 when he came on council it was during some major criminal action and the now convicted felons at the time left the city with no money for this project, so they put in on the shelf in order to solve their other problems. They did do Phase I but that did not have the on ramps and as Commissioner Molina pointed out this is going to make a significant impact for the Pass Area, not just for Beaumont, it gives them another option other than Beaumont Avenue and provides an escape route when a train breaks down. He then made a motion to move this project forward.

Commissioner Conder concurred this is an important project and questioning the construction management contract is in no way trying to diminish the project as John Tarascio mentioned 15 to 20 percent and asked if that has been going up over the years.

John Tarascio replied that it probably grows as more regulations and requirements come about.

M/S/C (White/Molina) to:

- 1) Award Agreement No. 25-72-013-00 to Jacobs Project Management Co. for construction management, materials testing, construction surveying and public outreach services for State Route -60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of \$8,612,400, plus a contingency amount of \$861,240, for a total amount not to exceed \$9,473,640;**
- 2) Approve Cooperative Agreement No. 25-72-069-00 with Caltrans that defines the roles and responsibilities for the construction of the Project and identifies and approves \$171,000 for Department Furnished Materials for the Project;**
- 3) Approve Cooperative Agreement Amendment No. 24-72-064-01 with the city of Beaumont (City) to authorize Commission staff to be the lead agency on behalf of the City for the construction phase, increase the original cooperative agreement amount of \$5,706,000 by \$2,000,000, including contingency, for a total not to exceed \$7,706,000 for these additional services;**
- 4) Approve Cooperative Agreement No. 25-72-066-00 with the City and Western Riverside Council of Governments (WRCOG) for the allocation of \$13,500,000 of Transportation Uniform Mitigation Fee (TUMF) Zone funds by WRCOG for the construction phase of the Project;**
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;**
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 7) Authorize the Executive Director, or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.**

10. 241/91 EXPRESS CONNECTOR PROJECT OVERVIEW AND UPDATE

David Thomas, Toll Project Delivery Director, stated Ryan Chamberlain Transportation Corridor Agencies (TCA) Chief Executive Officer, is here today as well. He then presented an update for the State Route 241/91 Express Lane Connector project, highlighting the following areas:

- SR-91 Express Lanes including a map of the proposed 241/91 Tolled Express Lanes Connector Project

- Orange County Transportation Authority (OCTA) acquired the 91 Express Lanes in January 2003
 - OCTA and RCTC jointly sponsored legislation 2008
 - RCTC extended the 91 Express Lanes in 2017
 - \$2.2 Billion invested
 - 91 Implementation Plan
 - Franchise agreements for OCTA extends to 2065 and 2067 for RCTC
- 15/91 ELC and EB 2.0 including a map
 - EB 91 EL added between I-15 and Promenade (“EB 2.0”) - Opened November 21, 2023
 - Improved capacity in EB 91 Express Lanes
 - TCA to reimburse RCTC for capital cost
- 241/91 EC Project including a map
 - Single lane median-to-median connector between SR-241 and the 91 Express Lanes
 - Separate tolled facility in addition to Windy Ridge toll and RCTC 91 Express Lanes toll
 - 2019 multi-agency Term Sheet between OCTA, RCTC, TCA, Caltrans
 - 2025 estimated total cost at \$524 million funded by TCA
- 241/91 EC Operations Term Sheet
 - *“Eastbound – Goal is to utilize available EB 91 Express Lanes capacities without negatively impacting its operations beyond established capacity thresholds.”*
 - Operational metrics for Eastbound 91 Express Lanes:
 - ✓ Maintain speeds greater than 60 miles per hour in the critical zones
 - ✓ 241/91 EC volumes not to exceed 1,500 vehicles per hour
 - ✓ No more than 200 connector vehicles exiting per hour on the 91 Express Lanes at the county line
 - ✓ 3,000 vehicles per hour on 91 Express Lanes – east end
 - ✓ 100 vehicle max queue on 241/91 EC
- SR-91 Eastbound Configuration with 241/91 EC
- SR-91 Westbound Configuration with 241/91 EC
- Westbound SR-91 average weekday morning GP Lanes Heat Map
- Eastbound SR-91 average weekday afternoon GP Lanes Heat Map
- Eastbound SR-91 average Friday afternoon GP Lanes Heat Map
- Northbound SR-241 average weekday afternoon and average Friday afternoon GP Lanes Heat Maps
- 91 ECOP and an EB 91 Lane Configuration
 - Env Reval 2025
 - Tentative schedule:
 - ✓ PS&E 2026-2027

In response to Commissioner Jan Harnik's question what ECOP is, David Thomas replied that stands for Eastbound Corridor Operations Project. He then continued his presentation regarding the sequence of the construction of projects, highlighting the following:

- ✓ Construction 2028-2030
- 241/91 EC and 91 ECOP local streets (Green River Rd/Foothill Pkwy) – Approximate impact of project peak hour
- 241/91 EC and 91 ECOP local streets (Green River Rd/Foothill Pkwy) a map of the 16 intersections between SR-91 and I-15 were analyzed to determine the impacts
- 241/91 EC and 91 ECOP local streets (Green River Rd/Foothill Pkwy) Intersection LOS & Delay Results – 2050 Mitigation table
- N241/E91 EC Operating Controls: Progressive Demand Management
 - 1) Dynamic pricing
 - 2) Toll connector meter
 - 3) HOV (2+ or 3+) Only mode
 - 4) Transit (Bus Only) mode
- ✓ Governance Team
- Open concerns
 - Inability to manage 241/91 EC traffic demand resulting in EB 91 Express Lanes performance issues
 - Underutilization of the 241/91 EC during “Super-Peak” hours
 - High tolls on the 241/91 EC and/or 91 Express Lanes
 - Lack of available capacity in the 91 Express Lanes following the 91 ECOP
 - Terms of Governance
- TCAs Project Schedules (as of March 2025)
 - 2nd Quarter 2025:
 - ✓ CTC public hearing (AB 194)
 - ✓ Master and Operating Agreements* (*RCTC Commission approval)
 - ✓ CTC approval (AB 194)
 - Mid 2025:
 - ✓ Construction Advertisement
 - Late 2025:
 - ✓ Begin construction
 - Late 2028:
 - ✓ Open to traffic

Commissioner Wes Speake stated that he has a lot of questions and some concerns he thanked David Thomas for the presentation and Mr. Chamberlain for being here as well. They have been talking to TCA since 2019 when his predecessor came to speak to him and his colleague from the Fourth District which would be most affected by this, and they had expressed to his predecessor at the time they were very concerned about how this would impact the city streets in Corona. He understands there have been some studies and asked about the street light data what are they factoring for growth because in looking at

some of the numbers on the slides that they will see six additional cars at Bedford and that is just not real. He stated when there is any kind of a slow down or accident or anything else it is massive. He appreciates the fact that the eastbound 91 improvements east of I-15 are being prioritized as part of this project because if they are going to ease the end to allow more pass through then that is a good thing and asked about the timing of that compared to when this project will ultimately be opened.

David Thomas replied he is unaware of where the six number came from and referred to the 241/91 EC and 91 ECOP local streets (Green River Rd/Foothill Pkwy) chart and explained starting at the top the first intersection is the westbound ramps at Green River at the 91 and the second being the eastbound ramp intersection so there is 300 more vehicles that would get off at the off ramp and that is in the column titled Project Volume Approach Delta. The 300 vehicles exit and then 268 is what turn right and end up at the next intersection, 32 turn left and end up at the westbound ramp intersection. They did not analyze beyond the turning left movement, the city criteria for what they consider impact to an intersection is when there are more than 50 vehicles added to the intersection and that is when an analysis is typically required. What is happening with the 268 vehicles is starting to traverse down Green River Road/Foothill Parkway that traffic is splitting off at the different intersections going into the city, some of that traffic is continuing all the way through. By the time they get to Bedford Canyon Road it is 40 vehicles that are added to that intersection that came from the 91 as a result of the project, so it is dissipating as they go down further and closer to I-15 along the way.

Commissioner Speake apologized as he saw the six number and he realizes that it is 40 vehicles and asked where this data came from.

David Thomas replied the source is a travel demand model like what Southern California Association of Governments (SCAG) is required for a project. For this project RCTC was required to meet Caltrans modeling requirements and that model was utilized to develop where is the traffic going and then they analyzed the intersections themselves using a synchro signal intersection analysis modeling and that is the results seen here. There are two models the travel demand models is coming up with the distribution of traffic in that project volume column and then synchro analysis is used to come up with that Level of Service (LOS) analysis and where they see the yellow highlights if they did nothing that would be the result so there would be a worsening condition LOS from E to F but with mitigation traffic signal timing adjustments in the synchro analysis that approved to LOS D. This was all presented to city staff as well and city staff gave RCTC staff approval sometime last year on this.

Commissioner Speake clarified there was some equivocation on that approval it was more basically based on the data presented and wanted to find out more about that. He is concerned about how this was modeled because of where the bottlenecks are moving. If it was modeled using this data now, he is unaware of what the percentage of growth that was factored in the city uses 2 percent and they see this generating a lot more than

40 vehicles per hour additional. Traveling to Bedford on a Thursday or Friday night they will see it backed up almost all the way to California. Also, the assumption of where these cars go the city has not proven that he has asked staff to look at that and he should be part of this project because one of the things they asked TCA staff when this first got brought up to them is to use a license plate reader. He explained that they had run some examples of Sixth Street improvements changes that they had made, and they found that it was not accurate at all, so they had to do some real time modeling. He would like to see how this is really going to impact because that is just the impacts to the city of Corona.

Aaron Hake replied to Commissioner Speake that staff would be happy to follow up and provide more information and have a discussion on that. The data that David Thomas just presented was done for their project the 91 ECOP so it assumes that both the 241/91 is built and the ECOP.

Chair Spiegel clarified that there is other Commissioners in the queue and staff will be following up with Commissioner Speake.

Commissioner Speake referred to slide 16 for the N241/E91 EC Operating Controls: Progressive Demand Management as he appreciates this Mr. Chamberlain had presented this as an idea at a prior Commission meeting and it is good to see this has whittled down and then asked to go to slide 17 for the Open Concerns. He stated the only control they have is to increase costs to their customers and so in order to control the amount of people that are going into those lanes they are going to be jacking the price up. In going back to the original 91 Project there was a study done at some point people do not care and will just pay so the lanes will become broken. He understands if they are going to close it off at some point, but he believes he had heard at a Commission meeting that the percentage of cheaters the people that drive in those lanes when they are not supposed to or do the HOV3+ is 40 percent. In short of just closing the thing down he does not think they will have an issue, and they are going to have to continue to keep jacking the rates up. He already gets hate mail about Cajalco and people are going to start coming to this Commission to complain about how they are basically taking money from them. He has repeatedly said for the past few years about truth in tolling and Mr. Chamberlain vehemently opposed his idea about making sure that people would know what they are buying, they are sitting in traffic they are frustrated they see one lane moving a little bit faster and they will jump into it and pay because there is a perception they will get there so much faster. This is something that needs to be a continued focus for them to share that there is truth in tolling people know what they are buying if this goes forward. This project will happen two years before the ECOP which means they are going to be seeing the bottleneck that is now developing east of Green River, and they are going to cut across four lanes of traffic to get off at Green River.

Commissioner Chuck Washington recommended to Chair Spiegel that Commissioner Speake meet separately with staff to go over all of this.

At this time, Commissioners Scott Matas, Eve Fromberg Edelstein, and Joey DeConinck left the meeting.

Commissioner Speake expressed that this is important to his constituents, and he did agree to shorten his comments. He stated if this carries forward the city of Corona will look into cordon pricing to toll people that exit Green River and enter I-15 it is being done in Los Angeles right now as a trial and the city of Corona will aggressively pursue making that happen to ensure that folks do not cut through their city.

Commissioner Clint Lorimore referred to the modeling slides showing the connection and appreciates that there was modeling being done. He asked what the level of confidence towards that modeling is, is it a standard sort of modeling that has been done elsewhere, also how confident is staff in the data that was input into this model, and in terms of this modeling is it being double checked by somebody else because this is very important.

David Thomas stated as he noted in his presentation is that Stantec is one of the top modelers out there that is who is doing this modeling which he gives TCA credit for bringing them on to do this modeling, because they also do the 91 Corridor modeling for RCTC and OCTA. He stated all three agencies that have a stake here are using the same modeler who RCTC has been using for almost 20 years, and they trust their effort. They have not gone out to a separate modeling group, but they have asked for additional modeling when they have another question about what might happen, and TCA has covered the cost of that modeling. They have some things in the works right now they have asked for regarding additional modeling on the corridor and with all that said modeling is modeling and they do not know exactly how it is going to perform in the end. One of the things about Stantec is they are one of the few firms that does investment grade traffic and revenue studies which means the market trusts them. The market looks for companies like Stantec that put their stamp on the results particularly as it relates to the revenue that is going to be generated for investors that are going to invest into that corridor.

Commissioner Brian Berkson stated as a user of the 91 to Orange County between two and five days a week for the last 20 years he is pretty much an expert at traffic patterns along the 91. This project in combination and in concert with the other things that they have already done with the other lane extensions on the general purpose they have added with the new 71/91 connector he looks forward to this opening. Today, if they were to get on the 241 toll there is no time savings and that is because they hit the Windy Ridge Toll Plaza at the top of the hill and sit for 20 minutes in the two right lanes that are trying to get onto the 91 east there are now delineators so there are no more cheaters that go all the way to the front and come over at the last second. He stated what causes that issue is the fact that when getting off of the 241 onto the 91 they are merging into the general purposes lanes and then they are trying to weave to the left to get to the entrance of the toll lane and that creates gridlock and in the same spot is the 71 connector which is being redone it should take about a mile off of the entrance point brings it back

further toward Orange County with the new method that is being built which will help tremendously the second part of gridlock in that area. Also, vehicles that are on the toll road whether it is the 241 or 91 there will not be a tremendously large number of increased usage of the toll road, because the people that are on the 241 that want to get on the toll road have to weave over and get over there on the 91 they will have a direct access point here which could clog up the 91 from the 55 but if that part is not such an issue everything from that point forward into Riverside County should be much smoother and the general purpose lanes where he had mentioned those two gridlock issues believes that those two projects the 71 and the 241 Connector they should see a whole lot less traffic trying to get down that hill in those two right lanes. Aside from the issues that Corona is facing that people maybe cheating through their city this is going to be a very wise and valuable project and a benefit to residents in general but looking at it overall they are going to move traffic a lot faster especially for people that travel to Orange County everyday are going to save 10-15 minutes each way.

At this time, Commissioner David Ready left the meeting.

Commissioner Bob Karwin requested to pull up slide 6 for the SR-91 eastbound configuration with 241/91 EC and asked what the distance from that red arrow is to Green River.

David Thomas replied that it is about a mile and a half.

Commissioner Karwin stated that one thing he did not see in the traffic modeling is how people are going to get across with 300 more cars exiting there to Green River it seems like that is going to cause a traffic jam on the general-purpose lanes. He asked if that is considered in the modeling of what that is going to do.

David Thomas replied yes, and he went to slide 9 the eastbound SR-91 diagram and stated that is considered in this diagram. He then went to slide 5 the 241/91 EC operations term sheet and stated movement is something that is one of the performance metrics and he referred to the third check mark on the slide and stated that no more than 200 connector vehicles exiting per hour on the 91 Express Lanes at the county line.

Commissioner Karwin asked if they are going to hold them up at the toll booth, so they do not enter onto the express lane.

David Thomas replied that will be measured and that will work its way into an algorithm that will control the pricing so it will use those same progressive demand management tools that will control all these metrics that are seen on the screen. The only one that is not controlled by the algorithm is that 3,000 vehicles per hour which then leads to a governance team to review what happens and makes corrections based on that.

Commissioner Karwin stated one of the things that he sees here using the faucet analogy it seems backwards it really seems like all of the surface connectors and intersections and everything downstream should be done first so when the spicket gets turned on all of this traffic flows smoothly, but if they start at the freeway it seems like it is going to be a nightmare. He expressed he is stuck on the benefit to the 91 on this as they are going to spend all this money, and they already know traffic speeds are going to go down it does not seem like a great benefit for traffic eastbound on the 91. He stated that they will alleviate that toll booth issue on the 241 and transfer that clog to the 91 once they get passed that smooth transition to there then everybody gets jammed up right before Green River, so he is not seeing the bigger benefit until the relief points are improved.

Aaron Hake replied to Commissioner Karwin the scenario he is describing is where his staff is spending 95 percent of their time on this project and what he is describing is their concern in what they call the super peak in the afternoon on Thursdays and Fridays for a few hours. In the grand scheme of things and the entirety of the project westbound is an improvement the rest of the times of the day eastbound show an improvement it is the critical few hours on Thursdays and Fridays and as the region grows that may expand to Wednesdays or more hours.

Commissioner Karwin replied but that is where it is needed without that super peak, they do not even need to do this.

Aaron Hake replied in the westbound he thinks that they do. Also, the Eastbound 2.0 Project the change order that they did as part of the 15/91 was intended to be that sort of advanced capacity the 91 CIP was that as well that they completed. He stated no matter how many of these advanced improvements they do to catch things downstream the 91 has too many cars and it will have even more and more, and it is going to break someday. He expressed appreciation for all the Commissioners' input as this is important, and that TCA was here to hear those comments as well and will spend the next few months working with them. This is critical for the whole region their partnership with Orange County is so crucial to arteries like the 91 and they value their partnerships with OCTA, TCA, and Caltrans. He stated what they are doing today has never been done they have two express lanes facilities with a third toll road facility connecting to it and on one of the busiest corridors in the country. There are a lot of things here where they are pioneering and are doing their best to get it right and Commissioner Lorimore's questions about how much confidence do they have with the modeling and data is crucial. He assured the Commission what they do today on their express lanes and what they have done since they opened is to continue to validate that modeling that they did from the beginning they continually refine it through a feedback process with these consultants so that the data they are looking at today for their express lanes builds the experience they have gained since 2017. He explained what they are trying to do with this agreement on the 241 is make it so that they can pivot or adjust in real time based on what the commuter does, so they need a governance structure of that. It does have some rules in place, some predictability for the customer, but also some flexibility for them and the

other agencies involved to make real time adjustments as much as they can. This is highly complicated, it is one of the reasons they want to get this right, and take the time to get this right, and they have communicated with TCA that their schedule is aggressive. They will meet with Commissioner Speake and any of the other Commissioners that are interested in further details, but they wanted the Commissioners to hear this today so that they get the Commissioners' input in advance of a vote on this in a few months.

M/S/C to:

- 1) Receive a presentation on the 241/91 Express Connector Project.**

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

There were no items pulled from the Consent Calendar.

At this time, Commissioner Gutierrez left the meeting.

12. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake:

- Thanked the Commissioners for their participation and attendance at its February 20-21, 2025, Commission Workshop it was a huge success.
- There is a City Selection Committee meeting being held right after the Commission meeting in the Board Room so if they are participating in that meeting, they are in the right place.

13. COMMISSIONER COMMENTS

- 13A.** Second Vice Chair Smith congratulated Commissioner Linda Krupa who was nominated for Woman of the Year.
- 13B.** Commissioner Karwin announced he attended the Southwest Riverside County Association of Realtors and David Knudsen, Deputy Executive Director, presented there and he was well under fire for a lot of his presentation he handled it with grace and professionalism, and appreciated the presentation and the way he handled the questioning from that group and commended him on that.
- 13C.** Commissioner Ulises Cabrera announced the March Air Reserve Air Show is coming back again this year and that is scheduled on April 12 and April 13 they are expecting more people this year and this is an invitation to all the Commissioners to come out and enjoy the show.

- 13D.** Commissioner Harnik stated at the last several meetings she has asked for Caltrans to help them on SR-74 so even though Catalino Pining, Governor's Ex Officio, Caltrans District 8, is not here today she would be remiss in not saying they have helped, they have filled in potholes, and they have many plans going forward and she thanked them for that. She also thanked Aaron Hake for putting that together.
- 13E.** Chair Spiegel announced March 11 was the five year anniversary from the beginning of Covid and she only brings it up if nothing more than the fact that RCTC continued to work during that time and it did not put the Commission behind in projects and was done in a very healthy and aggressive way at the time and under Aaron Hake's and former Executive Director Anne Mayer's leadership they got things done.

14. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:13 a.m. The next Commission meeting is scheduled to be held on Wednesday, April 9, 2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa Mobley', with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director /
Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Megan Kavand, Toll Finance Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended February 28, 2025.

BACKGROUND INFORMATION:

The Commission's investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. Additionally, the Commission has fully expended the 2017 Financing bond proceeds for the I-15 ELP.

The monthly investment report for February 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of February 28, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.74 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,137,593,291
Trust	344,895,613
Commission-managed	196,251,362
STAMP for 91 CIP	59,884,500
Total	\$ 1,738,624,766
Note: ¹ Unreconciled and unaudited	

As of February 28, 2025, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indenture for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

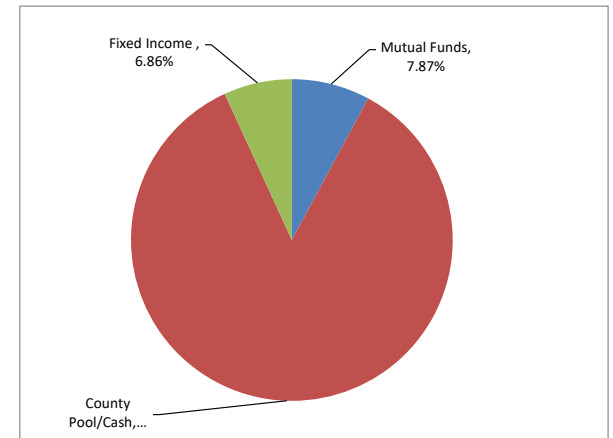
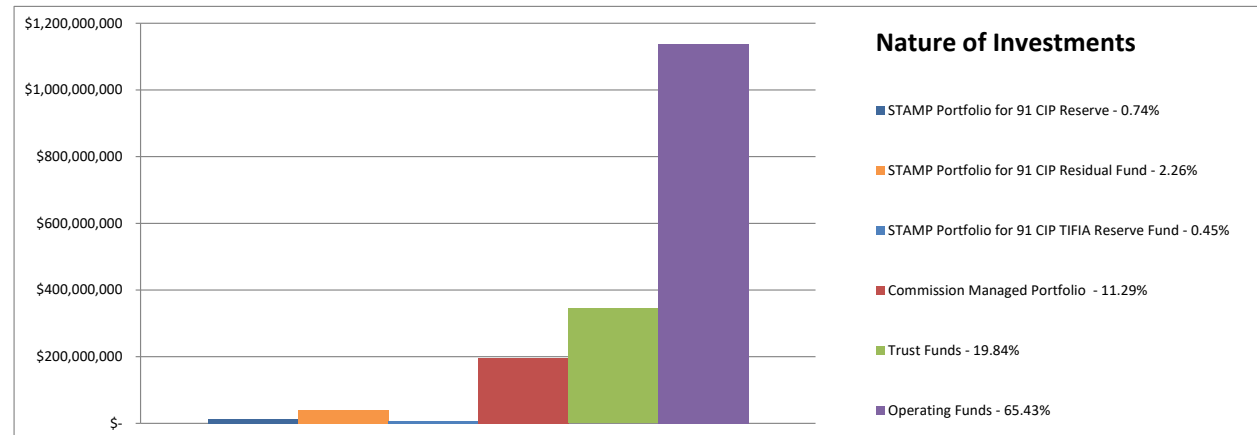
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: February 28, 2025

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	39,619,662	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,097,973,629	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,137,593,291											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	344,895,613	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	344,895,613											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	59,370,091	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	136,881,271	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	196,251,362											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,795,331	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	39,263,250	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,825,919	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	59,884,500											
TOTAL All Cash and Investments	\$ 1,738,624,766											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Andrew Sall, Senior Management Analyst, Legislative Affairs Tyler Madary, Legislative Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a state and federal legislative update.
- 2) Adopt the following bill position:
 - a) AB 334 (Petrie-Norris)—Support.

BACKGROUND INFORMATION:

State Update

Members of the Legislature introduced 2,350 bills ahead of the February 21 bill introduction deadline, an increase of more than 250 bills from 2024. RCTC staff are reviewing legislation and will continue to monitor for opportunities to weigh in on bills pertinent to the Commission's priorities.

Assembly Bill 334 (Petrie-Norris) Staff Recommendation – Support

Staff recommend RCTC support Assembly Bill (AB) 334 by Assemblymember Cottie Petrie-Norris (Irvine). AB 334 will enable the future participation of toll operators in California, including RCTC, in a national interoperability program. National interoperability would allow toll customers to seamlessly access toll facilities in participating states while using their home toll account. Currently, Colorado, Florida, and Texas are interoperable. Additionally, a National Interoperability Working Group has been working to establish toll interoperability nationwide. While intrastate interoperability exists between toll operators in California, allowing toll customers to access any toll facility in the state utilizing their FasTrak account, state law limits the sharing of toll customer data that would be necessary for interstate interoperability.

As a result of these limitations, California's toll operators currently must contact the Department of Motor Vehicles in a given state to retrieve the information of an out-of-state driver who used

a California toll facility. This process is burdensome and requires significant time and resources for California toll operators and often leads to unnecessary penalties on drivers that otherwise could be avoided. AB 334 enables future participation of California toll operators and customers in a national interoperability program, allowing a streamlined toll collection process for toll operators while enhancing service to customers.

Supporting this legislation is consistent with the Commission's adopted 2025 State and Federal Legislative Platform, including:

Tolling and Managed Lanes

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.

Federal Update

On March 11, Steven Bradbury was confirmed as the Deputy Secretary at the U.S. Department of Transportation. Prior to his confirmation as Deputy Secretary, Bradbury formerly served as the agency's general counsel. Additionally, Sean McMaster, who currently serves as the Deputy Chief of Staff at the U.S. Department of Transportation, was nominated as Administrator for the Federal Highway Administration on March 11. Mr. McMaster will need to be confirmed by the Senate.

Fiscal Year 2025 Appropriations

As of the writing of this report, Congress had yet to approve Fiscal Year (FY) 2025 appropriations legislation. With the Continuing Resolution funding the federal government expiring at midnight on March 14, the House of Representatives approved a Continuing Resolution to fund the federal government through September 30. However, the proposal has yet to be considered by the Senate. Notably, the proposal approved by the House of Representatives did not include Community Project Funding (CPF)/Congressionally Directed Spending (CDS) requests for FY 2025, including RCTC's applications for \$4 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim, \$3 million for the I-15 Express Lanes Project Southern Extension from Representative Ken Calvert, and \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano. Should the Senate also approve the Continuing Resolution as passed by the House, earmark requests for FY 2025 will not be funded.

Fiscal Year 2026 Appropriations

Looking ahead to the FY 2026 appropriations process, staff await details regarding the CPF/CDS process. While formal guidance from the Senate and House Appropriations Committees has not been released as of the writing of this report, several congressional offices have indicated application forms will be released imminently. RCTC staff anticipate a shortened timeline to prepare CPF/CDS applications and are preparing accordingly.

FISCAL IMPACT:

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

Approved by the Budget and Implementation Committee on March 24, 2025

In Favor: 9 Abstain: 0 No: 0

AGENDA ITEM 6D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Paul Mim Mack, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Amendment to Agreement for On-Call Right of Way Environmental Site Assessment Services

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 22-31-068-01, Amendment No. 1 to Agreement No. 22-31-068-00, with Dudek for On-Call Right of Way (ROW) Environmental Site Assessments and Asbestos and Lead-Based Paint Surveys not to exceed \$200,000, and a total amount not to exceed \$550,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

BACKGROUND INFORMATION:

On July 13, 2022, the Commission awarded an on-call contract for property environmental site assessments to Dudek, with an initial contract amount of \$350,000.00, Agreement No. 22-31-068-00. The contract award was determined by a competitive procurement process.

Cost Summary and Current Status

- The ROW contract is a three-year agreement running from January 11, 2023, to January 11, 2026, without an extension option.
- To date, 26 months of the 36-month term have elapsed, and total expenditures amount of \$318,205, averaging \$12,238 per month.


In approximately two years, \$330,372, or approximately 94 percent of the contract has been consumed, and future or near immediate needs are not forecasted to slow. With pending task orders, including both Commission and Western Riverside County Regional Conservation Authority (RCA) Projects, additional funds are necessary to address the anticipated work effort through the contract expiration in 2026.

An Independent Cost Estimate (ICE) was conducted in November of 2021, in conjunction with Agreement No. 22-31-068-00, which concluded that \$350,000.00 was an appropriate amount for the contract, but at the time the ICE did not have a full picture of the magnitude of RCA project needs. Since taking over management agency responsibilities for RCA, RCTC has greatly accelerated the acquisition of conservation lands, far surpassing the previous performance of the agency. RCA tripled its right of way staff in 2021, and in 2022, proceeded to double the number of acres acquired from 2021. Furthermore, responsibility for the close out phase of right of way for the SR-91 CIP project was transferred to RCTC from the construction contractor.

Adding additional funds to the contract is a temporary solution to address the near-term needs. A new procurement and contract will be sought with the Commission later this year to address the right-of-way departments long term needs. An Independent Cost Estimate will be obtained for the development of the new contract, with the benefit of almost 3 years' worth of RCA and Commission related right-of-way data, instead of mere months as was the case in 2021.

Based on current spending patterns, the projected cost is \$122,386, calculated at \$12,238 per month. With a remaining budget of \$19,628, staff is requesting approval to increase total contract authority to \$550,000 for the remaining ten months of the contract. This would be an increase to the contract in the amount of \$200,000.

Staff is recommending approval of Amendment 1 in the amount of \$200,000.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$200,000
Source of Funds:	2009 Measure A and RCA reimbursements			Budget Adjustment:	No
GL/Project Accounting No.:	623999 81403 00014 0000 262 31 81402 654199 81403 00014 0000 265 33 81402 r22001 81403 00014 0000 750 68 81402				
Fiscal Procedures Approved:				Date:	03/17/2025

Attachment: Draft Amendment No. 1 to Agreement No. 22-31-068-01 with Dudek

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING
ASSISTANCE
FOR ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE
ASSESSMENT SERVICES**

1. PARTIES AND DATE

This Amendment No. 1 to the Agreement for On-Call Right of Way Environmental Site Assessment Services is made and entered into as of _____ 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and DUDEK ("Consultant"), a S-Corporation.

2. RECITALS

- 2.1 The Commission and the Consultant entered into an Agreement dated January 11, 2023, for the purpose of providing On- Call Right of Way Environmental Site Assessment Services ("the Master Agreement"),
- 2.2 The Commission and the Consultant now desire to amend the Master Agreement in order to add additional compensation for continued On-Call Right of Way Environmental Site Assessment Services.

3. TERMS

- 3.1 The maximum compensation for On- Call Right of Way Environmental Site Assessment Services to be provided under this Amendment No. 1 shall not exceed Two Hundred Fifty Thousand Dollars (\$200,000).
- 3.2 The total contract value of the Master Agreement, as amended by this Amendment No. 1, shall be Six Hundred Thousand Dollars (\$550,000).
- 3.3 The recitals set forth above are incorporated into this Amendment No. 1 by reference as though fully set forth herein.
- 3.4 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.

- 3.5 This Amendment No. 1 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.
- 3.7 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE
PAGE TO
AGREEMENT NO. 22-31-068-01**

IN WITNESS WHEREOF, the parties hereto have executed this amendment
no. 1 on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
DUDEK**

By: _____
Aaron Hake, Executive Director

By: _____
Signature
Name _____
Title _____

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger LLP
Counsel to Riverside County
Transportation Commission

By: _____
Its: _____

* 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.

AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Erick Gutierrez, Senior Management Analyst – Right of Way Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Utility Agreements for Mid County Parkway Ramona Expressway Construction Contract 3 Project – Eastern Municipal Water District

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Utility Agreement No. 25-72-56-00 to Eastern Municipal Water District (EMWD) for the 36-inch waterline relocation for Mid County Parkway Ramona Expressway Construction Contract 3 (MCP 3) Project in an amount not to exceed \$78,999;
- 2) Approve Utility Agreement No. 25-31-073-00 to EMWD for the 18-inch and 12-inch waterlines relocation for MCP 3 in an amount not to exceed \$472,000; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

The MCP 3 Project is a partnership between the Commission and the County of Riverside. The MCP3 proposes to construct improvements along 8.6 miles of Ramona Expressway from one mile east of Rider Street to Warren Road in the county of Riverside. This segment of Ramona Expressway currently has one lane in each direction with passing lanes between 5th Street and Bridge Street. The improvements will provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install one new signalized intersection, and construct a wildlife crossing. The improvements are focused on safety and access. The Riverside County Transportation Commission (RCTC) is the lead agency and has partnered with the County of Riverside on the final design of the MCP 3.

It is anticipated the MCP3 will commence construction in 2026.

Utility Agreements

The MCP 3 requires two utility agreements with EMWD to address the relocation of existing underground water facilities that conflict with planned construction activities.

EMWD 36-inch Waterline Relocation Utility Agreement No. 25-72-56-00

The first utility Agreement No. 25-72-56-00 pertains to the engineered design and inspection of EMWD's 36-inch recycled water pipeline, which must be relocated to accommodate the MCP3.

To establish cost liability, EMWD conducted a prior rights review, which was verified by the Commission's Utility Coordinator. The agreement covers EMWD's time and costs for reviewing the utility design provided by RCTC's design consultant and for performing construction inspections. The cost associated with this agreement will be assumed by RCTC.

During the rights check stage, it was determined that EMWD holds a 10-foot-wide easement (Easement No. 41334) at the location where the pipeline conflicts with the MCP3. Following coordination between the project team and EMWD, it was decided that RCTC's design team and contractor would perform the relocation during project construction to avoid schedule delays. No replacement easements will be required, as the relocated facilities will remain within the existing easement.

EMWD 18-inch and 12-inch Waterlines Relocation Utility Agreement No. 25-31-073-00

The second utility Agreement No. 25-31-073-00 covers the construction and relocation of EMWD's 18-inch raw water pipeline, 12-inch water pipeline, valve, fire hydrant, and related appurtenances within the project limits. These facilities require relocation to accommodate RCTC's planned improvements.

This agreement provides for the reimbursement of construction costs associated with relocating the pipelines. EMWD will be responsible for these costs and will reimburse RCTC accordingly. The relocation work will be conducted concurrently with construction activities to mitigate conflicts with the MCP3. The cost associated with this agreement will be assumed by EMWD.

During the rights check stage, it was determined that both the 18-inch raw water pipeline and 12-inch water pipeline are located within a public franchise position, requiring relocation due to proposed improvements. After coordinating with EMWD, it was agreed that RCTC's construction contractor would perform the relocations during project construction to minimize the risk of schedule delays. The design for these relocations will be incorporated into the bid documents, ensuring that the work is completed as part of the overall construction effort.

Conclusion

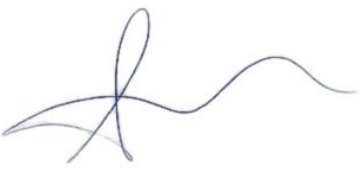
These agreements will facilitate the timely relocation of utilities and help maintain the overall project schedule. Continued coordination between RCTC, EMWD, and the project contractor will be necessary to ensure that all utility relocations are completed efficiently and in compliance with project requirements. Therefore, staff recommends that the Commission authorize the Executive Director to execute these utility agreements.

FISCAL IMPACT:**Funding Source Breakdown**

Item	Dollar Amount	Fund Source
1 EMWD 36-inch Waterline Relocation Utility Agreement	\$78,999	Measure A – New Corridor
2 EMWD 18-inch and 12-inch Waterlines Relocation Utility Agreement	\$472,000	EMWD Reimbursement 002328 416 41608 0000 261 31 41204
Total	\$550,999	

Expenditure Schedule

Item	FY 2024/25	Project Accounting No.
1 EMWD 36-inch Waterline Relocation Utility Agreement	\$78,999	002328
2 EMWD 18-inch and 12-inch Waterlines Relocation Utility Agreement	\$472,000	002328
Total	\$550,999	

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2024/25	Amount:	\$550,999
Source of Funds:	Measure A – New Corridor			Budget Adjustment:	No
GL/Project Accounting No.:	Expenditure 002328 81402 0000 0000 261 31 81402 – \$550,999 ROW Relocation Costs Revenue 002328 416 41608 0000 261 31 41204 – \$79,000 Contribution from EMWD				
Fiscal Procedures Approved:				Date:	03/17/2025

Attachments:

- 1) Draft Utility Agreement No. 25-72-56-00
- 2) Draft Utility Agreement No. 25-31-073-00
- 3) MCP3 EMWD Abandonment and Relocation Plans

UTILITY AGREEMENT

DISTRICT N/A	COUNTY Riverside	ROUTE Ramona Expressway	POST MILE N/A	PROJECT ID D3-0079
FEDERAL AID NUMBER		OWNER'S FILE NUMBER Mid County Parkway Contract 3 – 36" Recycled Water Pipeline.		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	On the Utilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

UTILITY AGREEMENT NO. 25-72-56-00**DATE** _____

The Riverside County Transportation Commission, hereinafter called "RCTC," proposes to improve safety and access along the Mid County Parkway (MCP) corridor in order to address the high rate of vehicle accidents and improve travel times between rapidly growing areas along the corridor, while helping to address transportation needs through 2040. Within the 16-mile MCP corridor is the proposed MCP Ramona Expressway Construction Contract 3 Project (MCP3) segment which extends 8.6 miles along Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment of Ramona Expressway currently has one lane in each direction with passing lanes between 5th Street and Bridge Street. The MCP3 project improvements will provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a new bridge over the San Jacinto River, modify three existing signalized intersections, and install one new signalized intersection. The MCP3 project is also accommodating Wildlife Crossing No. 10 planned as a 35' x 12' wildlife crossing approved by the Western Riverside County Regional Conservation Authority (RCA) and wildlife agencies through the Multiple Species Habitat Conservation Plan (MSHCP) Consistency process. RCTC is the lead agency and has partnered with the County of Riverside on final design of the MCP3. The MCP3 project is sometimes referred to in this Agreement as "RCTC's project".

Eastern Municipal Water District (EMWD) located at 2270 Trumble Road Perris CA 92570 hereinafter called "OWNER," owns and maintains a thirty six-inch (36) - recycled water pipeline facility (which includes valves, blow off and air vac) and appurtenances within the limits of RCTC's project which requires relocation to accommodate RCTC's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. EMWD-1308 dated 07/11/2024, RCTC shall relocate OWNER's thirty six-inch (36) - recycled water pipeline facility (includes valves, blow off and air vac) and appurtenances as shown on RCTC's contract plans for the improvement of MCP3, which are attached to this Agreement as Exhibit A, and incorporated herein by reference. OWNER hereby acknowledges review of RCTC's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the RCTC or the OWNER, shall be agreed upon in writing by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the RCTC and agreed to in writing by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by RCTC, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to RCTC ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the RCTC and will be relocated at RCTC's expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by RCTC, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in RCTC's highway construction contract; however, all questions regarding the work being performed will be directed to RCTC's Resident Engineer.

Owner shall complete plan review and inspection services during construction, subject to reimbursement by RCTC as provided herein.

Use of out-of-state personnel (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by RCTC's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the California State's Department of Personnel Administration travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

Work under RCTC's highway construction contract is subject to prevailing wage requirements under the Labor Code, and RCTC will include appropriate prevailing wage provisions in said contract.

IV. PAYMENT FOR WORK

The RCTC shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the RCTC will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the RCTC for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by RCTC of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to RCTC within 180 days after the completion of the work described in Section I above. If the RCTC has not received a final bill within 360 days after notification of completion of Owner's work described in Section I of this Agreement, and RCTC has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, RCTC will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the RCTC processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the Riverside County Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the RCTC shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by RCTC. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the Riverside County Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of RCTC.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by RCTC and or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2CFR, Part 200, et al. If a subsequent RCTC and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse RCTC upon receipt of RCTC'S billing. If OWNER is subject to repayment due to failure by RCTC to comply with applicable laws, regulations, and ordinances, then RCTC will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of RCTC's request of August 29, 2023 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If RCTC's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, RCTC will notify OWNER in writing, and RCTC reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of RCTA under the terms of this Agreement are subject to the acceptance of the Agreement by RCTC's Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

Each party to this Agreement shall indemnify and hold the other party, its officials, officers, employees

and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligent acts, omissions, or willful misconduct of the indemnifying party, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement.

RCTC shall ensure that the contractor engaged to complete the work under RCTC's highway construction contract shall obtain insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add OWNER as an additional insured under such policies. RCTC's highway construction contract shall require that the contractor indemnify and defend OWNER for any claims or liability arising out of the work to be completed under this Agreement, with indemnity to be provided by the contractor to OWNER to the same extent provided to RCTC.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER's performance of the Work hereunder, RCTC provides to OWNER any materials that are subject to the Buy America Rule, RCTC acknowledges and agrees that RCTC shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

RCTC further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by RCTC and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work due to acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.

If any of the provisions contained herein are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

Each person signing this Agreement has the full authority to sign this Agreement on behalf of the party for which he or she is signing and also has the ability to bind that party to the obligations and commitments set forth in this Agreement.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

The utility agreement estimated cost to the RCTC is \$78,999.00.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 25-72-56-00**

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

Local Agency:
**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Owner:
EASTERN MUNICIPAL WATER DISTRICT

APPROVED

APPROVED

By: _____
Aaron Hake, Executive Director

By: _____
Joe Mouawad, General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

PLANS

[ATTACHED BEHIND THIS PAGE]

DRAFT

UTILITY AGREEMENT

DISTRICT N/A	COUNTY Riverside	ROUTE Ramona Expressway	POST MILE N/A	PROJECT ID D3-0079
FEDERAL AID NUMBER		OWNER'S FILE NUMBER EMWD-1008A		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	On the Utilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

UTILITY AGREEMENT NO. 25-31-073-00

DATE _____

The Riverside County Transportation Commission, hereinafter called "RCTC," proposes to improve safety and access along the Mid County Parkway (MCP) corridor in order to address the high rate of vehicle accidents and improve travel times between rapidly growing areas along the corridor, while helping to address transportation needs through 2040. Within the 16-mile MCP corridor is the proposed MCP Ramona Expressway Construction Contract 3 Project (MCP3) segment which extends 8.6 miles along Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment of Ramona Expressway currently has one lane in each direction with passing lanes between 5th Street and Bridge Street. The MCP3 project improvements will provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a new bridge over the San Jacinto River, modify three existing signalized intersections, and install one new signalized intersection. The MCP3 project is also accommodating Wildlife Crossing No. 10, planned as a 35' x 12' wildlife crossing approved by the Western Riverside County Regional Conservation Authority (RCA) and wildlife agencies through the Multiple Species Habitat Conservation Plan (MSHCP) Consistency process. Riverside County Transportation Commission (RCTC) is the lead agency and has partnered with the County of Riverside on final design of the MCP3. The MCP3 project is sometimes referred to in this Agreement as "RCTC's project".

Eastern Municipal Water District (EMWD), located at 2270 Trumble Road Perris CA 92570, hereinafter called "OWNER," owns and maintains an eighteen-inch (18) - raw water pipeline and appurtenances and a twelve-inch (12) - water pipeline facility, valve, fire hydrant and appurtenances within the limits of RCTC's project which require relocation to accommodate RCTC 's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. EMWD-1008A dated 07/10/2024, RCTC shall relocate OWNER's eighteen-inch (18) - raw water pipeline and appurtenances and abandon OWNER's twelve-inch (12) - water pipeline facility, valve, fire hydrant and appurtenances as shown on RCTC's contract plans for the improvement of MCP3, which are attached to this Agreement as Exhibit A and incorporated herein by reference. OWNER hereby acknowledges review of RCTC's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the RCTC or the OWNER, shall be agreed upon in writing by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the RCTC and agreed to in writing by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by RCTC, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to RCTC ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located within RCTC's right of way under permit and will be relocated at OWNER's expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by RCTC, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the RCTC's highway construction contract; however, all questions regarding the work being performed will be directed to RCTC's Resident Engineer.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above. Work under RCTC's highway construction contract is subject to prevailing wage requirements under the Labor Code, and RCTC will include appropriate prevailing wage provisions in said contract.

IV. PAYMENT FOR WORK

The OWNER shall pay its share of the actual cost of said work included in RCTC's highway construction contract within 90 days after receipt of RCTC's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by RCTC's highway contractor is \$472,000 (12-inch & 18-inch).

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to RCTC, RCTC hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to RCTC, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse RCTC said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

If RCTC's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, RCTC will notify OWNER in writing, and RCTC reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement, including reimbursement to Owner for Owner's reasonable costs incurred until date of termination.

All obligations of RCTC under the terms of this Agreement are subject to the acceptance of the Agreement by RCTC's Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

Each party to this Agreement shall indemnify and hold the other party, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligent acts, omissions, or willful misconduct of the indemnifying party, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement.

RCTC shall ensure that the contractor engaged to complete the work under RCTC's highway construction contract shall obtain insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add OWNER as an additional insured under such policies. RCTC's highway

construction contract shall require that the contractor indemnify and defend OWNER for any claims or liability arising out of the work to be completed under this Agreement, with indemnity to be provided by the contractor to OWNER to the same extent provided to RCTC.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER's performance of the Work hereunder, RCTC provides to OWNER any materials that are subject to the Buy America Rule, RCTC acknowledges and agrees that RCTC shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

RCTC further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by RCTC and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work due to acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.

If any of the provisions contained herein are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

Each person signing this Agreement has the full authority to sign this Agreement on behalf of the party for which he or she is signing and also has the ability to bind that party to the obligations and commitments set forth in this Agreement.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 25-31-073-00**

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

Local Agency:
**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Owner:
EASTERN MUNICIPAL WATER DISTRICT

APPROVED

APPROVED

By: _____
Aaron Hake, Executive Director

By: _____
Joe Mouawad, General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Date: _____

By: _____
Date: _____

DRAFT

EXHIBIT A

PLANS

[ATTACHED BEHIND THIS PAGE]

FILE NAME, PATH, & DATE

RECORD

PLAN CHECK OVERSIGHT ENGINEER

REGISTRATION NUMBER

DATE SIGNED

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

GENERAL NOTES:

1. ALL WATER MAIN LARGER THAN 12" GOING UNDERNEATH PIPELINE OR STRUCTURE MUST BE C.M.L.&C AND WATER MAIN 12" AND SMALLER GOING UNDERNEATH PIPELINE OR STRUCTURE WILL BE PVC PER CASE I OR C.M.L.&C PER CASE II, UNLESS OTHERWISE APPROVED BY EMWD.

2. ALL WATER MAIN GOING UNDERNEATH PIPELINE OR STRUCTURE MUST BE 20 FEET MINIMUM WITH NO JOINTS ALONG THE PIPELINE OR STRUCTURE IT CROSSES. THE WATER MAIN MUST BE EXTENDED FROM EACH SIDE OF THE PIPELINE OR STRUCTURE A MINIMUM OF TEN FEET (10') HORIZONTAL CLEARANCE FROM THE OUTSIDE EDGE OF THE PIPELINE OR STRUCTURE TOWARD THE BEND JOINT.

3. ALL WATER MAIN GOING UNDERNEATH PIPELINE OR STRUCTURE MUST HAVE CONTROL DENSITY FILL (CDF) BETWEEN THE WATER MAIN AND THE PIPELINE OR STRUCTURE IT CROSSES.

4. ALL WATER MAIN GOING UNDERNEATH PIPELINE OR STRUCTURE MUST HAVE A MINIMUM OF ONE FOOT VERTICAL SEPARATION BETWEEN THE WATER MAIN AND THE PIPELINE OR STRUCTURE IT CROSSES. A VERTICAL SEPARATION LESS THAN ONE FOOT WILL REQUIRE EMWD ENGINEER'S APPROVAL.

5. ALL WATER MAIN GOING UNDERNEATH PIPELINE OR STRUCTURE SHALL USE 45 DEGREE BENDS, UNLESS OTHERWISE APPROVED BY EMWD.

6. ALL PVC WATER MAIN 12" AND SMALLER GOING UNDERNEATH PIPELINE OR STRUCTURE MUST BE C900 CLASS 200.

7. FOR C.M.L.&C PIPE, PROVIDE CTS STATION PER EMWD STD DWG B-660, B-661, & B-662 OR AS REQUIRED PER CORROSION REPORT RECOMMENDATION.

8. FOR C.M.L.&C PIPE, PROVIDE CORROSION REPORT RECOMMENDATION FROM A LICENSED CORROSION ENGINEER OR NACE CERTIFIED SPECIALISTS.

9. ALL C.M.L.&C PIPE SHALL BE MANUFACTURED PER EMWD STANDARD SPECIFICATION 15059 AND 15061.

10. ALL CROSSING INVOLVING NON-POTABLE WATER SHALL ADHERE TO THE CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 22, DIVISION 4, CHAPTER 16, SECTION 64572.

11. ALL METALLIC FITTINGS AND PARTS SHALL BE COATED WITH WAX TAPE PER AWWA C-217 OR AS PER CORROSION REPORT RECOMMENDATION.

EMWD STANDARD WATER NOTES:

1. WATER PIPELINE AND APPURTENANT CONSTRUCTION SHALL BE IN ACCORDANCE WITH EMWD STANDARDS AND SPECIFICATIONS.

2. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATER SYSTEM AND VERIFY ITS EXISTING ELEVATION AND LOCATION.

3. AIR VALVE ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH STD. DWG B-578.

4. WATER SYSTEM PROFILE ELEVATIONS ARE TO CENTERLINE (CENTER GRADE OF PIPE).

5. APPROVED REDUCTION PRESSURE BACKFLOW PREVENTION DEVICE (B-597A) REQUIRED FOR ALL INDUSTRIAL, COMMERCIAL, APARTMENT COMPLEXES AND LANDSCAPE SERVICES.

6. INSTALL LOCATOR WIRE OVER WATER MAIN PER STD. DWG. B-656.

7. CONTRACTOR SHALL COORDINATE WATER SYSTEM SHUTDOWNS WITH EMWD OPERATIONS DEPARTMENT (THROUGH THE CONSTRUCTION INSPECTOR) AT A MINIMUM 10 DAYS PRIOR TO THE ACTUAL WORK. IN ADDITION, A SECOND NOTICE AT 48 HOURS SHALL BE GIVEN TO CONFIRM THAT WORK WILL TAKE PLACE AS SCHEDULED.


8. ALL PVC PIPE THROUGH 12-INCH SHALL BE TYPE C-900, DR 18, EXCEPT WHERE NOTED OTHERWISE PIPE SHALL CONFORM TO AWWA SPECIFICATIONS. ALL PVC PIPE 18-INCH AND LARGER SHOULD BE C-905, DR18, PVC PIPE SHALL BE COLORED BLUE AS MANUFACTURED.

9. FIRE HYDRANT ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARDS AS INDICATED ON THE PLANS.

10. BLOW-OFF ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARDS AS INDICATED ON THE PLANS.

11. TEMPORARY BLOW-OFF ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH STD. DWG. PB-18.

DIG ALERT




Call: TOLL FREE
1-800-227-2600 OR 811

TWO FULL WORKING DAYS BEFORE YOU DIG

REVISIONS

MARK	DATE	INITIAL	DESCRIPTION	APPR.	DATE

COMPANY ADDRESS AND LOGO




2600 MICHELSON DR.
IRVINE, CA 92612

UNDER THE SUPERVISION OF:

GINO NGUYEN, P.E.
PROFESSIONAL ENGINEER

62140
R.C.E. No.

1-23-2025
DATE



WATER/RECYCLED WATER APPROVED BY:
EASTERN MUNICIPAL WATER DISTRICT

CIVIL ENGINEER

1/23/25
DATE

APPROVALS

PROJECT ENG.	INITIAL	DATE
CA	ER	1/23/25

COUNTY OF RIVERSIDE

WATER, AND RECYLED WATER
ABANDONMENT AND RELOCATION PLANS
RAMONA EXPRESSWAY
TITLE SHEET

I.D. 31,35

S.A. 98

W.O.

C.O.

COORD. 50-D-64

SHEET: 1 OF 7

D-73934

MID COUNTY PARKWAY
RAMONA EXPRESSWAY (MCP3) PROJECT,
EMWD ABANDONMENT AND RELOCATIONS

EMWD STANDARD WATER NOTES: (Cont.)

12. FITTINGS FOR PVC PIPE SHALL BE DUCTILE OR CAST IRON. FITTINGS SHALL BE FLANGED, BOLTED MECHANICAL JOINTS, OR PUSH-ON JOINTS, AND SHALL BE CEMENT MORTAR LINED AND TAR (SEAL) COATED PER EMWD STANDARDS AND SPECIFICATIONS.

13. ALL DUCTILE OR CAST IRON FITTINGS SHALL BE POLYETHYLENE ENCASED AT THE TIME OF INSTALLATION IN ACCORDANCE WITH ANSI/AWWA C105 AND EMWD STANDARDS AND SPECIFICATIONS.

14. A JOINT RESTRAINT DEVICE SHALL BE USED ON ALL MAIN LINE PIPE JOINTS WITHIN SPECIFIED LIMITS AND ALL JOINTS OR WATER APPURTENANCE LATERALS OFF MAIN LINE PER EMWD STD. DWG B-663.

EMWD RECYCLED WATER NOTES:

1. USE ONLY THOSE NOTES AND STANDARD DETERMINED APPROPRIATE BY EMWD.

2. RECYCLED WATER PIPELINE AND APPURTENANT CONSTRUCTION SHALL BE IN ACCORDANCE WITH EMWD STANDARDS AND SPECIFICATIONS AND DIVISION OF DRINKING WATER (DDW).

3. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING RECYCLED WATER SYSTEM AND VERIFY ITS EXISTING ELEVATION AND LOCATION.

4. FIRE HYDRANT ASSEMBLIES OR HOSE BIB CONNECTIONS ARE NOT ALLOWED ON A RECYCLED WATER SYSTEM.

5. INSTALL LOCATOR WIRE OVER RECYCLED WATER MAIN PER STD DWG. B-656.

6. RECYCLED WATER VALVE CAP SHALL HAVE TRIANGULAR SHAPE INSERT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD DWG B-668.

7. A MINIMUM 4-FT. SEPARATION HORIZONTAL CLEARANCE (OUTSIDE PIPE TO OUTSIDE PIPE) IS REQUIRED BETWEEN POTABLE AND RECYCLED WATER PIPELINES.

8. A MINIMUM 1-FT. VERTICAL CLEARANCE IS REQUIRED BETWEEN PROPOSED RECYCLED WATER PIPELINE AND CROSSING EXISTING OR PROPOSED UTILITIES OR SERVICES, UNLESS OTHERWISE APPROVED BY EMWD ENGINEER.

9. ALL RECYCLED WATER APPURTENANCES SHALL HAVE A MINIMUM SEPARATION OF 4-FT. FROM POTABLE WATER FIRE HYDRANTS, BLOW-OFFS, AIR VALVES, AND SERVICES.

10. RECYCLED WATER SYSTEM PROFILE ELEVATIONS ARE TO CENTERLINE (CENTER GRADE) OF PIPE.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ANY AND ALL FINES BY THE REGIONAL WATER QUALITY CONTROL BOARD FOR ANY UNPERMITTED RECYCLED WATER DISCHARGES ASSOCIATED WITH THE CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE INSPECTOR OF ANY UNPERMITTED DISCHARGES.

12. AIR VALVE ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH STD DWG. B-367 & B-598 (SELECT APPROPRIATE TYP "A", "B", "C", OR "D").

13. PERMANENT AND TEMPORARY BLOW-OFFS SHALL BE INSTALLED IN ACCORDANCE WITH STD. DWG. PB-18.

14. CONTRACTOR SHALL COORDINATE RECYCLED WATER SYSTEM SHUTDOWNS WITH EMWD OPERATIONS DEPARTMENT (THROUGH THE CONSTRUCTION INSPECTOR) AT A MINIMUM 10 DAYS PRIOR TO THE ACTUAL WORK. IN ADDITION, A SECOND NOTICE AT 48 HOURS SHALL BE GIVEN TO CONFIRM THAT WORK WILL TAKE PLACE AS SCHEDULED.

ATTACHMENT 3

EMWD RECYCLED WATER NOTES: (Cont.)

15. ALL STEEL CYLINDER PIPES SHALL BE BONDED AT RUBBER GASKET JOINTS IN ACCORDANCE WITH STD DWG. B-563.

16. ALL DESIGNATED PIPELINE WELDS SHALL BE FULL WELD DOUBLE PASSES AT EACH PIPE JOINT WITHIN DESIGNATED WELD LENGTH LIMITS.

17. SHOP DRAWINGS FOR C.M.L.&C SHALL BE SUBMITTED AND APPROVED BY EMWD PRIOR TO FABRICATION.

18. ALL C.M.L.&C STEEL PIPE SHALL BE CLASS 150 EXCEPT WHERE NOTED OTHERWISE. PIPE SHALL CONFORM TO AWWA SPECIFICATIONS.

19. STEEL FLANGED BENDS (6-INCH TO 12-INCH DIAMETER) CONFORMING TO AWWA STANDARDS C207 AND C208, SHALL BE USED FOR INSTANCES WHERE THERE ARE NO REGULATORY CONSTRAINTS/SEPARATION REQUIREMENTS. FABRICATED BENDS SHALL BE USED FOR ALL OTHER CONDITIONS.

20. ADD APPROPRIATE NOTES FOR CORROSION PROTECTION PER CORROSION REPORT. GALVANIC ANODE CATHODIC PROTECTION SYSTEMS SHALL BE DESIGNED FOR A MINIMUM OF 40 YEARS.

19. STEEL FLANGED BENDS (6-INCH TO 12-INCH DIAMETER) CONFORMING TO AWWA STANDARDS C207 AND C208, SHALL BE USED FOR INSTANCES WHERE THERE ARE NO REGULATORY CONSTRAINTS/SEPARATION REQUIREMENTS. FABRICATED BENDS SHALL BE USED FOR ALL OTHER CONDITIONS.

20. ADD APPROPRIATE NOTES FOR CORROSION PROTECTION PER CORROSION REPORT. GALVANIC ANODE CATHODIC PROTECTION SYSTEMS SHALL BE DESIGNED FOR A MINIMUM OF 40 YEARS.

21. USE AIR-BLOWN SAND TO FILL THE ANNULAR SPACE BETWEEN THE CASING AND THE CARRIER PIPE UNLESS OTHERWISE REQUIRED BY THE AGENCY HAVING JURISDICTION OVER THE ROAD OR RAILROAD CROSSING.

22. FURNISH THE NECESSARY SAND, AIR COMPRESSOR, HOSES, PRESSURE GAUGES, VALVES, AND FITTINGS FOR THE FILLING OPERATION.

23. PLACE A BULKHEAD FOR RETAINING THE SAND IN THE ANNULAR SPACE BETWEEN THE CASING AND THE CARRIER PIPE AT EACH END OF THE JACKED CASING. AT THE START OF THE SAND FILL OPERATION, EXTEND THE SAND DISCHARGE PIPE FROM THE PLACING EQUIPMENT, THROUGH THE INSIDE OF THE CASING, AND TO THE BULKHEAD AT THE REMOTE END OF THE CASING. THE METHOD USED TO PLACE THE SAND SHALL BE SUCH TO ENSURE COMPLETE FILLING OF THE ANNULAR SPACE. DURING PLACEMENT, POSITION THE SAND DISCHARGE PIPE SO THAT ITS DISCHARGE END SHALL BE KEPT WELL BURIED IN THE SAND AT ALL TIMES AFTER THE SAND HAS BEEN BUILT UP OVER THE CROWN OF THE PIPE AT THE REMOTE END OF THE SECTION BEING FILLED. INSTALL A RISER PIPE SUITABLE FOR A VENT IN THE CASING ADJACENT TO THE BULKHEAD AT THE NEAR END OF THE CASING. PLUG THE VENT PIPE WITH GROUT UPON COMPLETION OF SAND FILLING.

24. JOB SITE AIR QUALITY MANAGEMENT WILL ADHERE TO CAL OSHA REGULATIONS AND EMWD'S RESPIRABLE CRYSTALLINE SILICA: EXPOSURE CONTROL PLAN.

25. AIR BLOWN SAND SHALL CONFORM WITH THE FOLLOWING GRADATION REQUIREMENTS

No. 4	100
No. 8	90-100
No. 16	70-90
No. 30	30-70
No. 50	0-30
No. 100	0-5
No. 200	0

CERTIFICATION THAT THE SAND MEETS THIS REQUIREMENT SHALL BE PROVIDED. SAND SHALL BE FREE OF LUMPS WHEN PUT INTO THE HOPPER. SAND SHALL BE OF A CONSISTENCY TO FLOW UNIMPEDED AND COMPLETELY FILL ALL VOIDS.

76

FILE NAME, PATH, & DATE

RECVD


PLAN CHECK OVERSIGHT ENGINEER

REGISTRATION NUMBER

DATE SIGNED

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

DIG ALERT




Call: TOLL FREE
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TWO FULL WORKING DAYS BEFORE YOU DIG

MARK		DATE	INITIAL	REVISIONS		DESCRIPTION		APPR.	DATE

COMPANY ADDRESS AND LOGO



2600 MICHELSON DR.
IRVINE, CA 92612

UNDER THE SUPERVISION OF:

GINO NGUYEN, P.E.


PROFESSIONAL ENGINEER

62140

R.C.E. No.

1-23-2025


DATE



01-23-2025

WATER/RECYCLED WATER APPROVED BY:

EASTERN MUNICIPAL WATER DISTRICT



1/23/25

CIVIL ENGINEER

DATE

APPROVALS

PROJECT ENG.	INITIAL	DATE
CA	ER	1/23/25
	ER	1/23/25

COUNTY OF RIVERSIDE

WATER, AND RECYLED WATER
ABANDONMENT AND RELOCATION PLANS
RAMONA EXPRESSWAY
NOTES AND LEGEND

I.D. 31,35

S.A. 98

W.O.

C.O.

COORD. 50-D-64

SHEET: 2 OF 7

D-73935

SEE 12-INCH WATERLINE
ABANDONMENT ON
MARTIN ST. SHEET EMWD-3

MARTIN ST

SAN JACINTO RIVER

SEE 36-INCH WATERLINE
RELOCATION ON
SHEET EMWD-4

RAMONA EXPRESSWAY

LAKEVIEW AVE

HANSEN AVE

6TH ST

5TH ST


RESERVOIR AVE

2ND ST

BRIDGE ST

SEE 18-INCH WATERLINE
RELOCATION ON
SHEET EMWD-6

VICINITY MAP



ABANDONMENT OF EXISTING EMWD FACILITIES NOTES:


1. ABANDONMENT OF POTABLE WATER & RECYCLED WATER - REMOVE AND DISPOSE OF ABOVE-GRADE ASSEMBLY. REMOVE AND DISPOSE OF POTABLE AND RECYCLED WATER VALVES AT MAINS. INSTALL BLIND FLANGES AT MAINS. REMOVE AND DISPOSE OF VERTICAL RISERS AND INSTALL CONCRETE PLUGS AT PIPE ENDS. FILL WITH GROUT PER EMWD STANDARD DETAILED PROVISION SECTION 03604 OR CELLCRETE.

2. ABANDONMENT OF FIRE HYDRANTS AND BLOW-OFFS - REMOVE AND DISPOSE OF VALVE AT MAIN. INSTALL BLIND FLANGE AT MAIN. REMOVE AND DISPOSE OF VERTICAL RISER AND BLOW-OFF OR FIRE HYDRANT HEAD. INSTALL CONCRETE PLUGS AT PIPE ENDS. FILL WITH GROUT PER EMWD STANDARD DETAILED PROVISION SECTION 03604 OR CELLCRETE.


3. ABANDONMENT OF AIR RELEASE/AIR VACUUM VALVES (2-INCHES IN DIAMETER AND SMALLER) - REMOVE AND DISPOSE AIR RELEASE/AIR VACUUM VALVE. REMOVE AND DISPOSE OF CORPORATION STOP. INSTALL THREADED PLUG AT MAIN.

4. REMOVE AND DISPOSE OF EXCESS MATERIALS IN ACCORDANCE TO LOCAL, STATE, AND FEDERAL REGULATIONS.


WATER LEGEND




B.F. VALVE




B.O. VALVE (A.C.P. / D.I.P. / P.V.C PIPE) B-563




BUTT STRAP B-304



INSULATED JOINT TEST STATION



RESILIENT SEAT GATE VALVE FxF



RESILIENT SEAT GATE VALVE HxH

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY EASTERN MUNICIPAL WATER DISTRICT (EMWD) IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH EMWD PROCEDURES, APPLICABLE POLICES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS ENGINEER OF RECORD, I AGREE TO INDEMNIFY AND HOLD EMWD, IT’S OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD. I HAVE READ AND INFORMED THE PROJECT APPLICANT/DEVELOPER THAT APPROVAL OF THESE PLANS DO NOT RELIEVE THEM FROM THE REQUIREMENTS OF THE DESIGN CONDITIONS.

BY _____

NAMEP.E. #DATE

ENGINEER’S CERTIFICATION

I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS PRESCRIBED BY THE COUNTY OF RIVERSIDE FIRE DEPARTMENT.

BY _____

NAMEP.E. #DATE

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

1.EASTERN MUNICIPAL WATER DISTRICT: FIELD ENGINEERING SERVICES - (951) 928-3777 EXT. 4830

2.PERMIT AGENCY: COUNTY OF RIVERSIDE - (951) 955-6790

3.UNDERGROUND SERVICE ALERT (USA): 811

4.ALL OTHER AFFECTED AGENCIES THAT ARE NOT MEMBERS OF USA ALERT.

UNDERGROUND UTILITIES NOTE

ALL UNDERGROUND STRUCTURES OR UTILITIES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT.

THE OWNER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH THE IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD THE UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON THE RECORDS EXAMINED.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

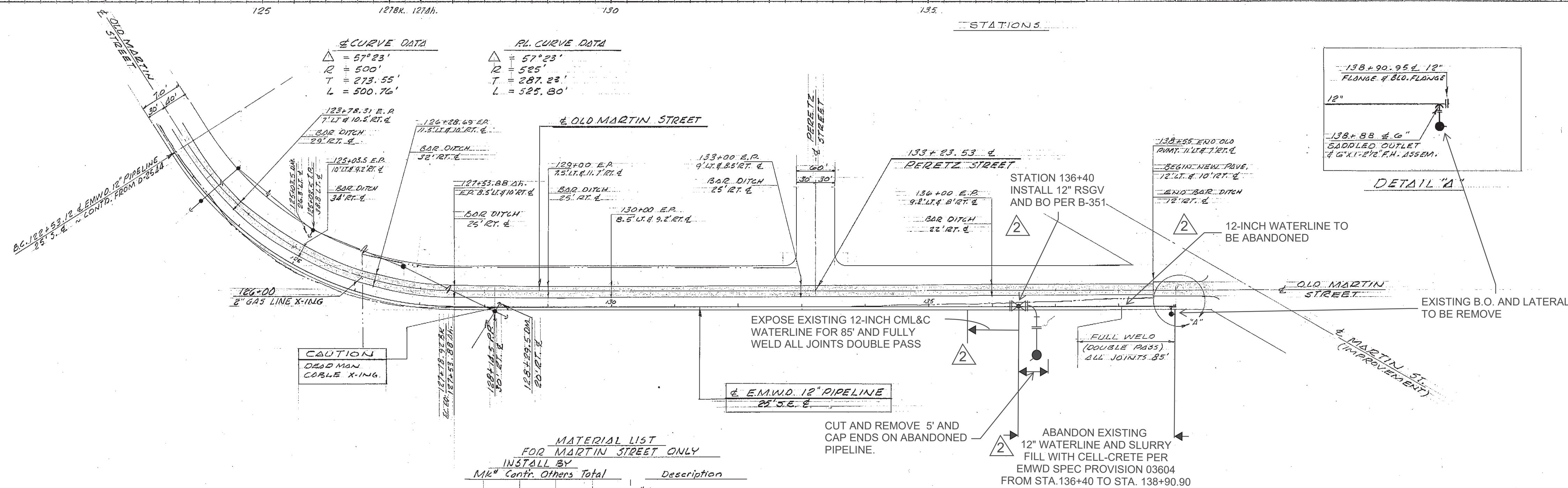
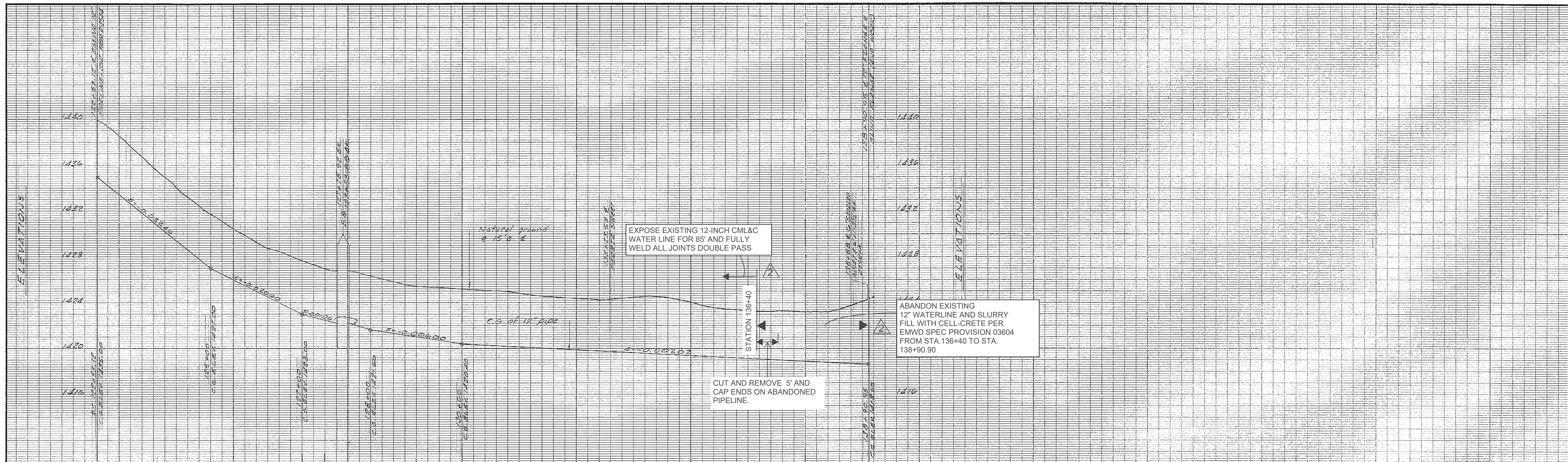
CALL UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-227-2600 OR 811 AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION.

TIME LIMITATION

THE TIME LIMIT ON DRAWING(S) APPROVAL SHALL BE SIX (6) MONTHS FROM THE DATE ON THE CERTIFICATION. IF CONSTRUCTION HAS NOT COMMENCED WITHIN STATED TIME, EMWD REQUIRES DRAWING(S) TO BE REVIEWED BY THE DEVELOPER/DESIGN ENGINEER AND RESUBMITTED TO EMWD FOR POSSIBLE CHANGES IN MASTER PLANNED SIZING AND CHANGES IN SPECIFICATIONS AND STANDARDS.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER COUNTY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE COUNTY.

77



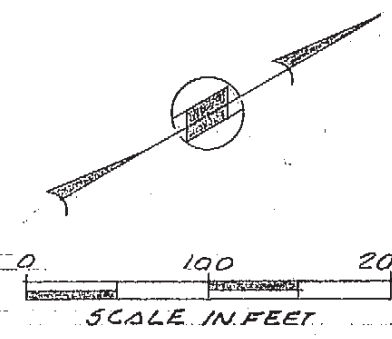
MATERIAL LIST FOR MARTIN STREET ONLY

INSTALL BY

MR* Contr. Others Total

NO.	DATE	INITIAL	DESCRIPTION
1	12/13/24	HS	AS CONSTRUCTED
2	6/13/24	ER	ABANDONED WTR LINE FROM STA. 136+40 TO 138+90.95

NO.	DATE	INITIAL	DESCRIPTION
1	12/13/24	HS	AS CONSTRUCTED
2	6/13/24	ER	ABANDONED WTR LINE FROM STA. 136+40 TO 138+90.95



SCALE IN FEET
0 100 200

REVISIONS				REFERENCES		SCALE	DATE
NO.	DATE	INITIAL	DESCRIPTION	APP'D		HOBBS 1/2" = 100'	
1	12/13/24	HS	AS CONSTRUCTED	HS	T-10.13 UNIT 7-1 Pg. 26-27	VERT. 1" = 4'	
2	6/13/24	ER	ABANDONED WTR LINE FROM STA. 136+40 TO 138+90.95	ER	L-10.13 UNIT 7-1 Pg. 28-29		9-20-24
				FB	M.B. 22/66		
				1/24/24			
APPROVALS							
DESIGN	CONSTRUCTION	OPERATIONS	RECOMMENDED	APPROVED	GENERAL MANAGER & CHIEF ENGINEER	D-2545	

EMWD-3

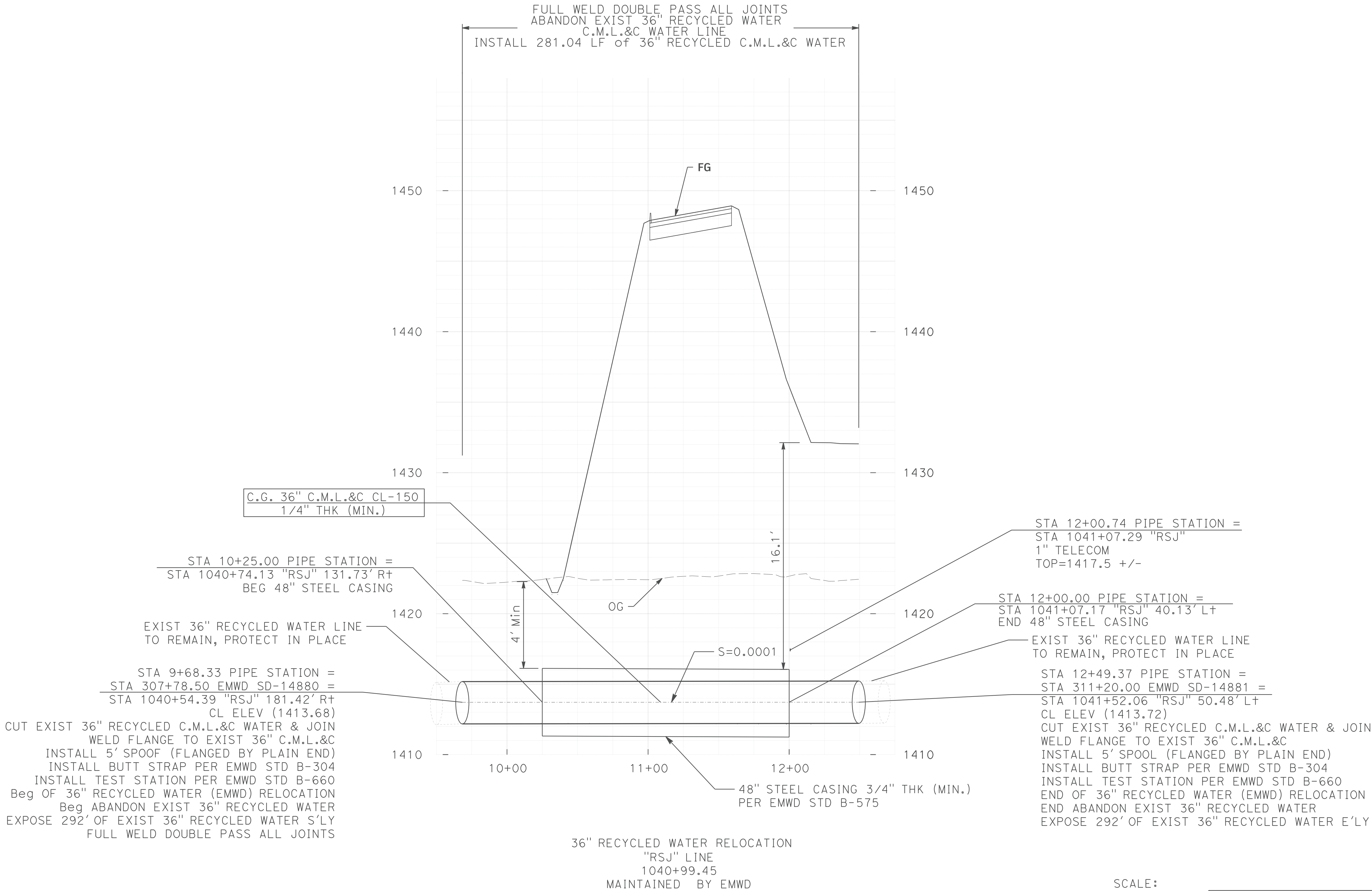
CO. 941 (W.D. 67-141) UNIT D-17(1)

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

IMPROVEMENT DISTRICT NO. 13 & A
MARTIN STREET Sta. 122+53.12 to 138+90.95
PLAN & PROFILE ~ OLD MARTIN FRONTAGE ROAD


APPROVED AS CONSTRUCTED

- (1) ABANDON 36-INCH RECYCLED WATER LINE. REMOVE AND DISPOSE OF VERTICAL RISER AND CUT AND INSTALL 2-FOOT CONCRETE PLUGS AT BOTH ENDS. FILL WITH GROUT PER EMWD STANDARD DETAIL 03604 OR CELLCRETE.
- (3) SALVAGE 36" B.F. VALVE WITH THE DISCRETION OF EMWD INSPECTOR.
- (4) INSTALL 36" B.F. VALVE PER EMWD STD B-577.
- (5) INSTALL 48" STEEL CASING 3/4" THK (min) PER EMWD STD B-575.
- (6) INSTALL 6" B.O. PER EMWD STD PB-18.



SCALE:
Horz 1" = 40'
Vert 1" = 4'

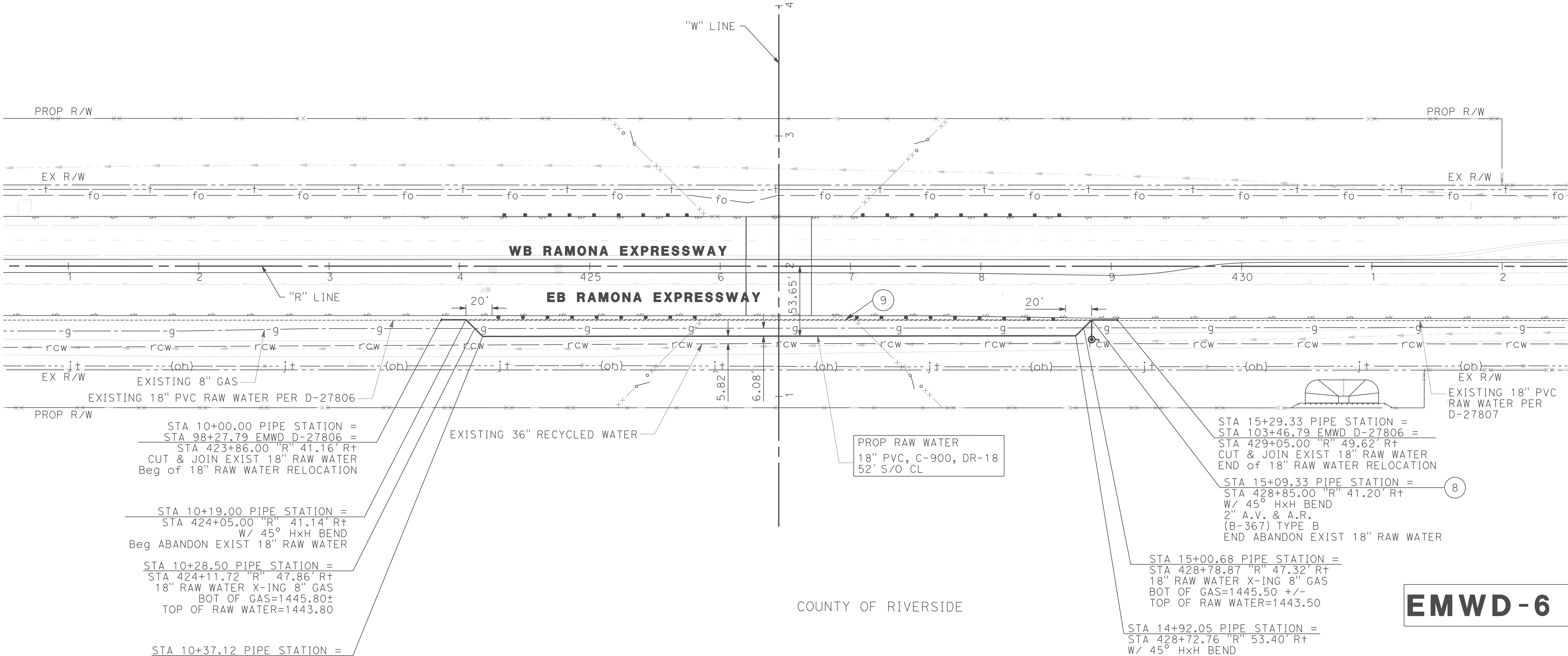
EMWD-5

<div><div><p>Call: TOLL FREE 1-800-227-2600 OR 811</p><p>TWO FULL WORKING DAYS BEFORE YOU DIG</p></div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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EMWD CONSTRUCTION NOTES:

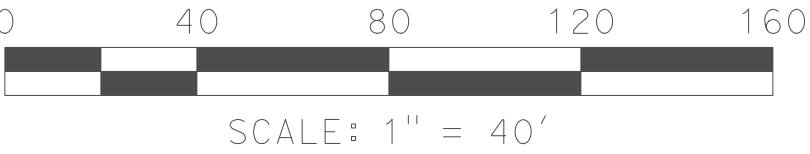
- 8
- INSTALL A.V. & A.R. VALVE
- 9
- ABANDON 18" RAW WATER LINE. CUT AND CAP ENDS AND INSTALL 2' CONCRETE PLUGS AT BOTH ENDS. FILL WITH GROUT PER EMWD STANDARD DETAIL 03604 OR CELLCRETE.

COUNTY OF RIVERSIDE



COUNTY OF RIVERSIDE


EMWD-6

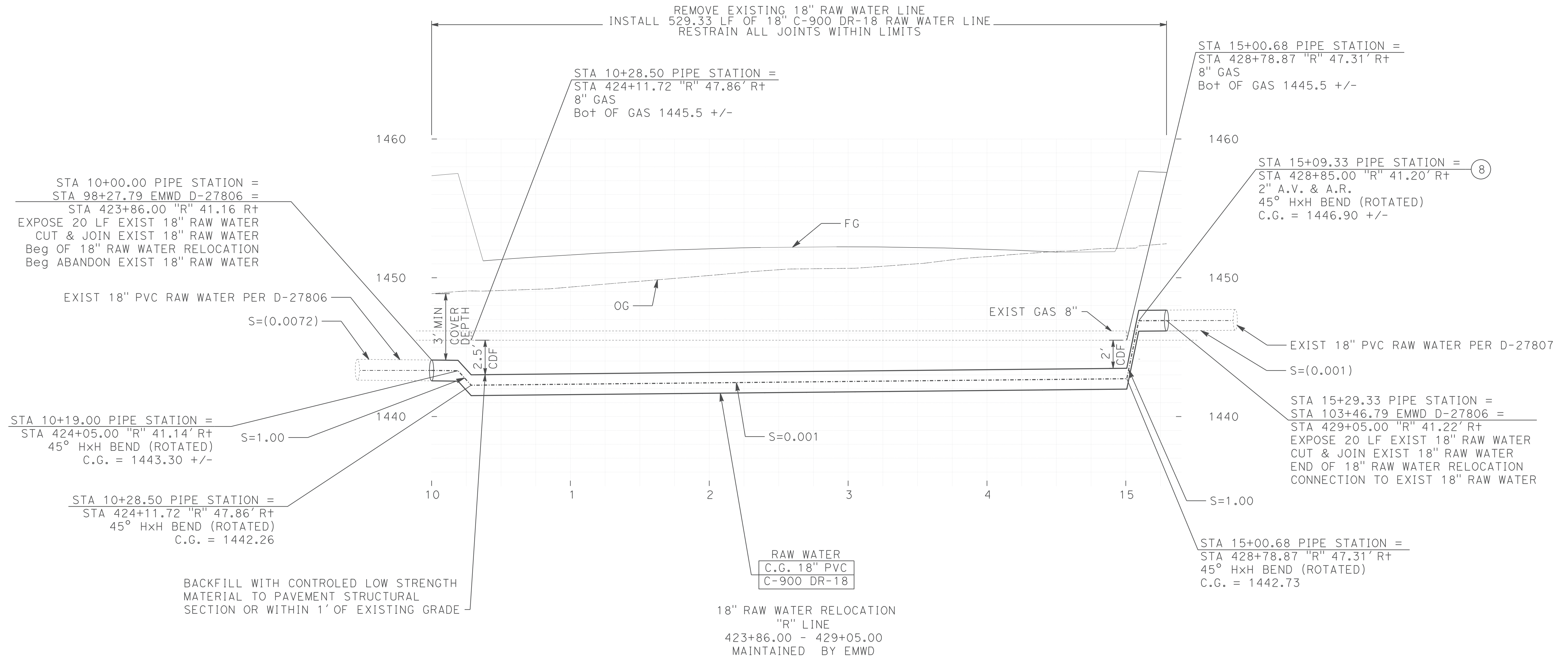


FILE NAME, PATH, & DATE	PLAN CHECK OVERSIGHT ENGINEER	DATE SIGNED
	REGISTRATION NUMBER	
RECVD	APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.	

<div><div></div><div>Call: TOLL FREE 1-800-227-2600 OR 811</div><div>TWO FULL WORKING DAYS BEFORE YOU DIG</div></div>	MARK		DATE	INITIAL	REVISIONS		DESCRIPTION	APPR.	DATE	COMPANY ADDRESS AND LOGO				<div><div></div><div>01-23-2025</div></div>	RAW WATER APPROVED BY:				COUNTY OF RIVERSIDE				I.D. 31, 35
										<div><div></div><div>2600 MICHELSON DR. IRVINE, CA 92612</div><div>UNDER THE SUPERVISION OF:</div><div>GINO NGUYEN, P.E. PROFESSIONAL ENGINEER</div><div>62140 R.C.E. No.</div><div>1-23-2025 DATE</div></div>					EASTERN MUNICIPAL WATER DISTRICT				APN 425-120-002				S.A. 98
															18" RAW WATER RELOCATION PLANS				W.O.				
															RAMONA EXPRESSWAY				C.O.				
																			COORD. 50-D-64				
																			SHEET: 6 OF 7				
																			D-73939				

⑧ INSTALL A.V. & A.R. VALVE

	FACILITY	SIZE	MATERIAL	COMPANY	STATION	OFFSET		LATITUDE	LONGITUDE	GROUND TO TOP OF UTILITY (')	METHOD
41	WATER	18"	PVC	EMWD	426+38	40.9	RT	33.8399250	-117.0712848	4.78	TEST HOLE
42	GAS	8"	WRAPPED	SCG	426+37	47.59	RT	33.8399066	-117.0712870	4.26	TEST HOLE
43	RECLAIMED WATER	36"	WRAPPED	EMWD	426+38	59.35	RT	33.8398743	-117.0712858	5.78	TEST HOLE






SCALE:
Horz 1" = 40'
Vert 1" = 4'

EMWD-7

FILE NAME, PATH, & DATE			
RECMD	PLAN CHECK OVERSIGHT ENGINEER	REGISTRATION NUMBER	DATE SIGNED

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

<p>DIG ALERT</p>  <p>Call: TOLL FREE 1-800-227-2600 OR 811</p> <p>TWO FULL WORKING DAYS BEFORE YOU DIG</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>INITIAL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			MARK	DATE	INITIAL	DESCRIPTION																																					<p>COMPANY ADDRESS AND LOGO</p> <div style="text-align: center;">  <p>GINO NGUYEN No. C 62140 Professional Engineer STATE OF CALIFORNIA</p> <p>01-23-2025</p> </div>		<p>RAW WATER APPROVED BY:</p> <p>EASTERN MUNICIPAL WATER DISTRICT</p> <div style="text-align: center;">  <p>1/23/25 DATE</p> </div> <table border="1"> <thead> <tr> <th colspan="2">CIVIL ENGINEER</th> <th>INITIAL</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">APPROVALS</td> <td>PROJECT ENG.</td> <td>ER</td> <td>1/23/25</td> </tr> <tr> <td>CA</td> <td>ER</td> <td>1/23/25</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				CIVIL ENGINEER		INITIAL	DATE	APPROVALS	PROJECT ENG.	ER	1/23/25	CA	ER	1/23/25							<p>COUNTY OF RIVERSIDE</p> <p>APN 425-120-002</p> <p>18" RAW WATER RELOCATION PLANS</p> <p>RAMONA EXPRESSWAY</p>		<p>I.D. 31, 35</p> <p>S.A. 98</p> <p>W.O.</p> <p>C.O.</p> <p>COORD. 50-D-64</p> <p>SHEET: 7 OF 7</p> <p>D-73940</p>
	MARK	DATE	INITIAL	DESCRIPTION																																																																	
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AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement No. 25-31-044-00 for Software as a Service with Replica for Agency Wide Use

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-31-044-00, a sole source procurement, to Replica for Software as a Service (SaaS) for the Project in the amount \$772,725;
- 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, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

Replica is a national technology company based in the United States with staff working across the country. The company provides nationwide data on things like travel patterns, where people are coming from and going to, population details, how fast people are traveling, traffic volume, turning movements at intersections, daily traffic averages and more. This data is regularly updated and comes from various sources, including cell phones, GPS trackers used by fleets and private automobiles, federal data, and other public and private sources. The data Replica offers includes both historical and near real-time travel information.

This data is widely used in planning, developing, and preparing environmental reports for projects. The consultant teams working for the Commission rely heavily on this data to help to develop their projects. Replica has supported over 5,000 projects, including planning for active transportation, adjusting travel models, analyzing accessibility, writing grant applications, planning infrastructure, engaging with communities, modeling travel trends for different transportation methods, reporting and monitoring Vehicle Miles Traveled (VMT), and other scopes of work.

Sole Source Justification

Replica provides access to their proprietary and public data through a single, user-friendly platform. This access provides RCTC with synthesized and anonymized data, offering a detailed view of the movement of people, trucks, goods, across the county, California, and into Nevada. The proprietary data will enable RCTC to:

- Identify economically disadvantaged communities;
- Pinpoint communities most impacted by carbon emissions and environmental factors;
- Locate areas with the highest levels of truck traffic and warehouse development; and
- Determine corridors with the greatest travel demand and the greatest potential for shifts to alternative transportation modes.

Replica provides detailed, comprehensive traffic and population movement data based on a synthetic population model that integrates dozens of data variables and inputs, all without using Personally Identifiable Information. This cloud-based platform combines a high-quality mix of data inputs, including location-based services data, connected-vehicle data from both personal and commercial freight vehicles, point-of-interest and visits data, public and proprietary real estate information, payments data, and observed mobility “ground-truth” counts. This composite approach reduces sampling bias and enhances overall data quality by blending these diverse sources into a single, cohesive platform.

Staff reviewed other competing platforms including StreetLight Data. Discussions were held with StreetLight Data in 2019, and attempts were made to seek an agreement for access to the StreetLight Data. At that time the access was cost prohibitive and would not provide a full view of Riverside County or California, each additional region of the state would be an additional cost, and the cost to access all of California was excessive.

In September 2024, StreetLight Data was again contacted, and presentations were made to RCTC staff. During this discussion, it was learned that StreetLight data had been acquired by Jacobs, an engineering consulting firm with numerous contracts with RCTC. Staff believes it is important to have direct access to a data tool independent of firms who are working for the Commission on planning, environmental clearance, design, and construction management to avoid the possibility or appearance of a conflict of interest. Additionally, RCTC currently has access to StreetLight Data through an agreement with Western Riverside Council of Governments (WRCOG), though the number of accounts is restricted.

Considering the various factors listed here, staff believes that Replica is the most suitable source of the comprehensive traffic and population movement data. The contract terms offered by Replica are more favorable than those of other competitors, with far greater accessibility for RCTC staff and consultants. The proprietary data and analytic tools will provide RCTC with the critical insights needed to support multiple projects and departments currently and in the future. With universal access for all RCTC staff and consultants, RCTC can avoid multiple individual consultant contracts for access to the Replica’s proprietary data and analytics. This setup allows

RCTC staff and consultants to conduct queries directly from their desk as needed, supporting the report development, response to public comments, planning initiatives, grant applications, design and station development, identification of transit deficient areas, and potential locations for commuter rail stations. Member agencies will also have the benefit from having access to the software to support their own community initiatives which was an important element of discussion among Budget and Implementation Committee members.

Project Scope

This SaaS agreement will allow RCTC full access to Replica's data platform and database for unlimited users including the Commission's consultants working on its projects. The data will cover the entire states of California and Nevada, allowing visibility into trips that start outside of Riverside County but travel through it. This agreement will enable the Commission's staff and consultants to analyze both historical and recent truck and passenger vehicle travel patterns, helping them better understand the potential impact of projects or identify ways to reduce congestion.

With the state's requirement to include VMT in the California Environmental Quality Act (CEQA) process, the Commission must not only measure the VMT generated by its projects but also determine any potential VMT credits the project may provide. This tool will help support the Commission's projects and assist in identifying potential VMT mitigation projects, if needed, to support the planned highway improvements.

The SaaS agreement will provide unlimited access to Replica data for the Commission's staff, member agencies, and consultants. This means that future consultant contracts won't require an additional charge for access to Replica's data or similar data sources, as the Commission can directly provide access to the consultants working on its projects.

This data access, along with Replica's data analytics, will enhance planning efforts, support grant funding applications, inform project location decisions, and offer detailed insights for Active Transportation Projects (ATP), multi-modal, and vehicle-based projects. RCTC intends to integrate this data through Replica's SaaS with publicly available data, such as those from US Census Bureau, Housing and Urban Development, and various economic data sets, to aid in project planning, development, and execution. Additionally, this access to this data will contribute to the potential development of a Traffic Relief Plan execution strategy.

This agreement will give the Commission access to Replica's data through an online portal, eliminating the need for any software installation on the Commission's computer network. This setup allows remote access without requiring a direct connection to the Commission's network.

DISCUSSION:

Replica is the developer of software that provides access to both their own and public data sources.

The SaaS software access agreement covers the use and maintenance of the Replica data for three years. The annual software license fee is a fixed cost, not based on the size of any specific project, but rather for general use of the software.

Staff negotiated the scope, cost, and schedule proposal received from Replica for the agreement and established a fair and reasonable price. The proposed cost for the SaaS Software License Agreement No. 25-31-044-00 is \$772,725.


FISCAL IMPACT:

Funding Source Breakdown

	Item	Dollar Amount	Fund Source
1	Replica- SaaS (Software as a Service), Software Access Agreement	\$772,725	Measure A
	Total	\$772,725	

Expenditure Schedule

	Item	FY 2025/26	FY 2026/27	FY 2027/28	GL/Project Accounting No.
1	Replica- SaaS (Software as a Service), Software Access Agreement	\$250,000	\$257,500	\$265,225	623999 73001 00000 0000 262 31 73001 (70%) 254199 73001 00000 0000 103 25 73001 (30%)
	Total	\$250,000	\$257,500	\$265,225	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$250,000 \$522,725
Source of Funds:	Measure A			Budget Adjustment:	No
GL/Project Accounting No.:	623999 73001 00000 0000 262 31 73001 654199 73001 00000 0000 103 25 73001				
Fiscal Procedures Approved:				Date:	03/03/2025

Attachment: Replica SaaS - (Software as a Service), Procurement and Professional Services Draft Agreement No. 25-31-044-00

Approved by the Budget and Implementation Committee on March 24, 2025

In Favor:10 Abstain: 0 No: 0

SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT

This SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2025, by and between the Riverside County Transportation Commission (“Commission”), and Replica, Inc. (hereinafter referred to as “Provider”).

RECITALS

- A. Commission desires to procure software and services which will be delivered remotely on a subscription basis to support its operations in the area of transportation and travel pattern data (the “SaaS Solution”).
- B. Provider submitted an Order Form for the SaaS Solution dated October 24, 2024 (“Proposal”) and has been selected to provide the SaaS Solution on the basis of the features and functionality of the SaaS Solution and the representations and commitments of Provider contained in the Proposal.
- C. The parties desire by this Agreement to establish the terms for Commission to retain Provider to provide the SaaS Solution.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. SaaS Solution. The SaaS Solution is comprised of software and services that will be provided to the Commission as follows:
 - a. Software. Provider shall provide Commission with access to the software which is described in the “Proposal” which is attached hereto as Exhibit “A” (“Software”). The performance and functionality of the Software shall comply in all respects with the commitments made in the Order Form and the description of the Software features and specifications contained in Provider’s technical documentation for the Software (collectively, the “Functional Specifications”).
 - i. Commission’s rights under this Agreement include the right of the Commission to grant access to and allow use of the Software by an unlimited number of “Users”, which include “Member Agencies of the Commission”, as such terms are defined in the Terms of Service Addendum referenced below.
 - b. Services. Provider shall further provide Commission with the services necessary to provide the SaaS Solution and to implement, use and support the Software as detailed in Exhibit “A” (“Services”). Services which are provided on a one-time basis in connection with the setup and implementation of the SaaS Solution, if any, including without limitation, account setup, software and database configuration, data conversion and training, are referred to herein as the “Implementation Services”.
- 2. Supplemental Terms. The Commission shall have a license and/or subscription to use the SaaS Solution, including any Software, for its operations, subject to the terms of this Agreement and the additional terms and conditions of Provider which are contained in the “Terms of Service Addendum” which is attached hereto as Exhibit “B”. In the event of any conflict between the terms of this Agreement and the Terms of Service Addendum, the terms of this Agreement will prevail.

3. Term; Performance Schedule.

a. The term of this Agreement will commence on the date first set forth above and will continue for a period of three (3) years. The Agreement may thereafter be renewed for additional one (1) year terms with the mutual written agreement of Commission and Provider.

b. Provider shall provide the Software and Services, including any Implementation Services, in a prompt and timely manner in accordance any schedule(s) agreed upon by the Commission and Provider. Any delays or changes in the Performance Schedule shall be subject to the terms of Section 7.

4. Compensation.

a. Subject to paragraph 4(c) below, the Commission shall pay for Software and Services in accordance with the schedule of fees and costs included in the Proposal attached as Exhibit "A" ("Fee Schedule"). The subscription fee for Software is an enterprise license which allows an unlimited number of users for the Commission's authorized use. The Commission's authorized use expressly includes granting access and use to Member Agencies of the Commission, as further detailed in the Terms of Services Addendum. With respect to any network or database services with storage limitations, Provider will have a mechanism to notify Commission if it is within ten percent (10%) of its authorized limit. Notwithstanding any term of the Terms of Services Addendum, in no event will the Commission be automatically charged additional licenses or subscription fees for exceeding storage limits. Commission will be given notice of and opportunity to purchase additional capacity.

b. The timing of all payments by the Commission will be as set forth in the Fee Schedule, provided, however, that if no payment period is specified, then payments will be made by Commission within forty-five (45) days of the date that an invoice is received.

c. With respect to the Implementation Services, Provider agrees that based on its familiarity with the SaaS Solution, the cost estimate for the Implementation Services will not exceed the budgeted amount that is set forth in the Fee Schedule unless there is a change in the scope of the Implementation Services and such change is reflected in the execution of a written amendment pursuant to Section 7 of this Agreement.

5. Maintenance and Support of SaaS Solution.

a. Unless otherwise expressly set forth in this Agreement, the regular maintenance and support of the SaaS Solution is included in the fees for the Software and Services which are set forth in the Fee Schedule.

b. In the event that the Commission requires customization of the Software, additional training or extraordinary support, then the Commission and Provider will agree, in advance, in writing, on the additional cost for such services.

6. Contract Documents. The "Contract Documents" will include this Agreement and all of the exhibits and addenda attached hereto. In the event of any conflict between the terms and conditions of this Agreement and the Terms of Service Addendum, this Agreement shall prevail.

7. Additional Work. If changes in the Project and the Contract Documents are requested by Provider or the Commission, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Commission by Provider with a statement of the estimated changes in the Schedule of Services, the Fee Schedule and the Performance Schedule. An amendment to the Agreement shall be prepared by the Commission and executed by both parties before any change becomes binding upon Commission. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

8. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Commission.

9. Ownership of Data and Intellectual Property; Confidentiality.

a. Commission shall be the owner of all Commission generated data that is used, stored or processed by Provider in connection with the SaaS Solution, if any ("Commission Data") and Provider will not disclose, share, sell or otherwise make any use of such data except in the performance of its obligations under this Agreement. For the avoidance of doubt, Commission Data includes all data created or in any way originating with the Commission (including any Member Agencies of the Commission), and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the Commission as part of the SaaS Solution, but not including the SaaS solution, whether such data or output is stored on the Commission's hardware, Provider's hardware or exists in any system owned, maintained or otherwise controlled by the Commission or by Provider. Provider will deliver to Commission a full copy of all Commission Data that is stored by Provider or held in any database in connection with the Software within five (5) days of Commission's request, including within ninety (90) days following the termination of this Agreement, subject to any fee set forth in the Fee Schedule. Furthermore, at the request of Commission, Provider shall further destroy all copies of the data that are in Provider's possession.

b. Provider shall remain the owner of the Software and any of Provider's intellectual property and Provider's data that is associated with the SaaS Solution and the performance of any of the Services.

c. Confidentiality – Reserved.

10. Data Security. Reserved.

11. Service Level Requirements.

The bandwidth and network availability for the SaaS Solution shall be as follows:

(i) Provider will provide network bandwidth between its servers and the Internet at levels that will provide dependable and stable access, allowing the product to operate as intended. Uptime will be at least 99.99%. Provider will exercise reasonable efforts to achieve the performance levels set forth above. In the event that average performance falls below the foregoing target during any calendar month, Provider shall credit Commission five percent (5%) of such month's applicable service fees for each one tenth of one percent (0.1%) that uptime is below the target; provided such credit will not exceed fifty percent (50%) of any month's otherwise applicable service fees. Credits issued pursuant to this Section apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including, without limitation, termination of this Agreement.

(ii) Provider (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled maintenance. If Provider intends to install an upgrade or patch to the system that impacts the availability, operation, look-and-feel, or functionality of Services, Provider will provide the Commission at least two (2) business days' notice and coordinate if necessary with the Commission before any upgrades or patches are applied so the Commission can plan accordingly, and (2) will promptly investigate any technical problems that the Commission reports. Provider does not guarantee the integrity of data transmitted via the Internet.

12. Delays in Performance.

a. Neither the Commission nor Provider shall be considered in default of the Contract Documents for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under the Contract Documents. It is not intended by the parties that any such delay shall extend for a period in excess of sixty (60) days.

13. Compliance with Law. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

14. Warranty

a. Software Warranty. Provider warrants that the Software will conform in all material respects to the Functional Specifications during the term of this Agreement. Provider agrees to correct, through its standard support process, any nonconformity of which it receives notice during the term. In addition, Provider warrants that any customization to the Software on behalf of Commission will conform in all material respects to the Functional Specifications. This warranty is void if the Commission or any other third party intentionally changes or modifies the Software without the permission of Provider.

b. Malware. Provider warrants that the Software does not contain any virus or malware and that no employee or contractor of Provider will introduce malware into Commission's network during the performance of this Agreement.

c. Service Warranty. Provider warrants that all Services provided under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with the requirements for the Services and the Functional Specifications, if applicable. Provider shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in the software industry and in compliance with agreed upon schedule(s).

d. Remedies. Provider covenants that it will make corrections of program errors which are reported in writing to Provider during the term and which are necessary for the Software to conform to the warranties set forth in this Section 14. Commission agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming errors as warranted in this Agreement. Provider agrees that program errors that result in the inability of the Commission to make functional use of the Software will be given its highest priority with the problem corrected as soon as practicably possible. Provider will strive to have all errors resolved within no more than five calendar days.

15. Acceptance Testing. Reserved.

16. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the Commission, which may be withheld for any reason at the sole discretion of the Commission. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services

as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.

17. Independent Contractor. Provider is retained as an independent contractor and is not an employee of the Commission. No employee or agent of Provider shall become an employee of the Commission. The work to be performed shall be in accordance with the work described in this Contract Documents, subject to such directions and amendments from the Commission as herein provided.

18. Integration. The Contract Documents represent the entire understanding of the Commission and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. Title to Software. Provider represents and warrants that it is the sole owner of the Software or, if not the owner, that it has received all legally required authorizations from the owner to license the Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person.

20. No Suspension of Use. Unless Commission is in breach of its obligations under this Agreement and has failed to cure such breach within the applicable cure period, in no event will Provider suspend Commission's access to the SaaS Solution and Commission Data unless such suspension is necessary to protect the integrity and security of Provider's network, in which case Provider will give Commission prompt notice of cause of such suspension and the anticipated duration thereof.

21. Infringement and Performance Breach Remedies. If it is claimed that any work furnished by Provider infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any such claim or suit at Provider's expense and to indemnify and hold the Commission harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the Commission's prior written approval, Provider shall not accept any liability on the Commission's behalf for the infringement, nor shall Provider reach a settlement that from the Commission perspective impairs the value or usefulness of the work that is the subject of the infringement claim. Provider will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the Commission due to such alleged or proven infringement and reimburse the Commission for any direct damages suffered by the Commission as a result of the infringement claim, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the Commission to continue using the applicable Software, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The Commission shall not incur any additional costs related to the aforementioned remedies.

22. Termination

a. Termination for Default. Subject to the right to cure contained in Section 22.b., the Commission may terminate this Agreement in whole or in part, at any time that the Commission determines that Provider is in material default of its obligations under the Contract Documents. Termination for default is effective on the date specified in the Commission's written notice of default. A termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.

b. Cure. Provider shall have a period of ten (10) days following a written notice of default to either cure such default or if such default cannot be cured within such period, to provide evidence satisfactory to Commission, in its sole discretion, that Provider is taking action to cure such default.

c. Termination for Convenience. This Contract may be terminated by the Commission, in whole or in part, upon ninety (90) days written notice to Provider, when the Commission determines this to be in its best interest. The termination for convenience is effective on the date specified in the Commission's written notice. Termination for convenience may entitle Provider to payment for reasonable costs allocable to the Contract Documents for work or costs incurred by Provider up to the date of termination. Provider shall not be paid compensation as a result of a termination for convenience that exceeds the amount payable under the Schedule of Charges.

d. Use of SaaS Solution. If there is a termination for any reason, the Commission shall have the right to elect to (i) continue use of the Software for the remainder of the period in which Commission has paid the license or subscription fee to Provider; or (ii) discontinue use of such Software in exchange for a proportional refund of such license or subscription fee.

23. Indemnification. To the fullest extent permitted by law, Provider shall defend, indemnify and hold the Commission, its officers, officials, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Provider, its officials, officers, employees, subcontractors, Providers or agents in connection with the performance of Provider's services, the Project or this Agreement. In addition, Provider shall defend, with counsel of Commission's choosing and, at Provider's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against Commission or its officers, officials, employees, and authorized volunteers. Provider shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officers, officials, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Provider shall also reimburse Commission for the cost of any settlement paid by Commission or its officers, officials, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Provider shall reimburse Commission and its officers, officials, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

24. Insurance; Limitation on Liability; Exceptions.

a. Provider will comply with the "Insurance Requirements" of Commission which are attached hereto as Exhibit "C" and included as a part of this Agreement.

b. Neither Commission, nor Provider, shall be liable to the other for any indirect or consequential damages, including lost profits, as a result of any breach of the Contract Documents.

c. Notwithstanding the foregoing, no limitation on liability contained in the Contract Documents shall apply to any third party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third party claim that the Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

25. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

26. Documents. Provider shall deliver to Commission no less than one (1) full set of documentation, manuals and training materials for the Software and Commission shall have the right to copy such documents and materials for its own internal use of the Software.

27. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery, addressed to each party at the address set forth on the signature page or such other address for which a party has given notice. Notice will be effective upon receipt.

28. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Counterparts; Signatures.

a. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal.

b. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original. Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

30. Discrimination and Harassment Prohibited. Provider will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

31. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Commission and on behalf of Provider under this Agreement are as follows:

PROVIDER:

Attn: _____

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

Except as otherwise stated, all notices provided under this Agreement must be in writing and will be deemed delivered on receipt as follows: (i) in person; (ii) via commercial overnight courier; or (iii) via electronic mail as long as receipt of the electronic mail is confirmed by the recipient via return electronic mail. Each party will notify the other immediately of any changes to the above addresses.

[signature page follows]

**SIGNATURE PAGE
TO
SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT**

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

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Aaron Hake, Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best & Krieger LLP General Counsel</p>	<p>PROVIDER REPLICA, INC.</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 signatories, evidence of signature authority shall be provided to RCTC.

EXHIBIT A

PROPOSAL

[Replica Order Form Including Fee Schedule Attached Behind this Page]

DRAFT



REPLICa

REPLICA ORDER FORM FOR RCTC

Prepared For: Riverside County Transportation Commission

Contact Name: Erik Galloway, egalloway@rctc.org

Date: October 24, 2024

Prepared By: Replica, Inc.

Contact Information: Logan Mormando, logan@replicahq.com

About Replica

Replica is a national technology company headquartered in Kansas City, with offices in Oakland, Seattle, and New York City, and employees working remotely across the United States. Our vision is to deliver mobility insights into the travel trends across the United States.

The Replica team has extensive experience providing data, customer support, and professional services to city agencies across the US. Since 2016, Replica has been trusted by over 200 governments across the US from state DOTs to local municipalities. We are also trusted by more than 85 consulting firms, all of whom are experts with Replica data and stand ready to serve your agency's objectives.

Replica has supported over 5,000 unique projects, and has been utilized to support active transportation planning, model calibration, pandemic-response monitoring, equity and accessibility analyses, grant-application writing, infrastructure planning, community outreach, road network and public transit network design, VMT reporting and monitoring, work-from-home analysis, and multi-modal travel trend monitoring. We have used that experience to provide world-class software with best-in-class customer support.

Product Overview

Replica's data is provided nationwide, updated at a regular cadence, and delivered with quality reports so you know exactly what you're getting.

- Disaggregate trip tables with all modes, purposes, routes
- Disaggregate population tables with demographics
- Origin-destination flows
- Network speeds and volumes
- Turning movement counts
- AADT
- Parcel level land use
- Applications Include:
 - Road Closure Scenario
 - Active Transportation Planner
 - Transit Demand & Equity
 - O-D Explorer
 - VMT Calculator

Replica Access for RCTC

Data Access

Full access to Replica’s data platform and database for unlimited users within your agency. An annual subscription provides you access to:

- Seasonal data in Places, which includes disaggregate trip and population tables
- Weekly datasets in Trends, which includes high level trip data and consumer spend and merchant transaction data
- Traffic datasets in downloads: AADT, Hourly Auto Volumes, Free Flow Speeds, Quarterly Hour Speeds, Turning Movement Counts
- Reference datasets in downloads: Land Use, Census Geographies, Network Links, Transit Routes & Stops
- Replica Applications

Users will have unlimited downloads, queries, studies, and share access.

Geographic Access

Users will be able to run unlimited queries of the data in the Cal-Nev megaregion, which includes disaggregate data in the following states:

- California, Nevada
- Outside trip origins and destinations will be noted as “Visitors” to the region

Users

This agreement covers unlimited users within:

- RCTC
- RCTC Member Agencies

Customer Support

Our Customer Success team brings extensive experience supporting government agencies and will work with you to develop a customized Onboarding + Success Plan. Each plan includes:

- Training and Onboarding: Identify initial use cases to leverage during training sessions. Training includes product tours, video tutorials, weekly newsletters, and bimonthly webinars.
- Services: Dig deeper with the Replica team during onboarding workshops, custom use cases and exercises, and database queries. Replica will also deliver product insights and user utility reports.
- Ongoing support: Continue learning throughout the life of your contract with in-app chat support, email support, and help center articles, including FAQ and methodology documentation.

Technical Requirements

Replica is web-based and software-as-a-service (SaaS). No installs or downloads are required to access Replica. Every user will create a login and password. The platform can be accessed from the latest version of a browser window.

Replica data is available in standard Census-designated geographies and custom geographies.

- Users are able to upload custom geographies to view Replica data for a custom study area (e.g. city neighborhoods, state districts, council districts, etc.).
- Custom geographies must be in shapefile, KML, or geoJSON.

Replica Pricing Schedule and Services Agreement

The following pricing was prepared on January 26, 2024 and is valid for 90 days.

This Services Agreement is entered into between REPLICA and Riverside County Transportation Commission (“Customer”) and will become effective when it is executed by authorized representatives of both parties. If this Order Form is executed and/or returned to REPLICA by Customer after the Subscription Start Date above, REPLICA may adjust the Subscription Start Date and End Date, without increasing the Total Price, based on the date REPLICA activates the products and provided that the total term length does not change.

Replica License Pricing Schedule			
Subscription Start Date	January 1, 2025		
Commitment Term	3 years		
Annual Price	\$250,000 USD Year 1	\$257,500 USD Year 2	\$265,225 USD Year 3
Onboarding, Training, and Support	\$0 - included		
Billing Frequency	Annually		
Usage Notes	Unlimited Users		
Total Price	\$772,725 USD		

This Master Order is issued under the Platform Subscription Agreement (“PSA”) executed by the parties on the Effective Date, as defined in the PSA. The PSA’s defined terms apply to this Master Order unless this Order expressly states otherwise. The terms in the PSA will take precedence over conflicting terms in this Master Order or an Expansion Order unless the parties expressly agree otherwise in the Master Order. All references to Services contained herein are restricted to the Services this Master Order and any other Expansion Orders executed by the parties.

Signatures	
REPLICA, INC.	RCTC
Name	Name
Date	Date
Signature	Signature

Billing Info (completed by customer)	
Organization Name	
Billing Address	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	
Preferred Payment Method	
Billing Frequency	
General Notes	

Platform Subscription Agreement

This Platform Subscription Agreement (this “PSA”) is made as of the Subscription Start Date listed on the Order Form (“Effective Date”) by and between Replica Inc., a Delaware corporation, with its principal offices located at 3610 W 95th Street, Leawood, KS 66206 (“Replica”) and Customer, as defined on the Order (“Customer”).

1. Definitions.

1. “Agreement” means, collectively, this PSA, the Data Protection Addendum attached hereto as Exhibit A, and all Orders issued under this PSA.
 2. “Customer Data” means all data (including User data) uploaded or imported to the Replica Platform by Customer in connection with Customer’s use of the Replica Platform or Services.
 3. “Custom Geo” means regional shape files uploaded by Customer to the Replica Platform and either (i) shared publicly with Replica users or (ii) used privately in Customer’s workflows, in each case as Customer selects in its account settings.
 4. “Ground Truth” means publically available government or public agency data uploaded by Customer to the Replica Platform in connection with Customer’s use of the Services.
 5. “Order” means a fully signed Order for Subscription to the Replica Platform and Services attached to this PSA, and any Expansion Orders in a format similar to Exhibit B (Expansion Order Template) which reference the Order and this PSA. For clarity, the Order and any Expansion Orders are referred to collectively as “Orders” in this PSA.
 6. “Services” means those services set forth in the Order.
 7. “Subscription” means access to and use of the Replica Platform and Services as set forth in an applicable Order.
 8. “Subscription Fee” means the fee for the Subscription set forth in the Order.
 9. “User” means the individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Services as set forth in the Order.
 10. “Replica Data” means content, information, models, reports, documents, documents or other materials provided or made accessible to Customer for download or export from the Replica Platform.
 11. “Replica Platform” means the software as a service, cloud, or other hosted software services provided or specified under this Agreement, including all of Replica’s software, APIs, documentation and other systems necessary for Customer’s access and use of the Services.
2. Subscription and Services. During the term of this Agreement and subject to the terms and conditions contained herein, Replica grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, fully paid-up, license to

access and use the Replica Platform and Services as set forth in an applicable Order. The Subscription includes the Services set forth in the Order and the technical support set forth in Section 2.3.

1. **Permitted Use of Services.** Users may access and use the Services in accordance with Article 4. Customer may use the Services for thought leadership publications, marketing materials, and client proposals (collectively, “Internal Use”), provided that Customer provides attribution to Replica in accordance with Subsection 4.5 and 4.6. Customer may share data obtained from the Services with consultants, contractors, and partners in accordance with Section 4.3. Customer may only use Replica Data obtained from the Services for Internal Use or uses otherwise specified in an applicable Order.
2. **Changes to Services.** From time to time, Replica may modify the Services and data specifications by giving thirty (30) days’ prior written notice to Customer, provided, however, that in the event such modifications materially reduce the functionality of the Services or conflict or affect the purpose of Customer’s use of the Services, Customer may, within five (5) days of receipt of such notice, elect to terminate Customer’s subscription to the Services.
3. **Technical Support.** Subject to the terms hereof, Replica will provide Customer with reasonable technical support services in accordance with Replica’s standard practice and as may be further specified in an applicable order form.
3. **Fees; Payment Terms; Taxes.**
 1. **Subscription Fee.** Replica will charge Customer the Subscription Fee set forth in the Order. Payment of the Subscription Fee will be made in accordance with the Payment Instructions in the Order.
 2. **Delinquent Payment.** Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Services.
 3. **Taxes.** All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on its Services.
4. **Limitations on the Use of Subscription and Services.**
 1. **Registration for Services.** To access the Replica Platform, Customer must identify an administrative username and password for Customer’s Replica account. Replica reserves the right to refuse registration of, or cancel passwords it reasonably deems inappropriate.
 2. **User Limitations.** Users are those persons specifically designated in the Order to access the Services. Users shall be limited to those who are acting on behalf of Customer, including employees.
 3. **Access to Contractors, Consultants, and Partners.** Customer’s contractors, consultants, and partners are prohibited from accessing the Services. Customer may share data obtained from the Services with contractors, consultants, or

partners, provided that such parties comply with the terms of this Agreement, and that Customer will remain liable to Replica under this Agreement for the acts and omissions of such parties. .

4. Limitations on Use of Services. Customer shall only use the Services for the uses specified in an Order and shall not sell or distribute any of the Services, Replica Data or any other data obtained from use of the Services without the express authorization of Replica.
 5. Attribution. Customer shall include as a part of any documentation, marketing materials or other product utilizing the Services, a clear reference denoting Replica has supplied information used in such materials such as “powered by Replica” with Replica’s current logo.
 6. Modification of False Representation of Data. Customer shall not modify or falsely represent data obtained from the Services and still claim the source of the data is Replica
 7. Limitations on Access. Customer shall not: (a) copy, decompile, or reverse engineer any portion of the Services; (b) use the Services to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a “service bureau” basis; (c) remove any Replica titles, trademark symbols, copyright symbols and restrictive legends; (d) bypass or disable any protections that may be put in place to provide security for the Services or to protect against unlicensed use of the Services; (e) use any of the Services to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (f) introduce into the Services, or use the Services to transmit, viruses, Trojan horses and other harmful or malicious code; or (g) interfere with or disrupt the integrity or performance of the Replica Platform, Services or third-party data contained therein.
 8. Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with this Agreement; (b) protect against anticipated threats or hazards to the security or integrity of the Replica Data or the Services; and, (c) protect against unauthorized access or use of the Replica Data or the Services. Although Replica has no obligation to monitor Customer’s use of the Services, Replica may do so and may prohibit any use of the Replica Platform or Services it reasonably believes may be (or alleged to be) in violation of the terms of this Agreement.
5. Proprietary Rights; Confidentiality.
1. Confidentiality. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information”). Proprietary Information of Replica

includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Replica to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, including any order to comply with any law, order, regulation or ruling applicable to such Receiving Party or as may be required or appropriate in any report, statement or testimony requested by, or submitted to, any municipal, state, federal or foreign regulatory body having or claiming to have jurisdiction over such Receiving Party.

2. Replica's Proprietary Information. Where Customer is a public entity subject to public disclosure requirements, Customer acknowledges that the Services and data obtained via the Services contains Replica's proprietary information and trade secrets and such information may be exempt from public disclosure requirements.
3. Proprietary Rights. Replica shall own and retain all right, title and interest in and to the Replica Data, the Services, all improvements, enhancements or modifications thereto and all intellectual property rights related to any of the foregoing.
4. Collecting and Analyzing Data. Notwithstanding anything to the contrary, Replica shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Replica Platform and Services and related systems and technologies (including, without limitation, information uploaded to the Replica Platform (and data derived therefrom), and Replica will be free (during and after the term hereof) to (a) use such information and Customer Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Replica offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. In the event Customer elects to upload Ground Truth data or make any Custom Geo data publically available, Customer grants Replica an perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, license to publicly display and use such data in connection with the Replica Platform and for Replica's commercial purposes.

5. No Personally Identifiable Information. Customer acknowledges that Replica does not wish to receive any personally identifiable information from Customer that is not necessary for Replica to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Replica may reasonably presume that any data uploaded by Customer to the Replica Platform does not include personally identifiable information.
6. Representations and Warranties.
 1. Mutual. Each Party represents and warrants (a) that it has full power and authority to enter into and fulfill its obligations under this Agreement and (b) that it will comply with all applicable laws and regulations with respect to the provision of the Services, in the case of Replica, and the acquisition and use of the Services, in the case of Customer.
 2. Customer. Customer represents and warrants that: (a) it will not use the Services to determine or attempt to determine the identity of any individual person, household, business or other entity, and (b) it has and will retain all rights in and to the Customer Data necessary for the use of the Customer Data in connection with Services.
 3. Replica. Replica shall use commercially reasonable efforts to maintain the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Replica or by third-party providers, or because of other causes beyond Replica's reasonable control. EXCEPT AS PROVIDED AND SET FORTH IN THIS AGREEMENT, REPLICAS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, THE SERVICES ARE PROVIDED "AS IS" AND REPLICAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
7. Indemnification; Limitation of Liability.
 1. Indemnification.
 1. Indemnification by Replica. Replica will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (i) alleging that the Services infringe or misappropriate such third party's intellectual property rights, (ii) arising from Replica's gross negligence or willful misconduct, or (iii) arising from a breach of Replica's representations and warranties (each a "Claim Against Customer"), and will indemnify Customer from damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Replica in writing of, a Claim Against Customer, provided Customer (a) promptly gives Replica written notice of

the Claim Against Customer, (b) gives Replica sole control of the defense and settlement of the Claim Against Customer, and (c) provides Replica all reasonable assistance in defense of the Claim Against Customer. If Replica receives information about an infringement or misappropriation claim related to a Services, Replica may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with the Customer Data or any software, hardware, data, or processes not provided by Replica, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order for which there is no charge; or (4) a Claim against Customer arises from Customer's breach of this Agreement.

2. Indemnification by Customer. Customer will defend Replica against any claim, demand, suit or proceeding made or brought against Replica by a third party arising from (i) Customer's gross negligence or willful misconduct, or (iii) Customer's breach of any representation, warranty or use restriction contained in this Agreement, (each a "Claim Against Replica"), and will indemnify Replica from any damages, attorney fees and costs finally awarded against Replica as a result of, or for any amounts paid by Replica under a settlement approved by Customer in writing of, a Claim Against Replica, provided Replica (a) promptly gives Customer written notice of the Claim Against Replica, (b) gives Customer sole control of the defense and settlement of the Claim Against Replica (except that Customer may not settle any Claim Against Replica unless it unconditionally releases Replica of all liability), and (c) provides Customer all reasonable assistance in defense of the Claim Against Replica. The above defense and indemnification obligations do not apply if a Claim Against Replica arises from Replica's breach of this Agreement.

2. Limitation of Liability. EXCEPT FOR LIABILITIES ARISING FROM ANY BREACH OF CONFIDENTIALITY OR RELATED TO INDEMNITY OBLIGATIONS TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY

INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO REPLICA FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

1. Term and Termination.

1. Term. This PSA is effective as of the date last signed below and shall continue in full force until terminated.
2. Termination. In addition to any other remedies it may have, either party may terminate this PSA upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services provided in accordance with this Agreement up to and including the last day on which the Services are provided under any outstanding Orders. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, indemnification, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
3. Effect on Orders. Termination of this PSA terminates all outstanding Orders and all non-perpetual licenses granted under this Agreement. For the avoidance of doubt, individual Orders may be terminated in accordance with the terms thereof, without having the effect of terminating the Agreement.

2. Miscellaneous.

1. If there is any conflict, discrepancy, or inconsistency between the terms of this PSA and any Order or any other form used by the parties, the terms of this PSA will control unless expressly stated otherwise in a fully executed Order.
2. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
3. Neither party to this Agreement may transfer and assign any of its rights and obligations under this Agreement without the other party's consent.
4. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and any waiver or modifications hereto must be in a writing signed by both parties. The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
5. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Replica in any respect whatsoever.

6. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested..
7. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions; provided, however, if the Customer is a government agency, then the State laws of the jurisdiction in which such entity is located shall apply.
8. This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument.
9. Each person signing this Agreement represents and warrants that they are authorized and have the capacity to execute this Agreement.
10. Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

[signatures to the PSA are found on the Order Form attached to this original PSA]

Exhibit A

DATA PROTECTION ADDENDUM

This Data Protection Addendum (this “Addendum”) forms part of the Platform Subscription Agreement the Professional Services Agreement (“PSA”) and any and all Orders issued thereunder.

Replica and Customer agree as follows:

1. Definitions.
 1. “De-Identified Data” means data (1) that contains no Personal Data and (2) cannot be associated with, or linked, directly or indirectly, with an identifiable individual, household, or device.
 2. “Personal Data” means any information relating to an identified or identifiable natural person, household, or business; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 3. “Sensitive Data” means Personal Data that reveals any of the following of a data subject: (a) social security, driver’s license, state identification card, or passport number; (b) precise geolocation; (c) racial or ethnic origin, religious or

philosophical beliefs; (d) union membership; (e) political opinions; (f) genetic data; (g) biometric information; (h) health or medical information, including health insurance information; and (i) sex life or sexual orientation.

4. "Services" means the services provided by Replica to Customer as set forth in the Main Agreement.
2. Privacy First Principles. In its provision of Services to Customer, Replica provides, discloses, or otherwise makes available only De-Identified Data to Customer. Replica represents and warrants that each of the following is true:
 1. Replica employs appropriate techniques to ensure it only provides De-Identified Data to Customer, including differential privacy as appropriate.
 2. If Replica generates synthetic data as part of the Services, Replica shall use only De-Identified Data to train its synthetic data generation models.
 3. Replica segregates Sensitive Data from other Personal Data maintained by the Replica. Replica will not combine Sensitive Data fields from more than one data source.
 4. Replica makes no effort to re-identify individuals in source data it obtains to provide the Services;
 5. Replica contractually prohibits licensees and other recipients of De-Identified Data from taking any steps to re-identify the data; and
 6. Except for service providers that are under a contractual obligation to use Personal Data from the Replica solely to provide services for the Replica and in accordance with the Replica's Privacy Policy, Replica prohibits recipients of its data from accessing any source data and otherwise does not enable recipients of its data from accessing source data.
3. No Re-identification. Customer represents and warrants that: (a) it does not have the right nor the ability to use the Services to determine the identity of any individual person, household, business or other entity; (b) it shall make no attempt to re-identify the De-Identified Data provided by Replica through the Services; and (c) it will not knowingly accept any information from any third party that enables re-identification of the De-Identified Data obtained from Replica.

EXHIBIT B

TERMS OF SERVICE ADDENDUM

**[Replica Platform Subscription Agreement and Data Protection Addendum
Attached Behind this Page]**

DRAFT

Platform Subscription Agreement

This Platform Subscription Agreement (this "PSA") is made as of the [date set forth in the following sentence Subscription Start Date listed on the Order Form](#) ("Effective Date") by and between Replica Inc., a Delaware corporation, with its principal offices located at 3610 W 95th Street, Leawood, KS 66206 ("Replica") and Customer, as defined on the Order ("Customer"). This PSA is attached as Exhibit "B" to that certain SaaS Procurement and Professional Services Agreement between Replica and the Customer, dated as of _____, 2025, and is subject to the terms and conditions thereof.

1. Definitions.
 1. "Agreement", as used in this Exhibit "B" only, means, collectively, this PSA, the Data Protection Addendum attached hereto as Exhibit A, and all Orders issued under this PSA.
 2. "Customer Data" means all data (including User data) uploaded or imported to the Replica Platform by Customer in connection with Customer's use of the Replica Platform or Services.
 3. "Custom Geo" means regional shape files uploaded by Customer to the Replica Platform and either (i) shared publicly with Replica users or (ii) used privately in Customer's workflows, in each case as Customer selects in its account settings.
 4. "Ground Truth" means publically available government or public agency data uploaded by Customer to the Replica Platform in connection with Customer's use of the Services.
 5. ["Member Agency of Customer" or "Member Agency of the Commission" means any city within Riverside County, and the County of Riverside.](#)
 - 5.6. ["Order"](#) means ~~the a fully signed~~ Order for Subscription to the Replica Platform and Services attached to [the SaaS Procurement and Professional Services Agreement as Exhibit "A"](#)~~this PSA~~, and any Expansion Orders [executed by and](#) in a format [agreed upon by the parties similar to Exhibit B \(Expansion Order Template\)](#) which reference the [SaaS Procurement and Professional Services Agreement, the](#) Order and this PSA. For clarity, the Order and any Expansion Orders are referred to collectively as "Orders" in this PSA.
 - 6.7. ["Services"](#) means those services set forth in the Order.
 - 7.8. ["Subscription"](#) means access to and use of the Replica Platform and Services as set forth in an applicable Order.
 - 8.9. ["Subscription Fee"](#) means the fee for the Subscription set forth in the Order.
 - 9.10. ["User"](#) means the individual or individuals (e.g., an employee or named consultant contractor of Customer [or any designated representative of a Member Agency of Customer](#)) designated by Customer and permitted to access the Services as set forth in the Order.

~~10.11.~~ 11. "Replica Data" means content, information, models, reports, documents, documents or other materials provided or made accessible to Customer for download or export from the Replica Platform.

~~11.12.~~ 12. "Replica Platform" means the software as a service, cloud, or other hosted software services provided or specified under this Agreement, including all of Replica's software, APIs, documentation and other systems necessary for Customer's access and use of the Services.

2. Subscription and Services. During the term of this Agreement and subject to the terms and conditions contained herein, Replica grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, fully paid-up, license to access and use the Replica Platform and Services as set forth in an applicable Order. The Subscription includes the Services set forth in the Order and the technical support set forth in Section 2.3.

1. Permitted Use of Services. Users may access and use the Services in accordance with Article 4. Customer [and Member Agencies of Customer](#) may use the Services for thought leadership publications, [project and program analysis and implementation](#), marketing materials, and [other similar uses](#) ~~client proposals~~ (collectively, "Internal Use"), provided that Customer [or applicable Member Agency](#) provides attribution to Replica in accordance with Subsection 4.5 and 4.6. Customer [and Member Agencies of Customer](#) may share data obtained from the Services with consultants, contractors, and partners in accordance with Section 4.3. Customer [and Member Agencies of Customer](#) may only use Replica Data obtained from the Services for Internal Use or uses otherwise specified in an applicable Order.

2. Changes to Services. From time to time, Replica may modify the Services and data specifications by giving thirty (30) days' prior written notice to Customer, provided, however, that in the event such modifications materially reduce the functionality of the Services or conflict or affect the purpose of Customer's use of the Services, Customer may, within five (5) days of receipt of such notice, elect to terminate Customer's subscription to the Services.

3. Technical Support. Subject to the terms hereof, Replica will provide Customer with reasonable technical support services in accordance with Replica's standard practice and as may be further specified in an applicable order form.

3. Fees; Payment Terms; Taxes.

1. Subscription Fee. Replica will charge Customer the Subscription Fee set forth in the Order. Payment of the Subscription Fee will be made in accordance with the Payment Instructions in the Order.
2. Delinquent Payment. Reserved.
3. Taxes. All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on its Services.
0. Limitations on the Use of Subscription and Services.
 1. Registration for Services. To access the Replica Platform, Customer must identify an administrative username and password for Customer's Replica account. Replica reserves the right to refuse registration of, or cancel passwords it reasonably deems inappropriate.
 2. User Limitations. Users are those persons specifically designated in the Order to access the Services. Users shall be limited to those who are acting on behalf of Customer or a Member Agency of Customer, including employees and consultants.
 - ~~3. Access to Contractors, Consultants, and Partners. Customer's contractors, consultants, and partners are prohibited from accessing the Services.~~

Customer ~~may share data obtained from the Services with~~ may allow access to the Software and Services by contractors, consultants, Customer Member Agencies and partners, provided that such parties comply with the terms of this Agreement, and that Customer will remain liable to Replica under this Agreement for the acts and omissions of such parties.

- ~~3.4.~~ Limitations on Use of Services. Customer shall only use the Services for the uses specified in the SaaS Procurement and Professional Services Agreement, this Agreement or -an Order and shall not sell or distribute any of the Services, Replica Data or any other data obtained from use of the Services without the express authorization of Replica.
- ~~4.5.~~ Attribution. Customer shall include as a part of any documentation, marketing materials or other product utilizing the Services, a clear reference denoting Replica has supplied information used in such materials such as "powered by Replica" with Replica's current logo.
- ~~5.6.~~ Modification of False Representation of Data. Customer shall not modify or falsely represent data obtained from the Services and still claim the source of the data is Replica

6.7. Limitations on Access. Customer shall not: (a) copy, decompile, or reverse engineer any portion of the Services; (b) use the Services to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (c) remove any Replica titles, trademark symbols, copyright symbols and restrictive legends; (d) bypass or disable any protections that may be put in place to provide security for the Services or to protect against unlicensed use of the Services; (e) use any of the Services to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (f) introduce into the Services, or use the Services to transmit, viruses, Trojan horses and other harmful or malicious code; or (g) interfere with or disrupt the integrity or performance of the Replica Platform, Services or third-party data contained therein.

8. Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with this Agreement; (b) protect against anticipated threats or hazards to the security or integrity of the Replica Data or the Services; and, (c) protect against unauthorized access or use of the Replica Data or the Services. Although Replica has no obligation to monitor Customer's use of the Services, Replica may do so and may prohibit any use of the Replica Platform or Services it reasonably believes may be (or alleged to be) in violation of the terms of this Agreement.

5. Proprietary Rights; Confidentiality.

1. Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information"). Proprietary Information of Replica includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Replica to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the

Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, including any order to comply with any law, order, regulation or ruling applicable to such Receiving Party or as may be required or appropriate in any report, statement or testimony requested by, or submitted to, any municipal, state, federal or foreign regulatory body having or claiming to have jurisdiction over such Receiving Party.

2. Replica's Proprietary Information. Where Customer is a public entity subject to public disclosure requirements, Replica acknowledges Customer's public disclosure obligations. Customer acknowledges that the Services and data obtained via the Services contains Replica's proprietary information and trade secrets and such information may be exempt from public disclosure requirements. Customer shall not be in breach of this Agreement for any disclosure of information that Customer reasonably determines is required pursuant to the California Public Records Act (CPRA).
3. Proprietary Rights. Replica shall own and retain all right, title and interest in and to the Replica Data, the Services, all improvements, enhancements or modifications thereto and all intellectual property rights related to any of the foregoing.
4. Collecting and Analyzing Data. Notwithstanding anything to the contrary, Replica shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Replica Platform and Services and related systems and technologies (including, without limitation, information uploaded to the Replica Platform (and data derived therefrom), and Replica will be free (during and after the term hereof) to (a) use such information and Customer Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Replica offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. In the event Customer elects to upload Ground Truth data or make any Custom Geo data publically available, Customer grants Replica an perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, license to publicly display and use such data in connection with the Replica Platform and for Replica's commercial purposes.

5. No Personally Identifiable Information. Customer acknowledges that Replica does not wish to receive any personally identifiable information from Customer that is not necessary for Replica to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Replica may reasonably presume that any data uploaded by Customer to the Replica Platform does not include personally identifiable information.

6. Representations and Warranties.

1. Mutual. Each Party represents and warrants (a) that it has full power and authority to enter into and fulfill its obligations under this Agreement and (b) that it will comply with all applicable laws and regulations with respect to the provision of the Services, in the case of Replica, and the acquisition and use of the Services, in the case of Customer.
2. Customer. Customer represents and warrants that: (a) it will not use the Services to determine or attempt to determine the identity of any individual person, household, business or other entity, and (b) it has and will retain all rights in and to the Customer Data necessary for the use of the Customer Data in connection with Services.
3. Replica. Replica shall use commercially reasonable efforts to maintain the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Replica or by third-party providers, or because of other causes beyond Replica's reasonable control. EXCEPT AS PROVIDED AND SET FORTH IN THIS AGREEMENT, REPLICA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, THE SERVICES ARE PROVIDED "AS IS" AND REPLICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Indemnification; Limitation of Liability.

1. Indemnification.
 1. Indemnification by Replica. Replica will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (i) alleging that the Services infringe or misappropriate such third party's intellectual property rights, (ii) arising from Replica's gross negligence or willful misconduct, or (iii) arising from a breach of Replica's representations and warranties (each a "Claim Against Customer"), and will indemnify Customer from damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Replica in writing of, a Claim Against Customer, provided Customer (a) promptly

gives Replica written notice of the Claim Against Customer, (b) gives Replica sole control of the defense and settlement of the Claim Against Customer, and (c) provides Replica all reasonable assistance in defense of the Claim Against Customer. If Replica receives information about an infringement or misappropriation claim related to a Services, Replica may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with the Customer Data or any software, hardware, data, or processes not provided by Replica, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order for which there is no charge; or (4) a Claim against Customer arises from Customer's breach of this Agreement.

2. Reserved.

2. Limitation of Liability. EXCEPT FOR LIABILITIES ARISING FROM ANY BREACH OF CONFIDENTIALITY OR RELATED TO INDEMNITY OBLIGATIONS TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO REPLICA FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

1. Term and Termination.

1. Term. This PSA is effective as of the date last signed below and shall continue in full force until terminated.
2. Termination. In addition to any other remedies it may have, either party may terminate this PSA upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services provided

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in accordance with this Agreement up to and including the last day on which the Services are provided under any outstanding Orders. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, indemnification, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

3. Effect on Orders. Termination of this PSA terminates all outstanding Orders and all non-perpetual licenses granted under this Agreement. For the avoidance of doubt, individual Orders may be terminated in accordance with the terms thereof, without having the effect of terminating the Agreement.

2. Miscellaneous.

1. If there is any conflict, discrepancy, or inconsistency between the terms of this PSA and any Order, the terms of this PSA will control unless expressly stated otherwise in a fully executed Order.
2. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
3. Neither party to this Agreement may transfer and assign any of its rights and obligations under this Agreement without the other party's consent.
4. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Replica in any respect whatsoever.

Exhibit A

DATA PROTECTION ADDENDUM

This Data Protection Addendum (this "Addendum") forms part of the Platform Subscription Agreement the Professional Services Agreement ("PSA") and any and all Orders issued thereunder.

Replica and Customer agree as follows:

1. Definitions.

1. "De-Identified Data" means data (1) that contains no Personal Data and (2) cannot be associated with, or linked, directly or indirectly, with an identifiable individual, household, or device.
2. "Personal Data" means any information relating to an identified or identifiable natural person, household, or business; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
3. "Sensitive Data" means Personal Data that reveals any of the following of a data subject: (a) social security, driver's license, state identification card, or passport number; (b) precise geolocation; (c) racial or ethnic origin, religious or philosophical beliefs; (d) union membership; (e) political opinions; (f) genetic data; (g) biometric information; (h) health or medical information, including health insurance information; and (i) sex life or sexual orientation.
4. "Services" means the services provided by Replica to Customer as set forth in the Main Agreement.

2. Privacy First Principles. In its provision of Services to Customer, Replica provides, discloses, or otherwise makes available only De-Identified Data to Customer.

Replica represents and warrants that each of the following is true:

1. Replica employs appropriate techniques to ensure it only provides De-Identified Data to Customer, including differential privacy as appropriate.
2. If Replica generates synthetic data as part of the Services, Replica shall use only De-Identified Data to train its synthetic data generation models.
3. Replica segregates Sensitive Data from other Personal Data maintained by the Replica. Replica will not combine Sensitive Data fields from more than one data source.
4. Replica makes no effort to re-identify individuals in source data it obtains to provide the Services;
5. Replica contractually prohibits licensees and other recipients of De-Identified Data from taking any steps to re-identify the data; and

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6. Except for service providers that are under a contractual obligation to use Personal Data from the Replica solely to provide services for the Replica and in accordance with the Replica's Privacy Policy, Replica prohibits recipients of its data from accessing any source data and otherwise does not enable recipients of its data from accessing source data.
 3. No Re-identification. Customer represents and warrants that: (a) it does not have the right nor the ability to use the Services to determine the identity of any individual person, household, business or other entity; (b) it shall make no attempt to re-identify the De-Identified Data provided by Replica through the Services; and (c) it will not knowingly accept any information from any third party that enables re-identification of the De-Identified Data obtained from Replica.

EXHIBIT C

INSURANCE REQUIREMENTS

A. Provider, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by Commission in writing. These minimum amounts of coverage will not constitute any limitations or cap on Provider's indemnification obligations under this Agreement.

- **Commercial General Liability Insurance.** Provider will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the Commission, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Commission.

- **Business Automobile Liability Insurance.** Provider will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

- **Workers' Compensation Insurance.** Provider will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the Commission, its officers, agents, employees and volunteers.

- **Employer's Liability Insurance.** Provider will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

- **Professional Liability Insurance.** Provider will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

- **Third party cyber liability insurance.** Provider will maintain cyber liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Provider providing thirty (30) days prior written notice to Commission sent pursuant to the Notice provisions of this Agreement.

C. Prior to Commission's execution of this Agreement, Provider will provide to Commission certificates of insurance and above-referenced endorsements sufficient to satisfaction of Commission's Risk Manager. In no event will Provider commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by Commission's Risk Manager.

D. If Provider fails to comply with these insurance requirements, then Commission will have the option to declare Provider in breach.

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreements for VanClub Vehicle Leasing Service

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award the following agreements to provide VanClub Vehicle Leasing Services, for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000;
 - a) Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company; and
 - b) Agreement No. 25-41-075-00 with Green Commuter.

BACKGROUND INFORMATION:

In 2017, the Commission authorized the funding and development of VanClub, a vanpool program designed to provide commuters traveling to worksites in Riverside County with a convenient and cost-effective alternative to driving alone - especially when traditional transit options are not feasible. VanClub offers eligible vanpools a subsidy of up to 50 percent of their vanpool lease cost, with a maximum of \$600 per month, making vanpooling an attractive option for commuters. Payments are made directly to the approved third-party leasing vendors, who supply vehicles and related services to the program participants. The Commission's Vanpool Program is defined by the following characteristics:

- A shared transit mode that uses vans, small buses, or similar vehicles;
- A ridesharing arrangement involving 4 to 15 individuals, operating at least 12 days each month;
- A minimum round-trip distance of 30 miles, directly connecting home origins to regular work destinations located within Riverside County;
- A required vanpool occupancy of at least 70 percent at the time of application and at least 50 percent monthly thereafter.

Vanpool lease providers are responsible for managing the lease or rental agreements and delivering vehicle-related customer service, including insurance and maintenance. Once a lease provider is selected and approved by the Commission, they are listed as an eligible provider on

the VanClub website. Participants can choose their preferred vehicle lease provider from this approved list.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission's needs for vanpool vehicle leasing services, as set forth under the terms of the request for proposals (RFP) No. 25-41-038-00.

RFP No. 25-41-038-00 was released on December 12, 2024 and the RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 407 firms, 64 of which are located in Riverside County. Through the PlanetBids site, 7 firms downloaded the RFP; 1 of these firms is located in Riverside County. Two firms – Green Commuter (Los Angeles) and Enterprise Rent-a-Car Company (Orange) – submitted proposals prior to the 2:00 p.m. submittal deadline on February 6, 2025. The proposals submitted were responsive and responsible proposals.

An evaluation committee comprised of Commission staff evaluated each proposal in accordance with the evaluation criteria set forth in the RFP. Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee short listed Enterprise Rideshare and Green Commuter. Subsequently, the evaluation committee determined both firms to be qualified firms to provide vanpool vehicle leasing services.

Based on the evaluation committee's assessment of the written proposals and pursuant to the term of the RFP, the evaluation committee determined one (1) firm – Enterprise Rent-a-Car Company to be the most qualified firm to provide vanpool lease provider services.


Additionally, since the Commission intended to award up to three (3) agreements for vanpool vehicle leasing services, the evaluation committee shortlisted and invited one (1) firm – Green Commuter to the interview phase of the evaluation and selection process. Interviews were conducted on March 3, 2025.

Subsequently, the evaluation committee determined Green Commuter to be a qualified firm from the interview phase to provide vanpool lease provider services.

As a result of the evaluation committee's assessment of the written proposals and interview, the evaluation committee recommends contract awards for vanpool vehicle leasing services to Enterprise Rent-a-Car Company and Green Commuter for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000. The Commission's professional services agreement will be entered into with Enterprise Rideshare and Green Commuter subject to any changes approved by the Executive Director, pursuant to legal counsel review.

FISCAL IMPACT:

Sufficient funding for vanpool subsidies, consisting of federal and local funds, including Congestion Mitigation and Air Quality (CMAQ), Measure A and Service Authority for Freeway Emergencies (SAFE) funds, will be included in the Fiscal Year 2025/26 – FY 2029/30 budgets.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$455,400 \$3,117,600
Source of Funds:	CMAQ, Measure A, SAFE			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002187 81030 00000 0000 263 41 81002				
Fiscal Procedures Approved:				Date:	03/13/2025

Attachments:

- 1) Draft Vanpool Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company
- 2) Draft Vanpool Agreement No. 25-41-075-00 with Green Commuter

Approved by the Budget and Implementation Committee on March 24, 2025

In Favor: 10 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH ENTERPRISE RENT-A-CAR COMPANY**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **ENTERPRISE RENT-A-CAR COMPANY** ("Contractor"), a **LIMITED LIABILITY CORPORATION**.

2. RECITALS.

2.1 Contractor desires to participate in the RCTC Vanpool Subsidy Program (the "Program") as a provider of qualified vehicles ("Vehicles") to be leased under the Program by participants, and to provide such other services as detailed in this Agreement.

2.2 Commission desires to engage Contractor to participate in the Program, as further set forth herein.

2.3 Commission has also engaged other contractors to participate in the Program. Program participants will select which contractor to utilize for the provision of Vehicles.

3. TERMS.

3.1 General Scope of Services; Vehicle Requirements. Contractor promises and agrees to make Vehicles available for lease to qualified Program participants, and to furnish all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the services for the Program (the "Services"). The Services and requirements for the Vehicles 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. All Vehicles made available for lease under the Program shall conform to the requirements set forth in the attached Exhibit "A".

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein.

Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services agreed upon by the parties ("Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor 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 Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Contractor has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **Eric Curtis, Rachel Moore, Robin Semien, Cash Domnik, Angelica Berrelleza, Sarah Garth, Cheryl O'Connor, Noah Fox, Dion Beuckman, Chuck Welek, Melissa Banigan, and Sirus Karimi.**

3.7 Commission's Representative. Commission hereby designates **Executive Director**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under

this Agreement. Contractor shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Contractor's Representative. Contractor hereby designates **Eric Curtis**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best 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.

3.9 Coordination of Services. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, 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. Contractor shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services, including all Cal/OSHA requirements, and shall give all notices required by law, or participation in the Program. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, 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.

3.12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 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, its 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Contractor 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 Contractor.

(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, its 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) Contractor shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor 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 Contractor 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor 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 Contractor, 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 Contractor 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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor to provide complete copies of all insurance policies in effect for the duration of this Agreement.

(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:

3.12.5 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, Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 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.

3.12.7 Verification of Coverage. Contractor 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.

3.12.8 Subconsultant Insurance Requirements. Contractor 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 Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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.

3.14 Fees and Payment.

3.14.1 Subsidy. As full and complete compensation for all Services rendered under this Agreement, including lease of the Vehicles, Contractor shall receive a monthly subsidy for each Vehicle leased under the Program, in the amount as set forth in Exhibit "B" (the "Subsidy"). If the Commission Board approves an increase in the Subsidy amount set forth in Exhibit "B", the Commission will provide written notice to Contractor of such increased amount, which increase shall be automatically effective without a written amendment to this Agreement.

The Commission has or will enter into two (2) Vanpool Subsidy Program Agreements for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Vanpool Program Agreements"). The other Vanpool Program Agreement is 25-41-075-00 Green Commuter. The total Commission funds available for the Subsidy for the Vanpool Subsidy Agreements shall not exceed a cumulative maximum total value of Three Million Five Hundred Seventy-Three Thousand Dollars (\$3,573,000.00) ("NTE Sum").

It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be utilized under the Vanpool Subsidy Agreements. The Commission will, on a quarterly basis, send written notification to Contractor and each of the other contractors entering into the Vanpool Program Agreements. The notice will identify the total Subsidy amount utilized under all of the Vanpool Program Agreements, and the remaining unencumbered amount of the NTE Sum.

Contractor acknowledges and agrees that Commission may, by written notice to Contractor, and without any cost or liability to the Commission, immediately suspend Contractor's right under the Agreement to continue entering new Vehicle lease agreements or renewing existing Vehicle lease agreements under the Program when less than ten percent (10%) of the NTE Sum is remaining.

Other than the Subsidy, no other payment shall be provided to Contractor under this Agreement.

3.14.2 Payment of Subsidy. Contractor shall submit to Commission a monthly statement which indicates Vehicles leased during the relevant billing period, and all such other information as required by Commission, as further detailed in Exhibit "A". Commission shall, within 45 days of receiving such statement, review the statement and pay all approved Subsidy amounts claimed thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission. The Subsidy is intended to include reimbursement for all expenses.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and Subsidy amounts claimed under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for Subsidy amounts earned through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of 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:

CONTRACTOR:

Enterprise Rent-a-Car Company
333 City Boulevard, Ste. 1101
Orange, CA 92868

Attn: Eric Curtis

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.

3.18 Ownership of Materials/Confidentiality.

3.18.1 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 Contractor under this Agreement ("Documents & Data").

Contractor 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.

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

3.18.2 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 Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor 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 Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, 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 Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor 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 Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor 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 participation in the Program. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Contractor 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 Program by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. 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 attorney's fees and costs of such actions.

3.21 Indemnification. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor'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 the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and 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. Contractor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.25 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other consultants in connection with this Program.

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

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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, Commission shall have the right to rescind this Agreement without liability.

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

3.27.3 Conflict of Employment. Employment by the Contractor 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 Contractor 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 Contractor securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Contractor 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.

3.28 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any 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. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or

other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.32 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.

3.33 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 Contractor or the Services are not subject to the Eight-Hour Law. Contractor 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 Contractor or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Program, Contractor shall immediately provide written notice of the subpoena or court order to the Commission. Contractor 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Contractor 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.

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

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

3.40 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.

3.41 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.

3.42 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.

3.43 Assignment or Transfer. Contractor 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.

3.44 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH ENTERPRISE RENT-A-CAR COMPANY**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
ENTERPRISE RENT-A-CAR COMPANY**

By: _____
Aaron Hake
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* 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 the Commission.

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

DRAFT

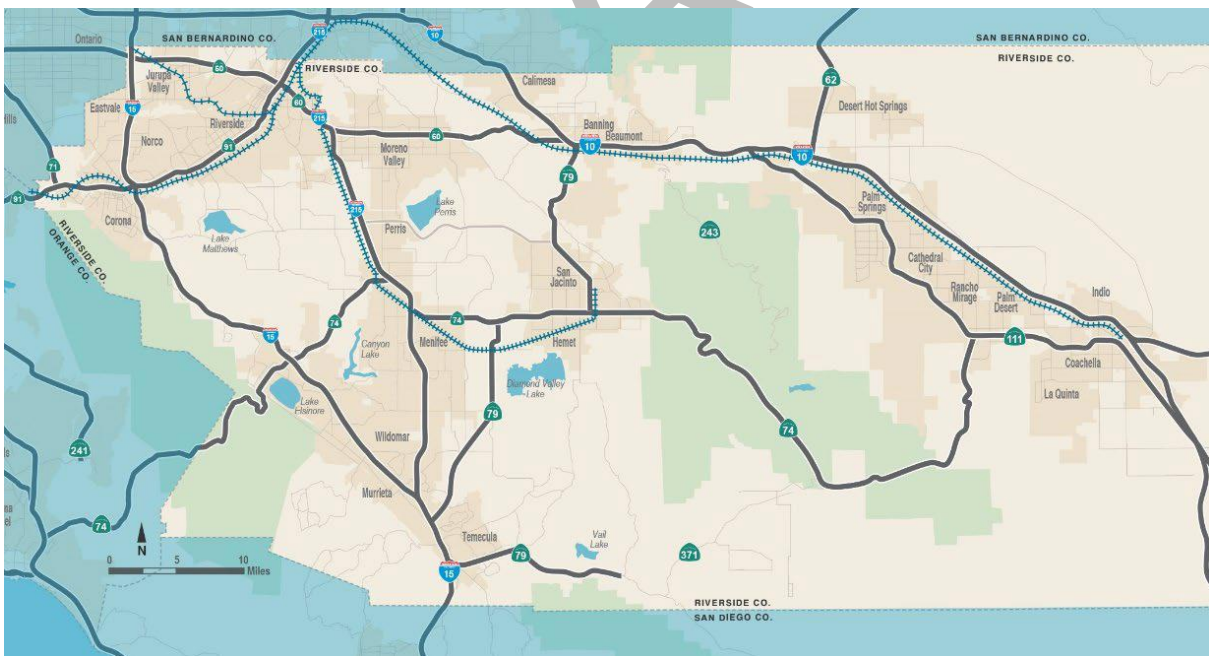
RCTC Vanpool Subsidy Program Scope of Services

A. **Program Description and Requirements.** The RCTC Vanpool Program provides subsidies for lease of vehicles that meet all qualification requirements described herein (“Vehicles”) to assist with formation of vanpools in order to provide transit opportunities for underserved persons and communities, all as further detailed herein (the “Program” or “Vanpool Subsidy Program”). The Program is being administered by RCTC and provides service for vanpool activity in Riverside County. Figure X below depicts the Program service area (“Service Area”).

Pursuant to this Request for Proposals (“RFP”), RCTC seeks proposals from qualified entities who desire to participate in the Program as providers of Vehicles, and other services as detailed herein. Entities selected pursuant to this RFP, and who enter into a Vanpool Subsidy Program Agreement with RCTC (“RCTC Agreement”), are referred to herein as “Contractor” or “Contractors”.

Under the Program, Contractors will lease Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a lease with the Contractor, is referred to herein as the "Coordinator." If more than one Contractor is selected, RCTC will provide to Coordinators a list of available Contractors, and the individual Program applicant, and not RCTC, will select the Contractor to utilize for lease of a Vehicle.

Figure X – RCTC Vanpool Program Service Area



Those vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program), may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who leases the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants

("Participants") in the Program. All other individuals that travel to and from a work location in the vanpool, are considered passengers ("Vanpool Passengers" or "Passengers") and are also voluntary participants in the Program.

Contractors shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. The Contractor must also assume all Vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the Vehicle.

The Program seeks to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market as a result of this RFP include government employees and other work forces of employers in the Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in the Service Area.

The RCTC Vanpool Program is defined by the following characteristics that the Contractor and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. a transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. is dedicated to and operates as a ridesharing arrangement for the vehicles' passengers (who are volunteers and unpaid to travel in the vanpool) at least 12 days during each calendar month;
3. travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin and/or destination being to or from the Servicer Area; and
4. maintains a minimum vanpool occupancy at 70% or higher at the time the application is submitted to RCTC for consideration and at 50% or higher on a monthly basis.

In order to qualify for a subsidy under the Program, Vehicles must have a minimum seating capacity of seven (7) and a maximum capacity of 15, including the driver. The vanpool driver is a volunteer and shall not be paid for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in RCTC 's Model Agreement (provided in this RFP), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions and be open to the public.

Applicants who apply for the Vanpool Subsidy Program must do so through the RCTC online Vanpool Program module that is part of RCTC's IE Commuter software program (VanClub.net). The detailed procedures by which the Coordinators apply for, maintain and report on vanpools is available online at VanClub.net. How the Contractor provides Coordinator information and submit monthly invoices, and annual reports will be provided by RCTC and Contractor shall comply with all Coordinator and Contractor requirements. This online vanpool application, reporting and database system provided through VanClub.net, will be referred to throughout this RFP as the System ("System").

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month lease with the Contractor of his/her choice from the list of Contractor(s) selected via this RFP. The Coordinator shall be responsible for coordinating fueling of the vehicle, arranging for regular maintenance and collecting monthly fares from passengers. Vanpool Leads and Passengers pay

the balance of the monthly vanpool service charges, less the monthly subsidy from RCTC, and are also responsible for paying for additional operating costs, such as fuel, tolls, parking fees, etc., and these costs are not subsidized by RCTC.

The Contractor, and not RCTC, will enter into a leasing agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program, and RCTC will review and approve each Coordinator's application prior to that person being approved to participate in the Vanpool Subsidy Program.

Following execution of the RCTC Agreement, Contractor shall provide to RCTC for review and approval, Contractor's standard Contractor/Coordinator lease ("Standard Lease"). The Standard Lease shall in no event conflict with any term of this RFP or the RCTC Agreement. Contractor shall not be permitted to lease Vehicles under the Program until the Contractor's Standard Lease has been approved by RCTC.

Contractors shall provide the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with the RCTC Agreement. Should the Contractor provide Vehicles that require alternative fuel (Electric, Natural Gas, Hydrogen, etc.), Contractor shall ensure that Vehicle fueling, and related infrastructure, is reasonably available near the vanpool origin AND destination and alternative fueling infrastructure shall be addressed in the Proposer's response to this RFP. RCTC and its agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration. The Contractor assumes all legal and financial responsibility of vehicle operations.

Contractors are encouraged to provide alternative fuel vehicles where the alternative fuel and maintenance are readily available at the home end AND the work end, and roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group. Contractors shall provide and enter required Contractor- related performance data needed for National Transit Database (NTD) reporting information, in a format identified by RCTC.

RCTC shall pay Contractor up to \$600.00 per month for each RCTC-approved vanpool registered in the Program. This amount is determined by RCTC in accordance with the FTA Capital Cost of Contracting policies. RCTC reserves the right to rescind the Subsidy Program at any time, and/or increase or decrease the subsidy amount, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50% of the total lease cost of an individual van unit, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a van with a total lease cost of \$1,000.00 would receive a reduced subsidy of \$500.00 for that unit. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the RCTC vanpool program guidelines. Averages of fleet-wide lease costs will not be considered.

Based on operational experience, RCTC anticipates that the Program will subsidize 112 vanpools

by the end of Fiscal Year 2027-28, and 144 vanpools by the end of FY 2029-2030. However, RCTC does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Contractor Responsibilities. RCTC will not administer van leases and will not provide direct Vehicle-related customer service. Instead, RCTC requires that the Contractor fulfill these roles. Actual Vehicle leases resulting from this Contract shall be solely between the Contractor and the Coordinator. Contractor shall perform the responsibilities and provide the deliverables set forth in this Scope of Services at no additional cost to RCTC or the Coordinator beyond the lease payments and subsidies described above:

1. **Vehicle Offerings and Prices.** The Contractor shall supply the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, insurance, Administrative services, and any other items necessary to provide the services in accordance with the RCTC Agreement. Contractor shall provide in its Proposal the vanpool monthly Vehicle lease rates, showing the full lease rate by vanpool and by person, based on the daily round-trip mileage estimates and which are not adjusted by the Subsidy Amount, fuel, vehicle cleaning, or any additional costs. Proposers shall submit their vehicle lease rates for the current fiscal year on the Vehicle Cost Matrix Form, Appendix H, in response to this RFP. During the Contractor's Agreement term, Contractor shall update the Vehicle Cost Matrix Form by June 1st of each year for the period of July 1st through June 30th of the following year (RCTC's fiscal year period). At its discretion, RCTC may elect to post the vanpool vehicle lease rates on RCTC's or other designated website(s) for general information purposes.
2. **Vehicle Capacity, Age and Condition.** Contractor shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers, including the driver. Leased Vehicles shall be no more than three (3) model years old at the inception of the lease between Contractor and Coordinator. No Vanpool Program leased vehicle shall ever exceed three (3) model years in age, or 100,000 miles, during the time period the vehicle is in service. Contractor shall replace any vehicle before that vehicle exceeds these limits with a vehicle no more than three (3) model years old. Contractor shall replace any vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1)-month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations. Contractors are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
3. **Vehicle Equipment and Features.** Contractor shall provide at a minimum, the following equipment and features with each Vehicle at the time of delivery to Coordinator. Should an RCTC physical inspection and/or audit find that Contractor is not compliant with contractual requirements, Contractor shall bring any non-compliant item into compliance within three (3) business days. Each Vehicle's equipment and features shall include, but not be limited to:
 - a. First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity;
 - b. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires and first aid kits for vehicles with a seating

- capacity of 11 to 15;
- c. Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased;
- d. Power steering, automatic transmission, power windows and power locks;
- e. Air conditioning and heating;
- f. Bluetooth connectivity (if standard and available);
- g. Full floor carpeting and cloth seating; and
- h. AM/FM radio with CD player and audio auxiliary jack (if standard and available).

RCTC reserves the right, but not the obligation, to conduct a physical inspection and audit of Vehicles for compliance. Should RCTC find that Contractor is not compliant with contractual requirements that pertain to the vehicle safety, passenger safety, and/or vehicle operations and maintenance (to include, but not be limited to items B.3 (a) through (e) above), Contractor shall bring any non-compliant item(s) into compliance within one (1) business day or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle. On all compliance issues that are not related to Vehicle safety, passenger safety and/or Vehicle operations and maintenance (including, B.3. (f) through (h) above), Contractor shall bring any non-compliant item(s) into compliance within five (5) business days or temporarily/permanently replace the non-compliant Vehicle with a compliant Vehicle. If Contractor fails to remedy/replace a non-compliant Vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant Vehicle.

4. **Personal Use.** The purpose of the lease shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the leased Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Contractor, and if included in the lease, shall not exceed 20% of the total vehicle miles driven during a calendar month period. The subsidy shall in no way be accounted for personal use of the vehicle in excess of 20% of the total vehicle miles driven during a calendar month period.
5. **Lease Term.** Contractor shall charge Coordinators a monthly lease rate not to exceed the Contractor's annual pricing information. Actual lease rates may be less than as contained in the agreement or provided to RCTC on the 1st of June each year. All lease agreements must be on a month-to-month basis unless the Coordinator requests and negotiates a longer lease term. Rates shall be provided for the current fiscal year as contained in the Vehicle Cost Matrix Form (Appendix H).
6. **Marketing.** Contractor shall seek to grow the Program by actively soliciting new customers and adding more vanpools to the Program. Contractor shall endeavor to increase the number of vans participating in the Program, by:
 - a. Soliciting new customers and adding more vanpools in conjunction with market opportunities;
 - b. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats;

- c. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program;
 - d. Creating promotional materials that clearly describe the Contractor services, as well as RCTC's role in the Program. All marketing materials that reference the Vanpool Program Subsidy shall, prior to distribution, be reviewed and approved by RCTC, and provided in a user-friendly, electronic format.
 - e. Affixing on all Program vanpools a magnetic decal designed, produced and provided by RCTC. The decal will display the program's logo and/or other program contact information.
 - f. Allowing for placement of RCTC or partner materials in the interior of each leased Vehicle.
 - g. Directing all new and potential Program Participants/applicants to the RCTC application, reporting and database tool/System; and
 - h. Promoting RCTC's Program tools and outreach materials, as well as IE Commuter website and resources, when conducting vanpool formation meetings. Marketing Deliverables shall include, but not be limited to:
 - i. Monthly meetings or conference calls with RCTC staff to review the marketing and outreach activities conducted by Contractor during the prior month, and identify upcoming activities;
 - ii. All Program-specific promotional materials distributed during the prior period;
 - iii. Summaries of outreach efforts and meetings with employer or employee groups; and
 - iv. Monthly Participant Lease invoices.
7. **Customer Service.** Contractor shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Identify contact information during business hours, as well as contact information during other non-business hour timeframes.
8. **Insurance.** Insurance coverage requirements are set out in the RCTC Contract, Appendix B.
9. **Maintenance.** Contractor shall:
- a. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program.
 - b. Arrange and make available a vehicle repair service location that is within ten (10) miles of either the Participant's home or work location.
 - c. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair).
 - d. Develop a set of procedures that ensure prompt reimbursement of Participants for incidental expenses or emergency repairs incurred; provide those procedures to RCTC.
 - e. In the event of breakdown of a Vehicle or repair that extends beyond one (1) day, Contractor shall provide a replacement vehicle, in a timely manner, to minimize the delay of arrival to work, or to meet the vanpool group by shift end, or to complete transportation home from work as applicable at the time of breakdown.

- f. RCTC reserves the right to conduct a physical inspection and audit of vehicles for compliance, as identified in Section 3 above.
- 10. Towing Assistance.** Contractor shall describe in its Proposal how it will provide emergency and towing assistance to leased vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.
- 11. Driver Selection, Orientation and Lease Revocation.** Contractor shall provide to RCTC Contractor's selection and orientation procedures for the vanpool's primary driver and backup driver(s). Contractor shall identify Contractor's criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Coordinator were to terminate the lease. Selection, orientation and revocation and termination procedures shall be provided to RCTC.
- 12. Vehicle Changes.** Contractor shall identify how Vehicle changes occur, either on a temporary or permanent basis, for vanpool start-up, replacement and terminated vanpools.
- 13. Complaints/Grievances.** Contractor shall identify how Participant complaints are handled and addressed, and at what point in time Contractor notifies RCTC of such complaints or grievances.
- 14. Periodic RCTC/Contractor Meetings.** Contractor shall attend meetings as scheduled by RCTC. Meetings may occur immediately after Contract execution, System orientation and training, and when new Contractor staff are assigned to the Program. RCTC may also schedule meetings to coordinate Contractor's outreach and marketing efforts. Contractor shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with RCTC.
- 15. Completeness/Effectiveness.** Contractor shall assist RCTC to continuously improve Program effectiveness and to reduce Program administrative costs by:
- Providing timely and high-quality reporting;
 - Facilitating the completion of periodic RCTC-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
 - Actively participating in business process reviews and assist with the implementation of process improvements.
- 16. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and yearly reporting as required by RCTC and/or the NTD. The Contractor shall provide, and enter into a RCTC-prescribed format, all Contractor-related performance data needed for National Transit Database ("NTD") reporting. The FTA may amend the NTD reporting requirements, and those requirements can be found at the FTA website at: <https://www.transit.dot.gov/ntd>.
- 17. Application Process.** Contractor shall direct Coordinators who will be applying to the Program, to prequalify to the Program's System. Upon prequalification, the Coordinator may only then submit an application through the System. RCTC will provide to the Coordinator, the primary driver (if not the Coordinator) as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all parties and submitted into the RCTC System. The Contractor's required information shall be submitted into the

System, and shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, PDF version of the vehicle checklist and lease, and lease start date. All completed applications that are entered into the System by the 20th of each month may be considered for enrollment in the Program for the following month. RCTC reserves the right to change application deadlines and subsidy start dates.

18. **Approved Application Changes.** Contractor shall make the following changes in the System, within three (3) business days of the occurrence:

- a. Termination of a vanpool, including the reason for termination;
- b. A change in the Coordinator of an approved vanpool and the new lease agreement;
- c. Change in date of vanpool lease;
- d. Address or phone number change for Participants;
- e. Vehicle change, including the new make/model/year, size and new vehicle ID;
- f. Change in monthly lease amount; and/or
- g. Contractor change of a vanpool.

19. **Emergency Ride Home.** Proposer shall describe if and how it intends to provide a specific number of annual rides home to a Participant and/or a Vanpool Passenger who experiences a mid-day emergency such as flood/fire to the home, illness of self or dependent (not work related).

C. **Contractor Deliverables.** During the course of the RCTC's Agreement period, Contractor shall:

1. Enter Contractor-required information into the System by the 20th of each month, for subsidies that may commence on the 1st of the following month (pending RCTC

approval).

2. By the 10th of each month, email to the VanClub Administrator a Contractor invoice in a Microsoft Excel format that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
 - a. RCTC Agreement number, addressed to the RCTC Vanpool Project Manager;
 - b. Date invoice was generated and the period of performance (will always be a calendar month period);
 - c. Contract's not-to-exceed amount as approved by RCTC, total amount of prior invoices submitted by Contractor to RCTC, the current invoice amount and the resulting contract balance;
 - d. Sequential count of Vans in the month period subsidized by;
 - e. RCTC Vanpool ID;
 - f. Coordinator first name;
 - g. Coordinator last name;
 - h. Contractor Agreement number with Coordinator;
 - i. Subsidy start date;
 - j. Contractor Vehicle unit number;
 - k. Total lease cost;
 - l. RCTC Subsidy amount;
 - m. Vanpool Termination date (if terminated) and the final subsidy payment (as determined by RCTC);
 - n. The number of spare vehicle units available to the Program during the Period; and
 - o. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator change during the month).

If an Invoice has any discrepancy and is not consistent with the System information/data, RCTC will return the invoice to Contractor for corrections to the invoice or into the System, and then Contractor will re-submit the invoice to RCTC. RCTC will not disperse subsidies for Vanpools that were not approved by RCTC during the month period and will not disperse subsidies for vanpools that have not completed their monthly reporting or do not meet RCTC's program requirements..

3. Along with the monthly invoice submittal, Contractor shall provide for the same monthly invoice period a summary the following reports and activities:
 - a. Regional sales and outreach activities,
 - b. If any, ADA vehicles were requested, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - c. If any, major mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - d. If any, other mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response, and
 - e. By Program Vanpool ID and Contractor Vehicle number, any major incidents or accident (defined as resulting in a fatality or property damage in excess of \$25,000), or non-major incidents or accidents (defined as resulting in more than \$7,500 but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident), and Contractor

- response, and such other relevant information as RCTC may require.
- f. Contractor shall update current Program and Coordinator changes by the last day of the month that the change took effect.
4. Submit to RCTC required annual NTD reports and forms, by no later than the fifteenth (15th) day of August each year, based on RCTC's annual fiscal year (July 1st through June 30th). Contractor will email the information to the VanClub Administrator, and shall include, but not be limited to:
- a. Coordinator Yearly Lease Cost Report. Per line item the report includes:
 - i. RCTC Vanpool ID and Contractor Vehicle unit number;
 - ii. Coordinator's and Primary Driver's first and last name; and
 - iii. Lease cost listed monthly per Contractor vehicle unit.
 - b. Beginning and ending odometer readings of vehicles assigned to the Program as of the last day in June each vanpool operated. The summary should include the following information:
 - i. Year, make, model, seat capacity, vehicle length, and style (luxury or bench) for each fleet;
 - ii. Total number of vehicles in each fleet;
 - iii. RCTC Vanpool ID and Contractor vehicle unit numbers; and
 - iv. Starting and ending odometer information for each fleet vehicle for those miles travelled by the vehicles assigned to the RCTC fleet as of the last day in June each vanpool operated. Mileage accrued while a vehicle was in service for another region should not be included.
 - c. Detail of Contractor's costs incurred (as required on NTD F-30 and F-40 forms) including the following four (4) categories:
 - i. Vehicle Operations;
 - ii. Vehicle Maintenance;
 - iii. Facility Maintenance; and
 - iv. General Administration.
- This Financial Report will not be accepted unless costs are separated in the above four categories and total to the lease costs the Contractor charged the vanpool groups during the fiscal year.
- d. NTD Revenue Vehicle Failures during the fiscal year, which requires details of vehicle failures (as required on NTD Form R-20).
 - e. Upon RCTC request, details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to RCTC.

EXHIBIT "B"

VEHICLE SUBSIDY

Fifty percent (50%) of the total lease cost per Vehicle, not to exceed _____
per Vehicle.

DRAFT

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH GREEN COMMUTER**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **GREEN COMMUTER** ("Contractor"), a **SOLE PROPRIETORSHIP**.

2. RECITALS.

2.1 Contractor desires to participate in the RCTC Vanpool Subsidy Program (the "Program") as a provider of qualified vehicles ("Vehicles") to be leased under the Program by participants, and to provide such other services as detailed in this Agreement.

2.2 Commission desires to engage Contractor to participate in the Program, as further set forth herein.

2.3 Commission has also engaged other contractors to participate in the Program. Program participants will select which contractor to utilize for the provision of Vehicles.

3. TERMS.

3.1 General Scope of Services; Vehicle Requirements. Contractor promises and agrees to make Vehicles available for lease to qualified Program participants, and to furnish all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the services for the Program (the "Services"). The Services and requirements for the Vehicles 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. All Vehicles made available for lease under the Program shall conform to the requirements set forth in the attached Exhibit "A".

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services agreed upon by the parties ("Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor 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 Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Contractor has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **Naveed Eghterafi, Alejandro Romero, Roz Tavakoliyan, and David Pena.**

3.7 Commission's Representative. Commission hereby designates **Executive Director**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Contractor shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Contractor's Representative. Contractor hereby designates **Alejandro Romero**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best 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.

3.9 Coordination of Services. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, 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. Contractor shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services, including all Cal/OSHA requirements, and shall give all notices required by law, or participation in the Program. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, 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.

3.12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 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, its 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Contractor 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 Contractor.

(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, its 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) Contractor shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor 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 Contractor 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor 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 Contractor, 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 Contractor 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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor to provide complete copies of all insurance policies in effect for the duration of this Agreement.

(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:

3.12.5 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, Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 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.

3.12.7 Verification of Coverage. Contractor 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.

3.12.8 Subconsultant Insurance Requirements. Contractor 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 Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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.

3.14 Fees and Payment.

3.14.1 Subsidy. As full and complete compensation for all Services rendered under this Agreement, including lease of the Vehicles, Contractor shall receive a monthly subsidy for each Vehicle leased under the Program, in the amount as set forth in Exhibit "B" (the "Subsidy"). If the Commission Board approves an increase in the Subsidy amount set forth in Exhibit "B", the Commission will provide written notice to Contractor of such increased amount, which increase shall be automatically effective without a written amendment to this Agreement.

The Commission has or will enter into two (2) Vanpool Subsidy Program Agreements for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Vanpool Program Agreements"). The other Vanpool Program Agreement is 25-41-038-00 Enterprise Rent-a-Car Company. The total Commission funds available for the Subsidy for the Vanpool Subsidy Agreements shall not exceed a cumulative maximum total value of Three Million Five Hundred Seventy-Three Thousand Dollars (\$3,573,000.00) ("NTE Sum").

It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be utilized under the Vanpool Subsidy Agreements. The Commission will, on a quarterly basis, send written notification to Contractor and each of the other contractors entering into the Vanpool Program Agreements. The notice will identify the total Subsidy amount utilized under all of the Vanpool Program Agreements, and the remaining unencumbered amount of the NTE Sum.

Contractor acknowledges and agrees that Commission may, by written notice to Contractor, and without any cost or liability to the Commission, immediately suspend Contractor's right under the Agreement to continue entering new Vehicle lease agreements or renewing existing Vehicle lease agreements under the Program when less than ten percent (10%) of the NTE Sum is remaining.

Other than the Subsidy, no other payment shall be provided to Contractor under this Agreement.

3.14.2 Payment of Subsidy. Contractor shall submit to Commission a monthly statement which indicates Vehicles leased during the relevant billing period, and all such other information as required by Commission, as further detailed in Exhibit "A". Commission shall, within 45 days of receiving such statement, review the statement and pay all approved Subsidy amounts claimed thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission. The Subsidy is intended to include reimbursement for all expenses.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and Subsidy amounts claimed under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for Subsidy amounts earned through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of 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:

CONTRACTOR:

Green Commuter
11800 Clark Street
Arcadia, CA 91006

Attn: Alejandro Romero

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.

3.18 Ownership of Materials/Confidentiality.

3.18.1 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 Contractor under this Agreement ("Documents & Data").

Contractor 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.

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

3.18.2 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 Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor 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 Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, 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 Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor 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 Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor 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 participation in the Program. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Contractor 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 Program by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. 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 attorney's fees and costs of such actions.

3.21 Indemnification. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor'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 the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and 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. Contractor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.25 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other consultants in connection with this Program.

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

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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, Commission shall have the right to rescind this Agreement without liability.

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

3.27.3 Conflict of Employment. Employment by the Contractor 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 Contractor 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 Contractor securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Contractor 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.

3.28 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any 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. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or

other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.32 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.

3.33 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 Contractor or the Services are not subject to the Eight-Hour Law. Contractor 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 Contractor or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Program, Contractor shall immediately provide written notice of the subpoena or court order to the Commission. Contractor 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Contractor 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.

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

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

3.40 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.

3.41 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.

3.42 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.

3.43 Assignment or Transfer. Contractor 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.

3.44 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH GREEN COMMUTER**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
GREEN COMMUTER**

By: _____
Aaron Hake
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* 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 the Commission.

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

DRAFT

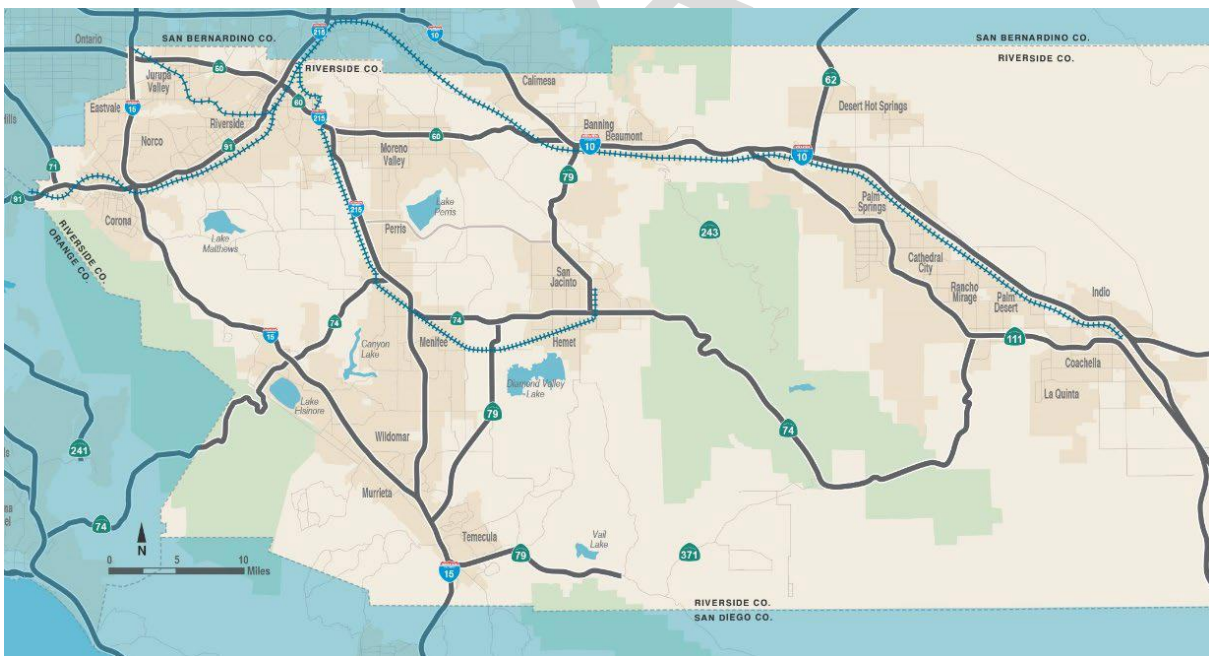
RCTC Vanpool Subsidy Program Scope of Services

A. **Program Description and Requirements.** The RCTC Vanpool Program provides subsidies for lease of vehicles that meet all qualification requirements described herein (“Vehicles”) to assist with formation of vanpools in order to provide transit opportunities for underserved persons and communities, all as further detailed herein (the “Program” or “Vanpool Subsidy Program”). The Program is being administered by RCTC and provides service for vanpool activity in Riverside County. Figure X below depicts the Program service area (“Service Area”).

Pursuant to this Request for Proposals (“RFP”), RCTC seeks proposals from qualified entities who desire to participate in the Program as providers of Vehicles, and other services as detailed herein. Entities selected pursuant to this RFP, and who enter into a Vanpool Subsidy Program Agreement with RCTC (“RCTC Agreement”), are referred to herein as “Contractor” or “Contractors”.

Under the Program, Contractors will lease Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a lease with the Contractor, is referred to herein as the "Coordinator." If more than one Contractor is selected, RCTC will provide to Coordinators a list of available Contractors, and the individual Program applicant, and not RCTC, will select the Contractor to utilize for lease of a Vehicle.

Figure X – RCTC Vanpool Program Service Area



Those vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program), may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who leases the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants

("Participants") in the Program. All other individuals that travel to and from a work location in the vanpool, are considered passengers ("Vanpool Passengers" or "Passengers") and are also voluntary participants in the Program.

Contractors shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. The Contractor must also assume all Vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the Vehicle.

The Program seeks to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market as a result of this RFP include government employees and other work forces of employers in the Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in the Service Area.

The RCTC Vanpool Program is defined by the following characteristics that the Contractor and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. a transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. is dedicated to and operates as a ridesharing arrangement for the vehicles' passengers (who are volunteers and unpaid to travel in the vanpool) at least 12 days during each calendar month;
3. travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin and/or destination being to or from the Servicer Area; and
4. maintains a minimum vanpool occupancy at 70% or higher at the time the application is submitted to RCTC for consideration and at 50% or higher on a monthly basis.

In order to qualify for a subsidy under the Program, Vehicles must have a minimum seating capacity of seven (7) and a maximum capacity of 15, including the driver. The vanpool driver is a volunteer and shall not be paid for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in RCTC 's Model Agreement (provided in this RFP), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions and be open to the public.

Applicants who apply for the Vanpool Subsidy Program must do so through the RCTC online Vanpool Program module that is part of RCTC's IE Commuter software program (VanClub.net). The detailed procedures by which the Coordinators apply for, maintain and report on vanpools is available online at VanClub.net. How the Contractor provides Coordinator information and submit monthly invoices, and annual reports will be provided by RCTC and Contractor shall comply with all Coordinator and Contractor requirements. This online vanpool application, reporting and database system provided through VanClub.net, will be referred to throughout this RFP as the System ("System").

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month lease with the Contractor of his/her choice from the list of Contractor(s) selected via this RFP. The Coordinator shall be responsible for coordinating fueling of the vehicle, arranging for regular maintenance and collecting monthly fares from passengers. Vanpool Leads and Passengers pay

the balance of the monthly vanpool service charges, less the monthly subsidy from RCTC, and are also responsible for paying for additional operating costs, such as fuel, tolls, parking fees, etc., and these costs are not subsidized by RCTC.

The Contractor, and not RCTC, will enter into a leasing agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program, and RCTC will review and approve each Coordinator's application prior to that person being approved to participate in the Vanpool Subsidy Program.

Following execution of the RCTC Agreement, Contractor shall provide to RCTC for review and approval, Contractor's standard Contractor/Coordinator lease ("Standard Lease"). The Standard Lease shall in no event conflict with any term of this RFP or the RCTC Agreement. Contractor shall not be permitted to lease Vehicles under the Program until the Contractor's Standard Lease has been approved by RCTC.

Contractors shall provide the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with the RCTC Agreement. Should the Contractor provide Vehicles that require alternative fuel (Electric, Natural Gas, Hydrogen, etc.), Contractor shall ensure that Vehicle fueling, and related infrastructure, is reasonably available near the vanpool origin AND destination and alternative fueling infrastructure shall be addressed in the Proposer's response to this RFP. RCTC and its agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration. The Contractor assumes all legal and financial responsibility of vehicle operations.

Contractors are encouraged to provide alternative fuel vehicles where the alternative fuel and maintenance are readily available at the home end AND the work end, and roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group. Contractors shall provide and enter required Contractor-related performance data needed for National Transit Database (NTD) reporting information, in a format identified by RCTC.

RCTC shall pay Contractor up to \$600.00 per month for each RCTC-approved vanpool registered in the Program. This amount is determined by RCTC in accordance with the FTA Capital Cost of Contracting policies. RCTC reserves the right to rescind the Subsidy Program at any time, and/or increase or decrease the subsidy amount, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50% of the total lease cost of an individual van unit, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a van with a total lease cost of \$1,000.00 would receive a reduced subsidy of \$500.00 for that unit. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the RCTC vanpool program guidelines. Averages of fleet-wide lease costs will not be considered.

Based on operational experience, RCTC anticipates that the Program will subsidize 112 vanpools

by the end of Fiscal Year 2027-28, and 144 vanpools by the end of FY 2029-2030. However, RCTC does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Contractor Responsibilities. RCTC will not administer van leases and will not provide direct Vehicle-related customer service. Instead, RCTC requires that the Contractor fulfill these roles. Actual Vehicle leases resulting from this Contract shall be solely between the Contractor and the Coordinator. Contractor shall perform the responsibilities and provide the deliverables set forth in this Scope of Services at no additional cost to RCTC or the Coordinator beyond the lease payments and subsidies described above:

1. **Vehicle Offerings and Prices.** The Contractor shall supply the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, insurance, Administrative services, and any other items necessary to provide the services in accordance with the RCTC Agreement. Contractor shall provide in its Proposal the vanpool monthly Vehicle lease rates, showing the full lease rate by vanpool and by person, based on the daily round-trip mileage estimates and which are not adjusted by the Subsidy Amount, fuel, vehicle cleaning, or any additional costs. Proposers shall submit their vehicle lease rates for the current fiscal year on the Vehicle Cost Matrix Form, Appendix H, in response to this RFP. During the Contractor's Agreement term, Contractor shall update the Vehicle Cost Matrix Form by June 1st of each year for the period of July 1st through June 30th of the following year (RCTC's fiscal year period). At its discretion, RCTC may elect to post the vanpool vehicle lease rates on RCTC's or other designated website(s) for general information purposes.
2. **Vehicle Capacity, Age and Condition.** Contractor shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers, including the driver. Leased Vehicles shall be no more than three (3) model years old at the inception of the lease between Contractor and Coordinator. No Vanpool Program leased vehicle shall ever exceed three (3) model years in age, or 100,000 miles, during the time period the vehicle is in service. Contractor shall replace any vehicle before that vehicle exceeds these limits with a vehicle no more than three (3) model years old. Contractor shall replace any vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1)-month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations. Contractors are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
3. **Vehicle Equipment and Features.** Contractor shall provide at a minimum, the following equipment and features with each Vehicle at the time of delivery to Coordinator. Should an RCTC physical inspection and/or audit find that Contractor is not compliant with contractual requirements, Contractor shall bring any non-compliant item into compliance within three (3) business days. Each Vehicle's equipment and features shall include, but not be limited to:
 - a. First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity;
 - b. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires and first aid kits for vehicles with a seating

- capacity of 11 to 15;
- c. Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased;
- d. Power steering, automatic transmission, power windows and power locks;
- e. Air conditioning and heating;
- f. Bluetooth connectivity (if standard and available);
- g. Full floor carpeting and cloth seating; and
- h. AM/FM radio with CD player and audio auxiliary jack (if standard and available).

RCTC reserves the right, but not the obligation, to conduct a physical inspection and audit of Vehicles for compliance. Should RCTC find that Contractor is not compliant with contractual requirements that pertain to the vehicle safety, passenger safety, and/or vehicle operations and maintenance (to include, but not be limited to items B.3 (a) through (e) above), Contractor shall bring any non-compliant item(s) into compliance within one (1) business day or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle. On all compliance issues that are not related to Vehicle safety, passenger safety and/or Vehicle operations and maintenance (including, B.3. (f) through (h) above), Contractor shall bring any non-compliant item(s) into compliance within five (5) business days or temporarily/permanently replace the non-compliant Vehicle with a compliant Vehicle. If Contractor fails to remedy/replace a non-compliant Vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant Vehicle.

4. **Personal Use.** The purpose of the lease shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the leased Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Contractor, and if included in the lease, shall not exceed 20% of the total vehicle miles driven during a calendar month period. The subsidy shall in no way be accounted for personal use of the vehicle in excess of 20% of the total vehicle miles driven during a calendar month period.
5. **Lease Term.** Contractor shall charge Coordinators a monthly lease rate not to exceed the Contractor's annual pricing information. Actual lease rates may be less than as contained in the agreement or provided to RCTC on the 1st of June each year. All lease agreements must be on a month-to-month basis unless the Coordinator requests and negotiates a longer lease term. Rates shall be provided for the current fiscal year as contained in the Vehicle Cost Matrix Form (Appendix H).
6. **Marketing.** Contractor shall seek to grow the Program by actively soliciting new customers and adding more vanpools to the Program. Contractor shall endeavor to increase the number of vans participating in the Program, by:
 - a. Soliciting new customers and adding more vanpools in conjunction with market opportunities;
 - b. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats;

- c. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program;
 - d. Creating promotional materials that clearly describe the Contractor services, as well as RCTC's role in the Program. All marketing materials that reference the Vanpool Program Subsidy shall, prior to distribution, be reviewed and approved by RCTC, and provided in a user-friendly, electronic format.
 - e. Affixing on all Program vanpools a magnetic decal designed, produced and provided by RCTC. The decal will display the program's logo and/or other program contact information.
 - f. Allowing for placement of RCTC or partner materials in the interior of each leased Vehicle.
 - g. Directing all new and potential Program Participants/applicants to the RCTC application, reporting and database tool/System; and
 - h. Promoting RCTC's Program tools and outreach materials, as well as IE Commuter website and resources, when conducting vanpool formation meetings. Marketing Deliverables shall include, but not be limited to:
 - i. Monthly meetings or conference calls with RCTC staff to review the marketing and outreach activities conducted by Contractor during the prior month, and identify upcoming activities;
 - ii. All Program-specific promotional materials distributed during the prior period;
 - iii. Summaries of outreach efforts and meetings with employer or employee groups; and
 - iv. Monthly Participant Lease invoices.
7. **Customer Service.** Contractor shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Identify contact information during business hours, as well as contact information during other non-business hour timeframes.
8. **Insurance.** Insurance coverage requirements are set out in the RCTC Contract, Appendix B.
9. **Maintenance.** Contractor shall:
- a. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program.
 - b. Arrange and make available a vehicle repair service location that is within ten (10) miles of either the Participant's home or work location.
 - c. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair).
 - d. Develop a set of procedures that ensure prompt reimbursement of Participants for incidental expenses or emergency repairs incurred; provide those procedures to RCTC.
 - e. In the event of breakdown of a Vehicle or repair that extends beyond one (1) day, Contractor shall provide a replacement vehicle, in a timely manner, to minimize the delay of arrival to work, or to meet the vanpool group by shift end, or to complete transportation home from work as applicable at the time of breakdown.

- f. RCTC reserves the right to conduct a physical inspection and audit of vehicles for compliance, as identified in Section 3 above.
- 10. Towing Assistance.** Contractor shall describe in its Proposal how it will provide emergency and towing assistance to leased vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.
- 11. Driver Selection, Orientation and Lease Revocation.** Contractor shall provide to RCTC Contractor's selection and orientation procedures for the vanpool's primary driver and backup driver(s). Contractor shall identify Contractor's criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Coordinator were to terminate the lease. Selection, orientation and revocation and termination procedures shall be provided to RCTC.
- 12. Vehicle Changes.** Contractor shall identify how Vehicle changes occur, either on a temporary or permanent basis, for vanpool start-up, replacement and terminated vanpools.
- 13. Complaints/Grievances.** Contractor shall identify how Participant complaints are handled and addressed, and at what point in time Contractor notifies RCTC of such complaints or grievances.
- 14. Periodic RCTC/Contractor Meetings.** Contractor shall attend meetings as scheduled by RCTC. Meetings may occur immediately after Contract execution, System orientation and training, and when new Contractor staff are assigned to the Program. RCTC may also schedule meetings to coordinate Contractor's outreach and marketing efforts. Contractor shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with RCTC.
- 15. Completeness/Effectiveness.** Contractor shall assist RCTC to continuously improve Program effectiveness and to reduce Program administrative costs by:
- Providing timely and high-quality reporting;
 - Facilitating the completion of periodic RCTC-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
 - Actively participating in business process reviews and assist with the implementation of process improvements.
- 16. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and yearly reporting as required by RCTC and/or the NTD. The Contractor shall provide, and enter into a RCTC-prescribed format, all Contractor-related performance data needed for National Transit Database ("NTD") reporting. The FTA may amend the NTD reporting requirements, and those requirements can be found at the FTA website at: <https://www.transit.dot.gov/ntd>.
- 17. Application Process.** Contractor shall direct Coordinators who will be applying to the Program, to prequalify to the Program's System. Upon prequalification, the Coordinator may only then submit an application through the System. RCTC will provide to the Coordinator, the primary driver (if not the Coordinator) as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all parties and submitted into the RCTC System. The Contractor's required information shall be submitted into the

System, and shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, PDF version of the vehicle checklist and lease, and lease start date. All completed applications that are entered into the System by the 20th of each month may be considered for enrollment in the Program for the following month. RCTC reserves the right to change application deadlines and subsidy start dates.

18. **Approved Application Changes.** Contractor shall make the following changes in the System, within three (3) business days of the occurrence:

- a. Termination of a vanpool, including the reason for termination;
- b. A change in the Coordinator of an approved vanpool and the new lease agreement;
- c. Change in date of vanpool lease;
- d. Address or phone number change for Participants;
- e. Vehicle change, including the new make/model/year, size and new vehicle ID;
- f. Change in monthly lease amount; and/or
- g. Contractor change of a vanpool.

19. **Emergency Ride Home.** Proposer shall describe if and how it intends to provide a specific number of annual rides home to a Participant and/or a Vanpool Passenger who experiences a mid-day emergency such as flood/fire to the home, illness of self or dependent (not work related).

C. **Contractor Deliverables.** During the course of the RCTC's Agreement period, Contractor shall:

1. Enter Contractor-required information into the System by the 20th of each month, for subsidies that may commence on the 1st of the following month (pending RCTC

approval).

2. By the 10th of each month, email to the VanClub Administrator a Contractor invoice in a Microsoft Excel format that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
 - a. RCTC Agreement number, addressed to the RCTC Vanpool Project Manager;
 - b. Date invoice was generated and the period of performance (will always be a calendar month period);
 - c. Contract's not-to-exceed amount as approved by RCTC, total amount of prior invoices submitted by Contractor to RCTC, the current invoice amount and the resulting contract balance;
 - d. Sequential count of Vans in the month period subsidized by;
 - e. RCTC Vanpool ID;
 - f. Coordinator first name;
 - g. Coordinator last name;
 - h. Contractor Agreement number with Coordinator;
 - i. Subsidy start date;
 - j. Contractor Vehicle unit number;
 - k. Total lease cost;
 - l. RCTC Subsidy amount;
 - m. Vanpool Termination date (if terminated) and the final subsidy payment (as determined by RCTC);
 - n. The number of spare vehicle units available to the Program during the Period; and
 - o. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator change during the month).

If an Invoice has any discrepancy and is not consistent with the System information/data, RCTC will return the invoice to Contractor for corrections to the invoice or into the System, and then Contractor will re-submit the invoice to RCTC. RCTC will not disperse subsidies for Vanpools that were not approved by RCTC during the month period and will not disperse subsidies for vanpools that have not completed their monthly reporting or do not meet RCTC's program requirements..

3. Along with the monthly invoice submittal, Contractor shall provide for the same monthly invoice period a summary the following reports and activities:
 - a. Regional sales and outreach activities,
 - b. If any, ADA vehicles were requested, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - c. If any, major mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - d. If any, other mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response, and
 - e. By Program Vanpool ID and Contractor Vehicle number, any major incidents or accident (defined as resulting in a fatality or property damage in excess of \$25,000), or non-major incidents or accidents (defined as resulting in more than \$7,500 but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident), and Contractor

- response, and such other relevant information as RCTC may require.
- f. Contractor shall update current Program and Coordinator changes by the last day of the month that the change took effect.
4. Submit to RCTC required annual NTD reports and forms, by no later than the fifteenth (15th) day of August each year, based on RCTC's annual fiscal year (July 1st through June 30th). Contractor will email the information to the VanClub Administrator, and shall include, but not be limited to:
- a. Coordinator Yearly Lease Cost Report. Per line item the report includes:
 - i. RCTC Vanpool ID and Contractor Vehicle unit number;
 - ii. Coordinator's and Primary Driver's first and last name; and
 - iii. Lease cost listed monthly per Contractor vehicle unit.
 - b. Beginning and ending odometer readings of vehicles assigned to the Program as of the last day in June each vanpool operated. The summary should include the following information:
 - i. Year, make, model, seat capacity, vehicle length, and style (luxury or bench) for each fleet;
 - ii. Total number of vehicles in each fleet;
 - iii. RCTC Vanpool ID and Contractor vehicle unit numbers; and
 - iv. Starting and ending odometer information for each fleet vehicle for those miles travelled by the vehicles assigned to the RCTC fleet as of the last day in June each vanpool operated. Mileage accrued while a vehicle was in service for another region should not be included.
 - c. Detail of Contractor's costs incurred (as required on NTD F-30 and F-40 forms) including the following four (4) categories:
 - i. Vehicle Operations;
 - ii. Vehicle Maintenance;
 - iii. Facility Maintenance; and
 - iv. General Administration.
- This Financial Report will not be accepted unless costs are separated in the above four categories and total to the lease costs the Contractor charged the vanpool groups during the fiscal year.
- d. NTD Revenue Vehicle Failures during the fiscal year, which requires details of vehicle failures (as required on NTD Form R-20).
 - e. Upon RCTC request, details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to RCTC.

EXHIBIT "B"

VEHICLE SUBSIDY

Fifty percent (50%) of the total lease cost per Vehicle, not to exceed _____
per Vehicle.

DRAFT

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement for Call Box Removal Services

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-45-059-00 with Global Builders Inc. for the removal of Call Boxes along Riverside County highways in an amount not to exceed \$149,888; and
- 2) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

EXECUTIVE SUMMARY:

Since its inception in 1986, the Riverside County Service Authority for Freeway Emergencies (RC SAFE), funded by a \$1 fee on vehicle registrations, has provided motorist aid services. The service includes the highway call box program, which offered motorists in need with direct communication access. During its peak in the 1990s, the program maintained call boxes installed at regular intervals along state highway system right of way, facilitating over 80,000 calls annually. In the most recent fiscal year, the call box program recorded a total of 311 calls, underscoring the significant decline in utilization, mainly due to the widespread adoption of mobile phones.

In 2019, acknowledging these trends and considering maintenance and operational costs, particularly with future cellular network upgrades, the Commission approved a reduction and the subsequent sunset of the call box program by the end of Fiscal Year 2023/24 or the next required technology upgrade—whichever came first.

Although the program was slated for sunset by the end of FY 24, staff continued operations using existing contract authority through June 30, 2025. With both the call answering and maintenance contracts soon expiring, persistent maintenance vendor performance challenges, and further declines in usage, staff recommends completing the call box decommissioning process in accordance with the Commission’s previously established policy direction. A low-bid contractor has been identified to complete call box removals in alignment with expiring contract dates.

This recommendation aligns with the Commission's previously approved policy direction and ensures responsible resource allocation while allowing for the exploration of improved and innovative motorist assistance solutions through a forthcoming study.

BACKGROUND INFORMATION:

The Service Authority for Freeway Emergencies (SAFE) program was established through the passage of Senate Bill 1199 in 1985. This legislation authorized the creation of regional SAFEs throughout California to implement and manage motorist aid systems, most notably the installation of emergency call boxes along state highways. At the time, when cell phone ownership was virtually nonexistent, call boxes served as a vital communication link for stranded motorists seeking assistance on roadways.

To support these services, SB 1199 authorized a \$1 fee on vehicle registrations within participating counties. In the 1990s, legislation expanded the use of these funds to include additional motorist aid services such as Freeway Service Patrol (FSP), changeable message signs, and support for traffic operations centers. In 2016, further amendments to the Motorist Aid statutes allowed for even broader applications, including traveler information systems and transportation demand management programs.

RC SAFE Motorist Assistance Program

The Commission designated itself as the RC SAFE in 1986 and launched the County's call box program. Building on this foundation, the Commission introduced Freeway Service Patrol services in 1993 aligned with expanded funding eligibility. In 2010, in response to federal mandates, the 511 traveler information system was launched, further enhancing the County's suite of motorist aid services.

Today, RC SAFE's Motorist Assistance Program consists of three core components:

1. Emergency call boxes
2. Freeway Service Patrol (FSP)
3. 511 traveler information services

Over time, the landscape of motorist communication and assistance has evolved. The widespread adoption of personal cell phones has significantly reduced reliance on roadside call boxes. What was once an essential lifeline for stranded motorists now sees limited use and declining relevance. The call box program is currently receiving just over 300 calls annually.

How Call Boxes Work

A call box is designed to operate much like a cell phone. It also relies on cellular technology to provide communication services, and as network systems evolve, call boxes must be upgraded to remain compatible with the cellular network.

Each call box unit consists of the following components:

- Breakaway pole
- Protective call box enclosure, which houses the hardware, chipset, tilt sensor, and battery. When opened, it reveals a handset and a TTY keyboard for the hearing impaired.
- Blue reflective sign with a unique call box identification number
- Small solar panel to recharge the internal battery
- External antenna

When a call box is activated, the call is directed to a Call Answering Center (CAC). Depending on the circumstances, call center agents may forward the call to the California Highway Patrol (CHP), assist the motorist in requesting CHP rotation tow service, or contact the motorist's roadside assistance provider (e.g., AAA or auto insurance), or a friend or family member.

It is important to note that CHP rotation tow service is not a complimentary service. Motorists are responsible for the cost of the tow, which is billed directly by the responding towing company dispatched by CHP. Some callers, upon learning this, may instead opt to contact their own roadside assistance provider or arrange alternate help.

Timeline of Program Reductions

Over the years, as cell phone usage has become almost universally widespread, reliance on call boxes has declined. To maintain a cost-effective program footprint, reductions were approved, often aligned with costly network upgrades.

Commission-Approved Reduction (2005)

With the rise of cell usage in the early 2000's, call boxes began seeing a decrease in call volume. Between Fiscal Year (FY) 1999/20 to FY 2004/05, call volume declined by an average of 18.5 percent per year. At the time, RC SAFE maintained approximately 1,100 call boxes along its freeways and highways. Given the consistent decrease in call box activity, the Commission approved the removal of 439 reducing the system to 681 call boxes.

Commission-Approved Reduction (2016)

The Commission approved a substantial reduction in the number of call boxes, reducing the overall call box system by 66 percent. Of the 681 call boxes installed at the time, 448 were approved for removal. This decision was driven primarily by the rising costs of maintaining the call boxes and the significant expense required to upgrade the technology. The network's reliance on outdated 2G cellular service required an upgrade to 3G to avoid obsolescence, with the total upgrade cost estimated at \$600,000. Despite this potential investment, call trends continued to steadily decline. As part of the reduction strategy, the Commission approved removal of boxes that averaged fewer than six calls per year.

Commission-Approved Reduction and Sunset of Call Box Program (2019)

In March 2019, facing the imminent transition from 3G to 4G/LTE cellular service, the call box program once again faced significant hardware upgrade costs to avoid obsolescence. With 96 percent of the U.S. population owning a cell phone (currently 98 percent) and call box usage continuing to decline, the Commission approved a 36 percent reduction to the call box network.

In addition, the Commission approved (Attachment 1) a critical policy decision to sunset the call box program by the next technology upgrade or by the end of FY 2023/24, whichever occurred first. This approval represents a deliberate and forward looking move to phase out a program whose operational costs and diminishing utility no longer justified continued investment.

Although 2024 marked the approved sunset period, staff continued operating the program beyond FY24 due to sufficient contract balance and authority to support operations through June 30, 2025. However, the urgency to proceed with full removal is now driven by growing operational challenges, particularly the maintenance vendor's inability to consistently meet required service levels. These performance issues increasingly threaten the reliability of the system and underscore the importance of completing the decommissioning process in alignment with the Commission's prior policy direction.

Figure 1. Current Call Box Locations

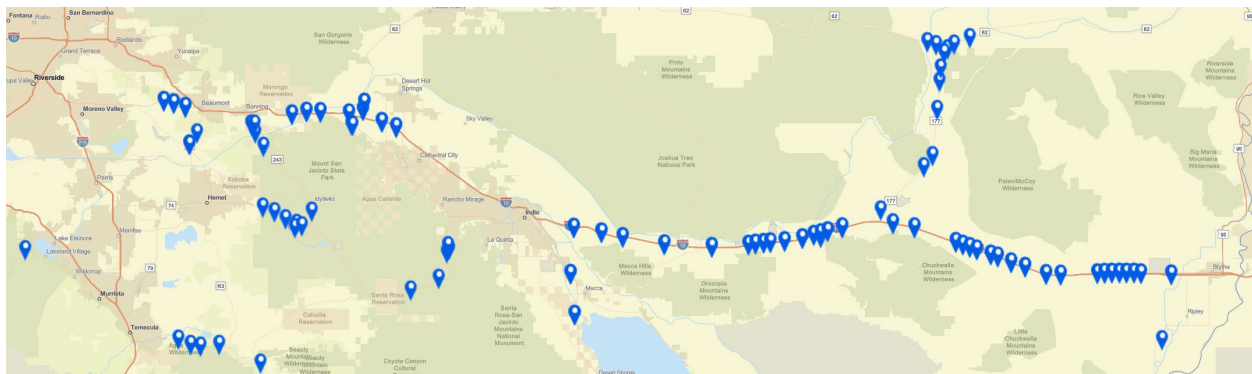


Table 1. Call Box Location By Highway

Interstate 10		
Post Mile 20 to 34	Main St (Cabazon) to Whitewater (SR111)	12 call boxes
Post Mile 63 to 147	Smoky Gulch (east of Indio) to Neighbors Blvd (west of Blythe)	70 call boxes
State Route 60		
Post Mile 26 to 28	Badlands Area	5 call boxes
State Route 62		
Post Mile 1 to 2	Dillon Rd/Painted Hills Rd	4 call boxes

Post Mile 82 to 88	3 miles west of SR177 to 3 miles east of SR177	5 call boxes
State Route 74		
Post Mile 8	At lookout 5 miles from Grand Ave	1 call box
Post Mile 48 to 91	Cranston Ranger Station to Cahuilla Way	11 call boxes
State Route 78		
Post Mile 4	Just west of Rannels Blvd	1 call box
State Route 79		
Post Mile 1 to 13	SR 371 to Los Caballos Rd	5 call boxes
Post Mile 35 to 37	Gillman Springs Rd to County Landfill Rd	3 call boxes
State Route 86		
Post Mile 8 to 14	72 nd Ave to 58 th Ave	4 call boxes
State Route 111		
Post Mile 60	Windy Point	2 call boxes
State Route 177		
Post Mile 12 to 26	12 miles north of I-10 to SR 62	7 call boxes
State Route 243		
Post Mile 3 to 26	South of I-10 to north of SR 74	5 call boxes

Declining Call Box Usage

Since the program's inception, technological advancements and the near-universal adoption of cell phones have drastically changed how motorists seek help in emergencies. Where call boxes were once the only communication access option for stranded drivers, mobile devices now allow people to directly contact emergency services, roadside assistance providers, or friends and family in real time.

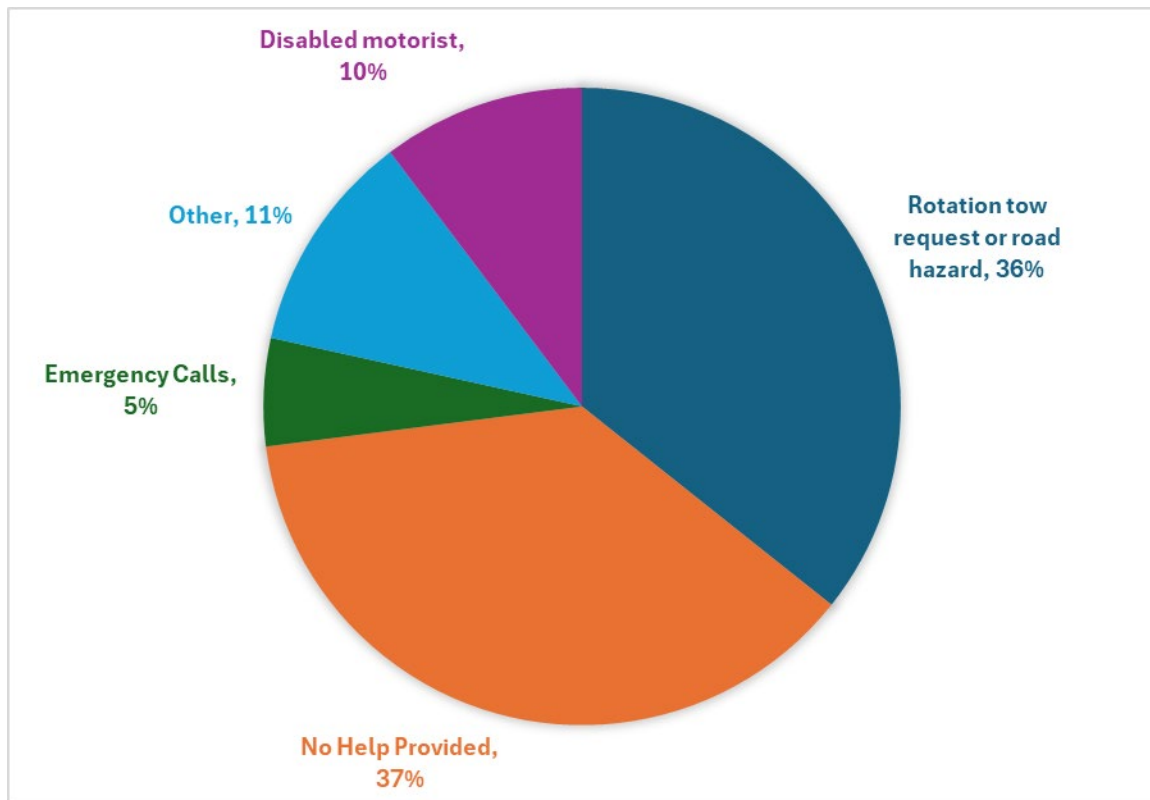
As a result, call box usage has declined dramatically. At its peak in the 1990s, the system handled more than 88,000 calls annually. Today, despite a remaining footprint of 136 call boxes, primarily along rural highway segments in eastern Riverside County, the system received just over 300 calls in FY 2023/24 averaging 2.7 calls per call box per year.

More recent 2024 data shows an additional decline to 2.2 calls per call box annually. Since FY 2019/20 to the present, overall call volume demand has dropped by 54 percent, underscoring a steady trend toward obsolescence.

Analysis of Call Box Calls

In FY 2023/24, the call box program received a total of 311 calls. These calls fall into five main categories: No help provided, rotation tow request or road hazard, other, disabled motorist and emergency calls.

Chart 1. Call Categories



To better illustrate the types of calls that fall into each category, an explanation of the assistance being sought and provided is detailed below.

No help provided – This category accounts for the majority of calls, representing 37 percent. These cases often involve motorists seeking a service rather than a direct communication connection. In many instances, once they realize that a complimentary service is not available, they choose to seek assistance on their own using their personal communication device. Some motorists may not have roadside assistance coverage or access to friends or family that can provide assistance. While the CHP is notified of these incidents through a remote messaging system, they do not typically respond unless the situation poses a clear safety risk.

Rotation tow request or road hazard – This category is the second largest, accounting for 36 percent of calls. Motorists in this group typically call to request a tow service or report a road hazard. Both types of issues are forwarded by the call center to the CHP. For safety reasons, it is generally best for motorists to stay in their vehicles and contact CHP directly, rather than walking to a call box to request these services.

Other – These calls make up 11 percent of the total and are typically not related to motorist assistance. They typically include calls related to observing an abandoned vehicle, or a pedestrian on a highway. In these instances, the call center has limited ability to provide assistance.

However, it's important to note that whenever someone is at the other end of a call, whether serious or not, the call center is required to notify CHP that a person is on the side of the road.

Disabled motorist – This type of call accounts for about 10 percent of the total and involves individuals seeking motorist assistance other than a rotation tow request. This may include situations where someone has run out of gas or needs help contacting their private assistance or reaching out to friends or family for support.

Emergency Calls – This category, encompassing medical incidents, fires, accidents, and crimes, constitutes 5 percent of the total call volume, amounting to 16 calls. Due to multiple calls for some incidents, these 16 calls correspond to 13 unique events, categorized as follows:

- Medical: 5
- Accident: 5
- Fire: 2
- Crime: 1

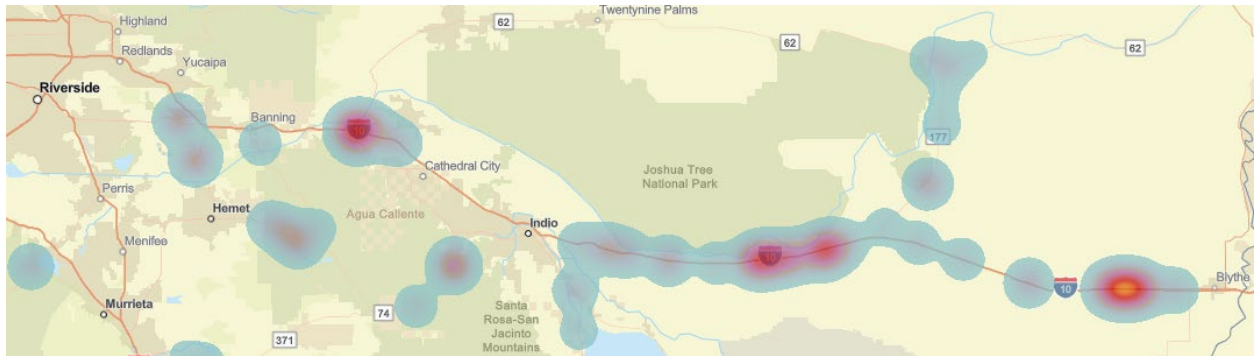
Notably, 4 out of the 5 medical incidents involved pedestrians (not motorists), presumably individuals experiencing homelessness, seeking assistance such as water, food, medical care, or transportation. For the remaining 8 events categorized under accident, fire, or crime, the CHP had already received prior reports from other sources (e.g., other motorist using their cell phones to call 911) before the call box center's notification. Given the nature of these situations, all emergency calls are promptly transferred to the CHP by the call center. These emergency calls are sporadic and not concentrated in one particular area or call box location, as illustrated in Figure 2 below.

Figure 2. Locations of Emergency Calls



Similar to emergency calls, all calls received throughout the system tend to be sporadic in nature. While there are certain areas that experience a higher concentration of calls, the overall calls remain distributed across the entire system. This widespread distribution highlights the varied nature of call patterns, which can fluctuate based on time, location, and a variety of other factors.

Figure 3. Heat Map of FY 2024 Calls



Widespread Cell Phone Coverage Enhances Highway Safety

Reliance on call boxes has all but disappeared. Few highway areas in Riverside County lack cellular network coverage, allowing motorists to make emergency calls more safely and efficiently from virtually anywhere, eliminating the need to walk to a call box for assistance. Emergency calls are automatically routed to the nearest cell tower, regardless of the service provider, ensuring that stranded motorists with a cell phone can always reach help.

Figure 4. Riverside County T-Mobile Coverage

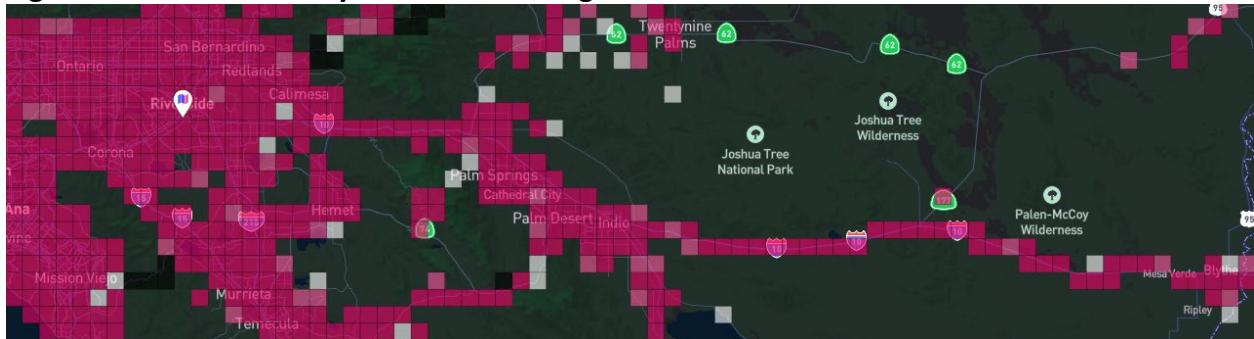


Figure 5. Riverside County AT&T Coverage



Figure 6. Riverside County Verizon Coverage



DISCUSSION:

To maintain and operate an effective call box program, three critical services are required.

1. A cellular data plan to support communication for each call box unit.
2. Call answering center (CAC) services to respond to incoming calls 24/7.
3. Call Box maintenance service provider to perform both preventative maintenance, repairs, and removals.

In FY 2023/24, call box maintenance and operations costs exceeded \$82,000, a majority of which was comprised of maintenance services.

Call Answering Center Services

RCTC is party to a regional CAC services contract, which was procured by San Bernardino County Transportation Authority (SBCTA) on behalf of Orange County Transportation Authority, RCTC, and SBCTA. SBCTA plans to phase out its call box program and does not intend to extend the CAC contract beyond its expiration on June 30, 2025. The advantage of a joint procurement provided economies of scale cost savings. If RCTC decided to secure its own CAC services, it is anticipated that this would incur additional costs, as the economies of scale discount would no longer apply.

Maintenance and Repair Provider

The program's maintenance service provider, Knightscope Inc., is responsible for the upkeep of call boxes and related infrastructure, as well as their removal, whether temporarily for construction or permanently due to program reductions. Although Knightscope has managed to keep the Riverside County call boxes operational so far, they are unable to maintain the boxes at the level specified in the agreement, including performing preventative maintenance and repairs within the required 3-day timeframe, as outlined by state guidelines. Additionally, Knightscope has indicated that due to their staffing and resource limitations, they are unable to complete the permanent removal services that would be required to sunset the program. The current contract with Knightscope is set to expire on June 30, 2025.

Operational Challenges

Maintaining an effective call box program requires reliable service providers for critical operations such as maintenance and repair. Historically, CASE Systems Inc. was the sole provider of these services for SAFEs in California. In 2023, Knightscope Inc. acquired CASE Systems Inc., becoming the default service provider for call box maintenance for SAFEs statewide.

Following this acquisition, Knightscope transitioned from employing in-house field technicians who could promptly handle a wide range of maintenance requests to relying on subcontractors. This shift has presented significant challenges in maintaining service quality, prompting some SAFEs, such as the SBCTA, to sunset their call box programs, while others are considering similar actions.

In line with the Commission's 2019 policy direction to sunset the call box program, recent developments including system reliability concerns related to vendor performance and the limited availability of alternative call box maintenance contractors, further reinforce the need to complete program decommissioning. When a motorist uses a call box during a vehicle breakdown, there is an expectation, and a responsibility on the part of the Commission, that the system will function reliably. Given Knightscope's inability to maintain the program in accordance with original performance standards, continuing to offer a service that may fail in emergencies poses a potential liability.

Should the Commission choose to continue operating the call box program, its only option would be to enter into another contract with Knightscope in order to avoid service disruptions. In this scenario, despite declining call volumes, the cost of service is likely to increase. Other agencies have reported even higher costs when renegotiating contracts with the company. For example, the Sacramento Area Council of Governments (SACOG), with a similar sized program of 146 call boxes, approved a new contract with Knightscope in December 2024, which resulted in an 83 percent cost increase.

Given the history of past procurements and call box trends, the prospects of procuring another local contractor to provide call box services are low. Orange County SAFE and San Diego SAFE have sought procurement for call box maintenance, most recently in 2021. Only one vendor, CASE (now Knightscope), submitted a bid and was awarded the contract. The general sentiment among other agencies is to either phase out call boxes in alignment with service contract expiration, or sunset the program if faced with increased maintenance costs. Some agencies are maintaining the status quo, in the process of or will be performing system analysis at a later date, or plan to assess the potential call box vendor market with future procurements.

While staff is exploring alternative call box options from out of state vendors, it's important to note that these systems are not identical to the California-based call boxes and may require significant investment and additional time to deploy if new hardware is involved. New hardware would necessitate compliance with Caltrans' crash testing requirements, as was necessary for the current units, adding further costs and potential delays to implementation.

Considering the Commission's previous 2019 authorization to phase out call boxes, the widespread use of personal cell phones, cellular coverage across most highways, and, most critically, Knightscope's diminished capacity to fulfill original contract obligations, staff recommends completing the drawdown of the program this year.

With both the call box maintenance and CAC services contracts expiring on June 30, 2025, there is a need to engage an external contractor for the removal and disposal of call boxes by this date. This timeline will help prevent call boxes from remaining in place without service or maintenance. Due to the specific nature of the project, an Invitation for Bid (IFB) was determined to be the most efficient and cost-effective method to secure the necessary services.

Concurrently, staff is exploring contingency options should the Commission decide to continue call box operations. These include pursuing new agreements with existing contractors and evaluating enhancements to overall motorist assistance services. Potential improvements, such as the installation of more frequent and visible mile marker signage, investment in additional roadside cameras, and exploring opportunities to leverage emerging technologies, would be explored and further defined through a forthcoming Motorist Assistance Study. This study can help guide the development of future strategies to improve traveler safety and roadside support services across the County.

Procurement Process

On February 4, 2025, the Commission advertised IFB No. 25-45-059-00 for call box removal services. A public notice was advertised in the *Press Enterprise*, and the complete IFB, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Twenty-three (23) firms downloaded the IFB. Seven (7) were located in Riverside County. A pre-bid conference was held on February 12, 2025, and on March 4, 2025, five (5) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 2 - Summary of Bids


	Contractor Name	Total Bid Price
	<i>Engineer's Estimate</i>	<i>\$199,404</i>
1	Global Builders Inc	\$149,888
2	DRS Contracting	\$173,345
3	Splice Construction	\$179,320
4	Select Electric	\$195,296
5	Kormex Construction	\$228,200

The basis for award is the lowest responsive and responsible bidder as defined by the Commission's procurement policy and state law. After reviewing the lowest bids received, staff concluded that Global Builders Inc. is the lowest responsible bidder, submitting a responsive bid in the amount of \$149,888.

FISCAL IMPACT

Sufficient funding for call box removals, consisting of SAFE funds, is included in the FY 2024/25 budget. The savings realized from discontinuing the call box program will be reallocated towards other motorist aid services and improvements.

Additionally, funding for a comprehensive Motorist Assistance Study is planned for and included in the pending FY 2025/26 Budget. This study will explore alternative motorist aid solutions and assess the potential for pilot programs to enhance roadside assistance services in Riverside County.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2024/25	Amount:	\$149,888
Source of Funds:	SAFE			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002174 81016 00000 0000 202 45 81002				
Fiscal Procedures Approved:				Date:	03/26/2025

Attachment:

- 1) 2019 Commission Call Box Items (March and April Agendas)
- 2) Draft Call Box Removal Agreement No. 25-45-059-00 with Global Builders Inc.

<i>Approved by the Budget and Implementation Committee on March 24, 2025</i>					
In Favor:	9	Abstain:	0	No:	1

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	March 13, 2019
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Call Box Program Upgrade/Reduction Plan and Agreements

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the implementation of the 2019 Call Box Upgrade and Reduction Plan (CB Plan);
- 2) Approve Agreement No. 19-45-059-00 with San Bernardino County Transportation Authority (SBCTA) to provide for the reimbursement of call answering center (CAC) services related to the operation of call box CAC services associated with the call boxes and future 511 motorist assistance services in an amount not to exceed \$180,000;
- 3) Approve Agreement No. 13-45-102-05, Amendment No. 5 to Agreement No. 13-45-102-00, with CASE Systems, Inc. (CASE) to provide call box removal and upgrade services consistent with the CB Plan and for the continued provision of call box maintenance services through June 30, 2020 for an additional amount of \$275,000, and a total amount not to exceed \$1,765,440;
- 4) Approve the sunset of the Call Box Program at the end of Fiscal Year 2023/24 or in conjunction with the next system network upgrade, whichever comes first; and
- 5) Authorize the Executive Director pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Acting in its capacity as the RC SAFE, the Commission currently operates a Motorist Assistance program within Riverside County's freeway and highway system that is comprised of three components: 1) call boxes, 2) freeway service patrol (FSP), and 3) 511 traveler information services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County.

The call box program offers motorists traveling on most major highways in Riverside County access to a motorist assistance call box. Once the call box is activated, calls are routed to a CAC. Depending on the situation, call center agents will forward the calls to the California Highway

Patrol (CHP), assist the motorist with requesting FSP, or call the motorists' roadside assistance provider or a friend/family member. The Commission's call box program consists of cellular call boxes, all equipped with a Tele Type device (TTY), located along most major highways (typically in pairs, one on each side of the highway) in Riverside County, depending on the availability of a cellular signal, proximity to urban areas, and other motorist assistance services.

Each call box unit is comprised of the following components that collectively stand at approximately 14-feet high and operate much like a cell phone with enhanced reception:

- Breakaway pole;
- Protective call box case which, contains the hardware, chipset and tilt sensor, and battery; when opened the case exposes a handset and a TTY keyboard for the hearing impaired;
- Blue reflective sign with unique call box numbers;
- Small solar panel to recharge the internal battery; and
- External antenna.

There are several standard call box installation configurations, known as Site Types, which are determined by the site locations characteristics (guard rails, soundwall, k-rail, slopes, etc.). The picture to the right, is an example of a Call Box Site Type A – installed at-grade, in soil. There are two other call box Site Types (B – installed in a cut-slope and C – installed on an in-fill slope) that have been recommended for removal or relocation by statewide guidelines.

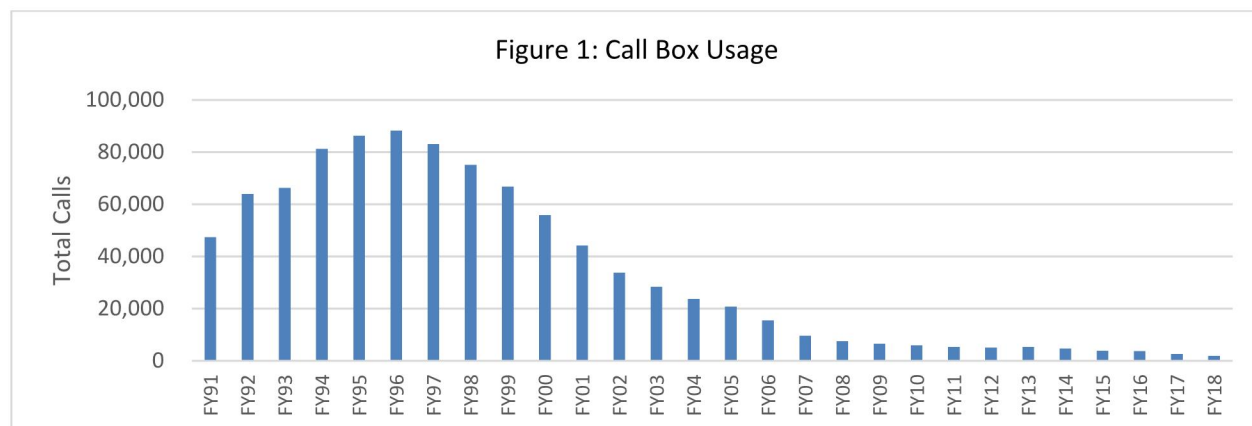


In total, the Commission currently operates and maintains 233 call boxes in Riverside County (see attachment); 214 are along various highways and 19 are located at the Commission's Commuter Rail stations. The current footprint and quantity of call boxes reflects previous actions by the Commission, resulting in reductions due to changes in call box guidelines, technology, and declining usage. The last major reduction took place in 2016 when the Commission faced declining call box usage and incremental costs needed to upgrade the call box system to 3G, as major cell providers were discontinuing support for new 2G devices and/or in the process of shutting down their 2G networks entirely. At the time, an evaluation was performed that considered call box spacing and usage factors to determine how best to optimize the call box system. This evaluation resulted in Commission approval to remove 325 call boxes from the system. This reduced the system by almost 60 percent and led to significant cost savings along with a more efficient operation of the call box program. Call box call volumes have continued to steadily decline.

Call Box Usage/ Call Types

Call boxes were initially installed in Riverside County in the early 1990s for the purposes of providing motorist aid, improving safety, and incident detection. During this decade the program

peaked in number with 1,082 call boxes and recorded its highest call volume in FY 1995/96 with more than 88,288 calls; an average of 82 calls per call box per year. Comparatively, in FY 2017/2018, there were 1,864 calls across a total of 238 call boxes – an average of less than eight calls per call box per year. Since the late 1990s, demand for call box services has trended, and continues to trend, downward – a pattern consistent across other call box programs throughout the state.



The call box system received calls of different types. Of the total 1,864 calls received in FY 2017/18, 1,675 calls were made from highway call boxes. As shown in Table 1, 631 of those calls were incidental calls only. The more relevant metric with respect to call boxes serving their purpose is how many calls were made for emergency-related or non-emergency requests for assistance (auto club, private towing, FSP, etc.). In total (Table 1), there were 1,044 emergency-related calls or non-emergency requests for assistance in FY 2017/18. This translates to an average of only 4.5 calls per year per call box (or 0.4 calls per call box per month).

Call Box Operations and Costs

The costliest elements of a call box operation are a) the maintenance of the call box equipment and b) the CAC services. For maintenance, the Commission contracts with CASE, a call box system maintenance services firm, who is responsible for performing corrective maintenance, preventive maintenance, knockdown and vandalism repairs, temporary removals and reinstallations, and permanent removals. At the Commission's discretion, it can request special projects work be conducted.

Table 1: FY 2017/18 Call Types

Emergency Calls	257
Non-Emergency Requests for Aid Calls	<u>787</u>
Subtotal	1,044
<hr/>	
Non-Aid Related Incidental Calls	
Call Box Check	263
Duplicate Calls	241
Incidental Calls	<u>127</u>
Subtotal	631
<hr/>	
Subtotal-Highway Call Box Calls	1,675
Commuter Rail Station Call Box Calls	189
TOTAL Call Box Calls	1,864

Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel), and the interface with the cellular system or anything that affects the proper function of the call box. Preventive maintenance is to be done at least two times per year on each box to ensure call boxes are clean and operational. Knockdown and vandalism repairs occur on an as-needed basis. Similarly, temporary removals and reinstallations are conducted on an as-needed basis at staff's request. This type of work is typically only done when the call box will interfere with construction work being done or when construction work will cause the call box to be temporarily inoperable. Permanent removals are only done at the request of staff with the approval of the Commission, CHP, and Caltrans.

In addition to call box maintenance, CASE is also responsible for administrative tasks, such as attending meetings, conducting field surveys, issuing correspondence, obtaining encroachment permits, maintaining inventory and supplies, and managing an electronic maintenance system. Based on an agreement that expires in June 2019, the current FY 2018/19 rate for call box maintenance services provided by CASE is \$37.03 per active call box per month. Therefore, annual maintenance services for the current network of 233 call boxes costs \$103,536 (or \$8,628 per month).

A private CAC is responsible for answering call box voice and TTY calls 24 hours each day, 365 days per year. The contractor, currently Professional Communications Network (PCN), determines the call box user location and arranges assistance as appropriate and available. CHP-designated high priority calls and FSP-related calls are forwarded to the proper CHP dispatch centers to complete/handle. The CAC is also responsible for call answering software and equipment, Remote Messaging Systems to support call center activity, reporting, and transfer and/or display the status of all calls remotely in real time. The current FY 2018/19 per call rate for CAC services provided by PCN is \$5.68 per call. Therefore, for 1,864 calls (FY 2017/18 volume) the annual CAC costs equate to approximately \$10,600.

Call Answering Center Services Joint Procurement

CAC services are provided through a SBCTA contract with PCN that was procured on a competitive basis. The Commission's agreement with SBCTA for these services is set to expire on March 31, 2019. Consistent with years passed, the Commission, in conjunction with SBCTA and Orange County Transportation Authority (OCTA), serving as the SAFE for Orange County, conducted a joint procurement, in an effort to obtain a lower cost per call and to share call center start up and operational costs.

A Request for Proposals for CAC services was released in November 2018 seeking a firm knowledgeable and experienced in providing CAC software and services for motorist assistance programs. SBCTA was the lead on releasing this joint RFP on behalf of the three agencies, who all operate call box programs within their geographical areas and require updated call answering software and services. The scope of work for this contract also incorporates software and services for OCTA's mobile call box program that motorists can utilize to receive motorist assistance by calling 511 when on a freeway or highway within Orange County. The Commission and SBCTA do not currently operate a mobile call box program, but are working with the CHP to provide this

service; therefore, the scope of work for call answering services also incorporates future programs for the Commission and SBCTA.

OCTA, RCTC, and SBCTA staff participated on the evaluation committee and based on the evaluation of the written proposals, the firms' qualifications, the proposed rates, and the information obtained from the interviews and site visits, the evaluation committee recommended the selection of AAMCOM, LLC as the top-ranked firm to perform the scope of work for call box CAC services as outlined in the RFP. Execution of a cooperative agreement is necessary to finalize this joint procurement.

The SBCTA Board of Directors is anticipated to take action on March 6 to approve the agreement for five years with five one-year options to extend. The final step in the joint procurement is for the Commission to enter into a cooperative agreement with SBCTA for the reimbursement of SBCTA costs associated with call box and mobile call box answering center services in Riverside County. SBCTA's Cooperative Agreement is attached.

DISCUSSION:

The call box system was developed before the proliferation of mobile phones as a means to request motorist assistance. The demand for call boxes continues to decline, and call boxes are nearing obsolescence much like the pay phones and phone booths due to mobile phone ownership trending upward, the widespread coverage of cellular service with increasing number of cell sites, and the availability of other motorist aid services such as FSP or in-vehicle systems to request emergency assistance. Thus, Commission staff continuously evaluates the call box system, resulting in reductions to the system at regular intervals after obtaining Commission approval.

The most recent reduction was implemented in 2016 in concert with a Verizon Wireless (Verizon) network upgrade from 2G to 3G. At the time, the cost to upgrade a single call box unit was \$900 per box. The approved reduction from 681 call boxes down to 233 call boxes, saved more than \$403,000 in upgrade costs and a minimum of \$189,000 in annual maintenance service costs. In 2018, Verizon announced that the 3G network would become obsolete after December 31, 2019. Therefore, in order to continue operations, remaining call boxes will need to be upgraded from 3G to 4G. Due to 5G not fully being developed and the unavailability of a 5G cellular call box radio, 4G is the only option at this time. CASE has provided volume-based pricing for 4G call box upgrades at \$822 per unit, plus installation costs and taxes estimated at \$128 per unit, for an approximate total upgrade cost of \$950 per unit. Without a reduction, the total estimated cost to upgrade the existing network of 233 call boxes to 4G is \$221,400.

Given declining usage in concert with the cost to upgrade and maintain the current number of boxes, staff embarked on an analysis to consider how the program can be modernized while also being made more cost efficient.

As a result of the evaluation process, staff recommends the following removal and upgrade actions. Since time is of the essence due to the imminent network upgrade to 4G, staff further

recommends extending the CASE agreement through June 30, 2020 and funding maintenance costs during the extension period.

Call Box Reduction Considerations

Changes in technology (as described above) and the motorist landscape since the last call box reductions provide another checkpoint to recalibrate and optimize the call box program. Outlined below are the analysis points which staff considered for a reduction strategy:

- **Network technology upgrade needed.** There is a need to update the current call box hardware, which currently operates on network technology that will become obsolete. Verizon, the current cellular service provider for the Commission's call box program, is transitioning from its 3G cellular network to 4G/LTE effective December 31, 2019. Therefore, if not upgraded, all Commission call boxes will become inoperable after this date.
- **Call box usage continues to decline.** Demand for this service has declined substantially over the years and continues to do so.
- **Cell phone ownership is over 90 percent.** There is a strong correlation with the decline in call box usage and the growth of mobile phone ownership, which continues to increase in the United States. Additionally, as these devices have become ubiquitous, so has the demand for and development of cell coverage throughout the highway system. Generally, there is cellular coverage across most parts of the county, with some carriers having a stronger coverage footprint than others. Mobile phones now often provide motorists with a convenient and safe alternative to seek assistance should a breakdown occur.
- **More motorist aid alternatives.** While the proliferation of cell phones over the years has had the greater impact to the declining usage of call boxes, other technologies (in-vehicle communication systems such as On Star) and services have also enhanced the quality and quantity of options available for motorists in need. These services also have advanced incident management and response times. FSP is also now routinely deployed within the most congested highway segments. Nearly 129 centerline miles are patrolled by FSP in Riverside County during peak periods. Additionally, Transportation Management Centers, operated by Caltrans and the CHP, monitor cameras and traffic feeds on a 24/7 basis.
- **Ongoing urban development continues to provide motorists with additional options along the highways.** Even without the use of mobile phones, call boxes are no longer the only means of seeking assistance for motorists in need.

2019 Call Box Upgrade and Reduction Plan

Commission staff understands and appreciates the “lifeline service” nature of the call box program. Within that understanding, various criteria were used to evaluate the existing call box system and develop a CB Plan. The criteria included the following factors:

- Call box site types,
- Availability of alternatives (cell coverage and FSP),
- System usage/call volumes, and
- Urban development/proximity to other motorist aid alternatives.

Call Box Removal Recommendation:

- 1) Remove call boxes in the urban areas of Riverside County where other services exist and/or where FSP service is provided (50 call boxes):
 - 6 call boxes on SR-60
 - 6 call boxes on I-215
 - 8 call boxes on I-10
 - 4 call boxes on SR-91
 - 2 call boxes on SR-71
 - 24 call boxes on I-15
- 2) Remove low use call boxes– call box groups averaging 1.5 or fewer calls in FY 2017/18 (16 call boxes):
 - 3 call boxes on SR-78 (avg. 1.4 calls)
 - 2 call boxes on SR-79 (avg. 1.5 calls)
 - 8 call boxes on SR-86 (avg. 1.4 calls)
 - 2 call boxes on SR-95 (avg. 0 calls)
 - 1 call box on SR-371 (avg. 0 calls)
- 3) Remove B and C Site Type call boxes which are no longer compliant with Caltrans standards (17 call boxes):
 - 1 call box on SR-111
 - 14 call boxes on I-10
 - 1 call box on SR-243
 - 1 call box on SR-79

Cost Impact of Reduction:

One-time removal cost of 83 call boxes at \$400 per unit = \$33,200

Annual savings on CASE maintenance costs = minimum of \$38,400 per year

Estimated savings on maintenance over five years = \$191,800

Call Box Upgrade Recommendation:

- 1) Upgrade 122 remaining highway and 19 commuter rail station call boxes not identified for removal above (141 total call boxes), and
- 2) Relocate and upgrade nine B & C site type call boxes in critical areas (7 sites on I-10, 2 sites on SR-243)

Cost Impact of Upgrades:

One-time upgrade cost of 141 call boxes at \$950 per unit = \$133,950

One-time relocation/reinstallation cost of 9 call boxes at \$800 per unit= \$7,200

Ongoing Maintenance Costs of Remaining Call Boxes

Estimated maintenance costs for 150 call boxes = \$69,350

Estimated maintenance costs over five years = \$346,600


RECOMMENDATION

Staff recommends the Commission approve the CB Plan outlined above. This plan reduces the system from the existing 233 call boxes to 150 call boxes, representing a 36 percent reduction. Accordingly, staff recommends approval of Amendment No. 5 to Agreement No. 13-45-102-00 with CASE to extend the term to June 30, 2020 through the reduction/upgrade process and to provide continued call box maintenance in the amount of \$100,600, and complete upgrades, relocations, and removals consistent with the CB Plan in the amount of \$174,400 for an additional amount of \$275,000.

Upon Commission approval and execution of the amendment with CASE and CHP and Caltrans review and approval of the CB Plan, a notice to proceed for the decommissioning and permanent removal of identified call boxes and upgrades of remaining call boxes will be issued to CASE.

Further, staff recommends approval of the Agreement No. 19-45-059-00 (19-1002101) with SBCTA, in an amount not to exceed \$180,000 over a ten year term, for call box call answering services provided by AAMCOM, LLC for current traditional call box calls and for mobile/511 call box calls when that program is launched in the future.

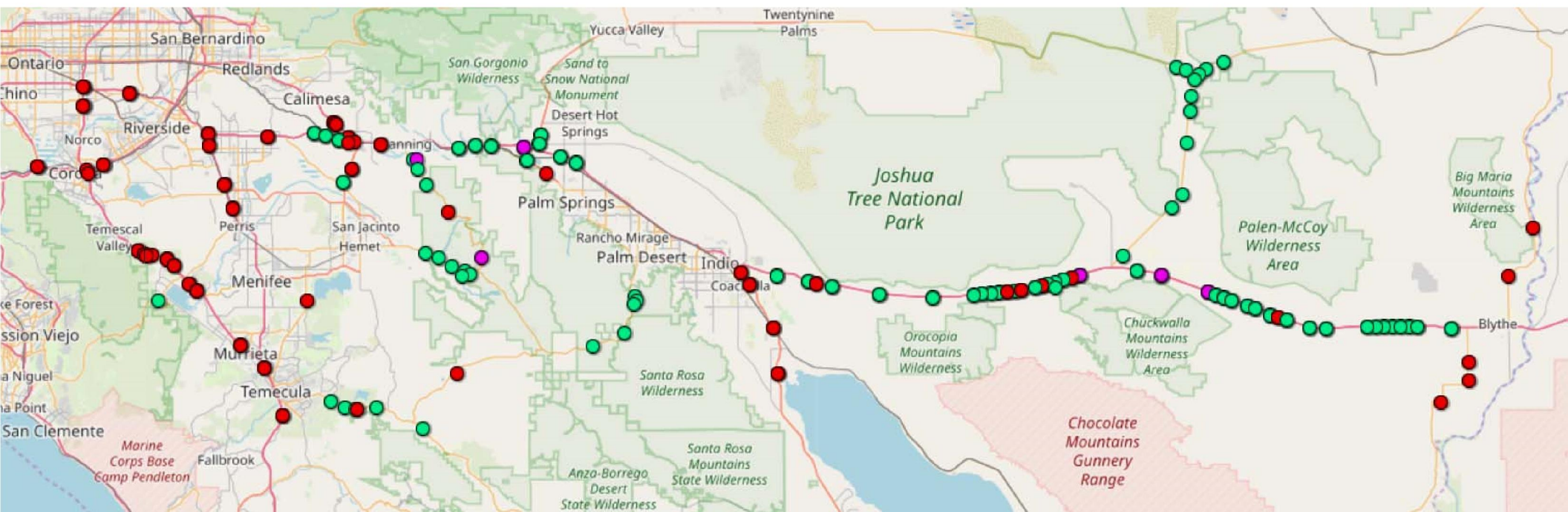
Lastly, staff recommends approval of a sunset date for the traditional call box program which is increasingly becoming obsolete. Acknowledging that current trends will continue and in the interest of fiscal responsibility, staff recommends approval of sunseting the call box program by the next required technology upgrade or by the end of FY 2023/24, whichever comes first. In the meantime, staff will continue to pursue new and innovative alternatives to traditional call boxes.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2018/19 FY 2019/20+	Amount:	\$20,500 \$434,500
Source of Funds:	SAFE			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002174 73301 00000 0000 202 45 73301 2440XX 73301 00000 0000 103 24 73301 002174 81016 00000 0000 202 45 81002			\$248,000 (Highway CB Plan costs) \$27,000 (Rail CB Plan costs) \$180,000 (CAC operating costs)	
Fiscal Procedures Approved:				Date:	02/14/2019

Attachments:

- 1) Riverside County Map reflecting 2019 Call Box Upgrade and Reduction Plan
- 2) Agreement No. 19-45-059-00 with San Bernardino County Transportation Authority
- 3) Agreement No. 13-45-102-05 with CASE Systems, Inc.

Map - 2019 Call Box Program Upgrade and Reduction Plan



Action	
■	remove
■	upgrade
■	upgrade and relocate

COOPERATIVE AGREEMENT NO.19-1002101**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
ORANGE COUNTY TRANSPORTATION AUTHORITY AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION****FOR****THE PROVISION OF MOTORIST ASSISTANCE CALL ANSWERING CENTER
SOFTWARE CUSTOMIZATION AND SERVICES**

This Cooperative Agreement ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, Orange County Transportation Authority, ("OCTA"), located at 500 South Main Street, Orange, California 92688 and Riverside County Transportation Commission ("RCTC"), located at 4080 Lemon St, Riverside, California 92501. SBCTA, OCTA and RCTC are each a "Party" and collectively the "Parties".

RECITALS:

1. **WHEREAS**, The Parties operate Motorist Aid programs, which may include Call Box, Mobile Call Box/511 and Freeway Service Patrol programs; and
2. **WHEREAS**, SBCTA has engaged two Call Answering Centers ("CONTRACTORS") to render services for the provision of Motorist Aid Call Answering Center Services for Orange County, Riverside County, and San Bernardino County ("Services"); and
3. **WHEREAS**, the Services engaged by SBCTA as set forth in Exhibit "A", SBCTA Contract No. C12005 (00-1000553), executed on November 2, 2011 (the "2011 Agreement") are effective through June 30, 2019; and
4. **WHEREAS**, the Services engaged by SBCTA as set forth in Exhibit "B", SBCTA Contract No. 18-1001961, executed on March 6, 2019 (the "Primary Agreement") is effective through June 30, 2024, with five optional term years; and
5. **WHEREAS**, this Agreement defines the specific terms and conditions between the Parties only as they may relate to the subject matter and no other purpose;

NOW THEREFORE, the Parties enter into this Agreement in order to allocate the costs of paying the CONTRACTORS for the Services under the 2011 Agreement and Primary Agreement.

ARTICLE 1. AGREEMENT TERM

The Agreement shall commence upon execution by the Parties, and shall continue in full force and effect through June 30, 2029, concurrent with the Primary Agreement, unless otherwise terminated or extended as provided in this Agreement, except that all indemnity and defense obligations shall survive termination of this Agreement. Should one or all of the option term(s) of the Primary Agreement not be exercised, this Agreement shall terminate.

ARTICLE 2. 2011 AGREEMENT AND PRIMARY AGREEMENT

The terms of the 2011 Agreement and Primary Agreement, including without limitation the definitions provided, are incorporated by reference as though fully set forth in this Agreement. The Parties shall use their best efforts to perform and uphold the obligations of this Agreement, the 2011 Agreement, and the Primary Agreement, including, without limitation, the prosecution to conclusion or settlement of any remedy provided by law for any breach by CONTRACTORS.

ARTICLE 3. COMPENSATION

OCTA and RCTC shall compensate SBCTA quarterly for CONTRACTORS' performance of the Services pursuant to the 2011 Agreement and Primary Agreement. Compensation to SBCTA will be based on the actual costs of Services rendered for OCTA and RCTC as set forth in Attachment "B" of the 2011 Agreement and Exhibit "B" of the Primary Agreement.

- 3.1 Notwithstanding any provisions of this Agreement to the contrary, OCTA and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount is Eight Hundred Fifty Thousand Dollars (\$850,000), which shall include all amounts payable to the CONTRACTORS as set forth in the 2011 Agreement (from April 1, 2019 through June 30, 2019) and Primary Agreement.
- 3.2 Notwithstanding any provisions of this Agreement to the contrary, RCTC and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount is One Hundred Eighty Thousand Dollars (\$180,000), which shall include all amounts payable to CONTRACTORS as set forth in the 2011 Agreement (from April 1, 2019 through June 30, 2019) and Primary Agreement.

ARTICLE 4. CHANGES

- 4.1 Any changes to this Agreement,, including but not limited to Compensation to SBCTA, must be written and executed by SBCTA and OCTA and/or RCTC, as appropriate.
- 4.2 The Services, 2011 Agreement and Primary Agreement shall be subject to changes by additions, deletions, or revisions made by agreement of SBCTA and OCTA and/or RCTC, as appropriate. SBCTA will be responsible for advising CONTRACTORS of any such change(s) by written notification describing the change(s). This notification will not be binding on SBCTA and OCTA and/or RCTC, as appropriate, until SBCTA has approved an amendment to the 2011 Agreement and/or Primary Agreement, as appropriate, in accordance with SBCTA's Contracting and Procurement Policy, No. 11100.
- 4.3 Promptly after such written notification of change is given to CONTRACTOR(S) by SBCTA, SBCTA and CONTRACTOR(S) will attempt to negotiate a mutually agreeable adjustment to compensation, time of performance, or other change(s) agreed to by SBCTA and OCTA and/or RCTC, and amend the 2011 Agreement and/or Primary Agreement, as appropriate, accordingly. SBCTA shall provide notification to OCTA and/or RCTC, as appropriate, when such change(s) is agreed to by SBCTA and CONTRACTOR(S).

ARTICLE 5. TERMINATION

- 5.1 RCTC and OCTA may terminate this Agreement, in whole or in part, by giving at least thirty (30) calendar days written notice to SBCTA specifying the date of termination (the "Notice of Termination"). SBCTA may terminate this Agreement, in whole or in part, by giving at least thirty (30) calendar days written notice to RCTC and OCTA specifying the date of termination.

In the event that OCTA terminates this Agreement, the termination shall only be effective as to the Services provided within the geographic area encompassed by OCTA. In the event that RCTC terminates this Agreement, the termination shall only be effective as to the Services provided within the geographic area encompassed by RCTC. SBCTA shall notify CONTRACTOR(S) of such termination. This Agreement shall terminate on the effective date of either Party's Notice of Termination.

Termination under this Article 5 may be for convenience or because of the failure of the other Party to perform its duties and obligations under this Agreement, including, but not limited to, the failure of SBCTA to obtain timely and full performance of the Services.

In the event OCTA terminates this Agreement, SBCTA shall, in accordance with the 2011 Agreement and/or Primary Agreement, terminate the obligations and rights of the CONTRACTOR(S) under the 2011 Agreement and/or Primary Agreement as to the geographical area encompassed within OCTA's jurisdiction and shall, if requested by OCTA, assign any and all rights to performance of the Services under the 2011 Agreement and/or Primary Agreement to OCTA.

In the event RCTC terminates this Agreement, SBCTA shall, in accordance with the 2011 Agreement and/or Primary Agreement, terminate the obligations and rights of the CONTRACTOR(S) under the 2011 Agreement and/or Primary Agreement as to the geographical area encompassed within RCTC's jurisdiction and shall, if requested by RCTC, assign any and all rights to performance of the Services under the 2011 Agreement and/or Primary Agreement to RCTC.

In the event this Agreement is terminated by SBCTA and upon written request of OCTA and/or RCTC, SBCTA shall, in accordance with the 2011 Agreement and/or Primary Agreement, assign the relevant rights and obligations of the 2011 Agreement and/or Primary Agreement to OCTA and/or RCTC. Should OCTA and/or RCTC terminate the Agreement for any reason, OCTA and/or RCTC shall bear all reasonable costs associated with transitioning the performance of Services to another location.

- 5.2 Upon receipt of the written Notice of Termination, the terminating Party shall be entitled to receive certain Products from SBCTA, as defined in the 2011 Agreement and/or Primary Agreement.
- 5.3 Effect of Termination for Convenience or Cause - If the termination is for the convenience or cause of OCTA and/or RCTC, OCTA and/or RCTC, as appropriate, shall compensate SBCTA for Services rendered by CONTRACTOR(S) for the benefit of the terminating Party through the effective date of termination as provided in the Notice of Termination and in accordance with Article 5 of this Agreement. Such compensation shall be pro-rated, as applicable to the terminating Party, up through the termination effective date. In the event SBCTA is the terminating Party, SBCTA shall compensate the CONTRACTOR(S) for Services provided through the effective date of termination as provided in the Notice of Termination, in accordance with the 2011 Agreement and/or Primary Agreement.
- 5.4 Cumulative Remedies - The rights and remedies of the Parties in this Section are in addition to any other rights and remedies provided by law or under this agreement.

ARTICLE 6. CALL ANSWERING CENTER MEETINGS

- 6.1 The Parties' representatives shall participate in call answering center meetings with the CONTRACTORS as further described in the 2011 Agreement and Primary Agreement.

ARTICLE 7. PERFORMANCE DELAYS

- 7.1 Excusable Delays. Should any Party be delayed or prevented from the timely performance of any act required by this Agreement by reason of acts of God or of the public enemy, acts or omissions of another Party or other governmental agencies, 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
- 7.2 Written Notice - If a Party believes it is entitled to an extension of time due to conditions set forth in Article 44 of the Primary Agreement, it shall provide written notice to the other Party within seven (7) working days from the time the Party knows, or reasonably should have known, that performance of the act will be delayed due to such conditions..
- 7.3 Mutual Agreement - Performance of any obligation under this Agreement may be delayed upon mutual agreement of the Parties.

ARTICLE 8. INDEPENDENT CONTRACTOR

The Services under the 2011 Agreement and Primary Agreement shall be performed by one or both CONTRACTORS, or under their supervision. CONTRACTORS will determine the means, methods and details of performing the Services subject to the requirements of the 2011 Agreement and Primary Agreement. SBCTA has retained CONTRACTORS on an independent contractor basis and not as employees, agents or representatives of SBCTA, OCTA or RCTC. The Parties acknowledge that: (1) CONTRACTORS retain the right to perform similar or different services for others during the term of the 2011 Agreement and Primary Agreement; (2) Any additional personnel performing the Services under the 2011 Agreement and Primary Agreement on behalf of CONTRACTORS shall at all times be under CONTRACTORS exclusive direction and control; (3) CONTRACTORS shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law; and (4) CONTRACTORS 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.

ARTICLE 9. INDEMNITY

The Parties each agree to indemnify, defend (with legal counsel reasonably approved by the indemnified Party) and hold harmless the other Parties and their officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, suits, demands, liabilities, losses, damages, injuries or actions of every name, kind and description brought for or on account of injury to persons or property, including wrongful death, in any manner arising out of or incident to anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT.

ARTICLE 10. ATTORNEYS' FEES

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

payable under the Indemnity provision of the Agreement.

ARTICLE 11. GOVERNING LAW AND VENUE

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

ARTICLE 12. PRECEDENCE

- 12.1 The Agreement consists of these Agreement Articles, and Exhibit A - "2011 Agreement" and Exhibit B - "Primary Agreement", all of which are incorporated into this Agreement by this reference.
- 12.2 The following order of precedence shall apply: first, the Agreement Articles and second, Exhibit A and Exhibit B;.
- 12.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Agreement, OCTA and RCTC shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 13. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; (c) upon actual delivery if made by personal service or overnight delivery; or (d) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. OCTA and RCTC shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To: OCTA	To: RCTC	To: SBCTA
550 S. Main Street P.O. Box 14184 (Mailing Address)	4080 Lemon St. P.O. Box 12008 Riverside, CA 92502-2208	1170 W. 3rd Street, 2nd Floor
Orange, CA 92863-1584		San Bernardino, CA 92410-1715
Attn: Patrick Sampson	Attn: Brian Cunanan	Attn: Nicole Soto
Email: psampson@octa.net	Email: bcunanan@rctc.org	Email: nsoto@gosbcta.com
Phone: (714) 560-5425	Phone: (951) 787-7943	Phone: (909) 884-8276
2nd Contact: Sue Ding	2nd Contact: Michelle McCamish	Copy: Procurement
Email: sding@octa.net	Email: mmccamish@rctc.org	Email: procurement@gosbcta.com

Phone: (714) 560-5631	Phone: (951) 778-1094	Phone: (909) 884-8276
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ARTICLE 14. AMENDMENTS

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

ARTICLE 15. ENTIRE DOCUMENT

This Agreement constitutes the sole and only agreement of the Parties relating to its subject matter and supersedes any prior understandings, written or oral, between the Parties.

ARTICLE 16. 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.

ARTICLE 17. NO WAIVER

Failure of the Parties hereto 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 power 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.

ARTICLE 18. EFFECTIVE DATE

This Agreement shall be made effective upon execution by both Parties.

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

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

**ORANGE COUNTY
TRANSPORATION AUTHORITY**

By: _____
Darrell E. Johnson
Chief Executive Officer

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Darcy McNaboe
President, Board of Directors

Date: _____

**RIVERSIDE COUNTY
TRANSPORATION COMMISSION**

By: _____
Anne Mayer Executive Officer

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

EXHIBIT "A" 2011 Agreement

EXHIBIT "B" Primary Agreement

Agreement No. 13-45-102-05

**RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AMENDMENT NO. 5 TO
AGREEMENT FOR CALL BOX SERVICES
WITH CASE SYSTEMS, INC.**

1. PARTIES AND DATE

This Amendment No. 5 to the Agreement for Call Box Services is made and entered into as of _____, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") acting as the RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("RC SAFE") and CASE SYSTEMS, INC. ("Contractor), a California corporation.

2. RECITALS

- 2.1 RC SAFE and Contractor have entered into an agreement dated June 24, 2013 for the purpose of providing call box installation, repair, maintenance, and removal services ("Master Agreement").
- 2.2. RC SAFE and Contractor have entered into an amendment dated June 29, 2016 for the purpose of extending the term of the Master Agreement, providing additional compensation for the continued provision of call box services, and including additional language pertaining to registration with the Department of Industrial Relations ("Amendment No. 1").
- 2.2. RC SAFE and Contractor have entered into an amendment dated November 3, 2016, for the purpose of providing additional compensation for the call box upgrade, removal services, and other call box services, including but not limited to, the reduction of the RC SAFE motorist aid call box system ("Amendment No. 2").
- 2.3 RC SAFE and Contractor have entered into an amendment dated July 1, 2017, for the purpose of extending the term of the Master Agreement ("Amendment No. 3").
- 2.4 RC SAFE and Contractor have entered into an amendment dated June 30, 2018, for the purpose of providing additional compensation for call box maintenance services and extending the term of the Master Agreement ("Amendment No. 4").
- 2.4 The parties now desire to amend the Master Agreement in order to provide additional compensation for the call box upgrade, removal services, and other call box services, including but not limited to, the reduction of the RC SAFE motorist aid call box system and to extend the term of the Master Agreement.

3.. TERMS

- 3.1 The term of the Master Agreement shall be extended for an additional term of twelve months, ending on June 30, 2020, unless earlier terminated as provided in the Master Agreement.
- 3.2 The maximum compensation to be provided under this Amendment No. 5 for Services provided through the extended term shall not exceed Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000).
- 3.3 Except as amended by the Amendment, all provisions of the Master Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5.
- 3.4 This Amendment No. 5 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 This Amendment No. 5 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
AMENDMENT NO. 5 TO
AGREEMENT FOR CALL BOX SERVICES
WITH CASE SYSTEMS, INC.
Agreement No. 13-45-102-05**

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment No. 4 as of the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
ACTING AS THE RIVERSIDE
COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES**

**CASE SYSTEMS, INC.,
a California corporation**

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM

ATTEST

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

By: _____

Its: _____

* 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 foregoing persons are not the intended signators, evidence of signature authority shall be provided to the Commission.

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 10, 2019
TO:	Riverside County Transportation Commission
FROM:	Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Modifications to 2019 Call Box Program Upgrade/Reduction Plan

STAFF RECOMMENDATION:

This item is for the Commission to approve modifications to the 2019 Call Box Upgrade and Reduction Plan (CB Plan) approved at the March Commission meeting.

BACKGROUND INFORMATION:

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Acting in its capacity as the RC SAFE, the Commission currently operates a Motorist Assistance program within Riverside County's freeway and highway system that is comprised of three components: 1) call boxes, 2) freeway service patrol (FSP), and 3) 511 traveler information services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County.

The call box system was developed before the proliferation of mobile phones as a means to request motorist assistance. The demand for call boxes continues to decline, and call boxes are nearing obsolescence much like the pay phones and phone booths due to mobile phone ownership trending upward, the widespread coverage of cellular service with increasing number of cell sites, and the availability of other motorist aid services such as FSP or in-vehicle systems to request emergency assistance. However, there are still highway users that do not have a cell phone or may find themselves in a situation where assistance is not accessible (dead battery or no cell coverage). Thus, Commission staff continuously evaluates the call box system with a goal to operate a strategic but efficient service for motorists in need, resulting in reductions to the system at regular intervals after obtaining Commission approval.

In March 2019, the Commission approved the following actions that further reduce the call box footprint and necessary upgrade (3G to 4G) and maintenance costs moving forward, but also maintain a responsible "lifeline" for motorist traveling in Riverside County:

- Implementation of the CB Plan resulting in a system reduction of 83 call boxes, decreasing the number of units from 234 to 151, a 35 percent reduction. The reduction criteria

- applied included: a) units with low usage, b) units in urban areas and/or with FSP service, and c) all B and C site type configurations, except nine critical units on I-10 and SR-243.
- CASE Systems, Inc. (CASE) amendment (\$275,000) to provide call box removal and upgrade services consistent with the CB Plan and for the continued provision of call box maintenance services through June 30, 2020;
- San Bernardino County Transportation Authority (SBCTA)/Orange County Transportation Authority (OCTA) agreement (\$180,000) for the reimbursement of call answering center services related to the operation of call answering center services associated with the call boxes and future 511 motorist assistance services; and
- Sunset the Call Box Program at the end of Fiscal Year (FY) 2023/24 or in conjunction with the next system upgrade from 4G to 5G, whichever comes first.

The CB Plan was approved with understanding that requests by Commissioners to further analyze and reconsider certain call box removal locations will be followed up by staff and any resulting modification recommendations to the CB Plan would be brought back directly to April meeting for Commission approval.

DISCUSSION:

Several requests were submitted by Commissioners during and after the March meeting to further analyze and reconsider call boxes on particular highways. Commissioners also shared program improvement suggestions. The highways that Commissioners requested to revisit were all in eastern Riverside County and included more rural segments along I-10, SR-78, SR-86, SR-111, and US-95.

Reconsideration for Call Boxes on Highways of Concern

- **Interstate 10:** There are currently 94 call boxes on I-10 that received a combined 523 calls in FY 2018, including 106 emergency calls. In total, 12 call boxes (six pairs) were approved for removal due to having B and C call box site type configurations. Call boxes are typically placed on highways in “pairs”, one on each side of the highway. Sixty-six requests for motorist aid and five emergency calls were received from these boxes in FY 2018. Each of the 12 boxes are located within one mile of another call box. Therefore, with their removal, the spacing will go from one mile to two miles in those areas. No modification is recommended to the CB Plan for I-10.
- **State Route 78:** There are currently three call boxes on SR-78 that received a combined three calls in FY 2018, including one emergency call. In total, all three boxes were approved for removal due to low usage. The northern most call box is located 100 meters from a grocery store and had zero calls in FY 2018. Moving south, the next call box is two miles from the same grocery store and had one call in FY 2018. The southernmost call box received two calls in FY 2018. Despite low usage, this particular call box is located five miles from any available service. Therefore, a modification to keep this one call box (not remove) is recommended to the CB Plan for SR-78.

- **State Route 86:** There are currently eight call boxes (four pairs) on SR-86 that received a combined 12 calls in FY 2018, including four emergency calls. In total, all eight boxes were approved for removal due to low usage and/or proximity to amenities/service. The northernmost pair of boxes is located one-half mile from a gas station and had a combined seven calls in FY 2018. Moving south, the next call box pair is 1.4 miles from a shopping center and had four calls in FY 2018. The two southern most call box pairs combined received one call in FY 2018. Despite low usage, these particular pairs are located two to three miles from any available service. Therefore, a modification to keep (not remove) these two call box pairs (four call boxes) is recommended to the CB Plan for SR-86.
- **State Route 111:** There are currently three call boxes on SR-111 that received a combined seven calls in FY 2018, including six emergency calls. In total, one call box was approved for removal due to being a B site type configuration. This call box received three calls in FY 2018 and is two miles from the nearest gas station. No modification is recommended to the CB Plan for SR-111.
- **U.S. Route 95:** There are currently two call boxes on US-95 that received a combined zero calls in FY 2018. Both call boxes were approved for removal due to being a C site type configuration and low usage. One call box is six miles north of a gas station and the other is 12 miles north of a gas station. Despite the long distances from any amenity/service, only one call between the two call boxes has been made in the last four years. Therefore, no modification is recommended to the CB Plan for US-95.

Additional Program Considerations

In addition to highways to reconsider, staff received additional suggestions such as applying traffic volumes or adjacency as filters to consider when evaluating the system and to deploy additional 511 signage.

- **Traffic Volumes:** A preliminary analysis on a few routes found that traffic volume was not a reliable indicator of call box need/usage to apply systemwide. For example, for the 12 miles from the state line on I-10, the average use for the first 6 miles is 2.7 calls per year per call box and the next adjacent 6 miles is 7.5 calls per year per call box. The traffic volumes largely remain the same; however, the use in one case is almost three times greater. Traffic volumes have been applied as a metric, albeit indirectly, in that the highest traffic volume segments within Riverside County are currently served by Freeway Service Patrol (FSP). FSP was used as a reduction criteria and as such eliminated nearly all the call boxes on the western edge of Riverside County.
- **Adjacency:** Currently, there are only 31 remaining boxes systemwide that are within one mile of another call box or amenity. These boxes (12 pairs on I-10 in District 4, three pairs on SR-60 in Banning/Beaumont, and one call box in Lake Elsinore) were not recommended for removal due to a combination of considerations including usage, grade, and lack of availability of services/amenities (hours). For example, the one box that is located on a

graded segment of SR-74 east of Lake Elsinore is actually in the parking lot of a diner that is open 8 a.m. - 5 p.m. daily. However, outside of those times, there is not another service in either direction for more than four miles.

- **511 Signage:** As part of the call box program optimization and award to a new call answering center vendor approved at the March meeting, staff is developing a “mobile” 511 call box program to be launched in 2020. This enhancement will allow motorists with cell phones to request motorist aid by dialing 511. Included in that effort will be an outreach campaign to educate motorists of the new service and the potential for additional highway 511 signage to increase public awareness of the service.

In total, the recommended modifications result in five call boxes that were previously slated for removal in the CB Plan to be retained and upgraded. Annual maintenance costs for these five call boxes is projected to be \$2,280 (\$456 per box) in FY 2020. The costs for upgrading five call boxes to 4G will be \$4,110 (\$822 per call box). The total FY 2020 costs for the five call boxes will be \$6,390. When compared to the \$2,000 removal costs (\$400 per box x 5) originally recommended, the incremental costs to keep and maintain these five boxes in FY 2020 is \$4,390. The financial impact of this modification through the approved sunset of the call box program at the end of FY 2024 (five years) is an incremental \$14,500.

RECOMMENDATION

Staff recommends the Commission approve the modifications to the CB Plan. The revised CB Plan reduces the current system from 234 to 156 call boxes, with the removal of 78 units reflecting a 33 percent reduction.

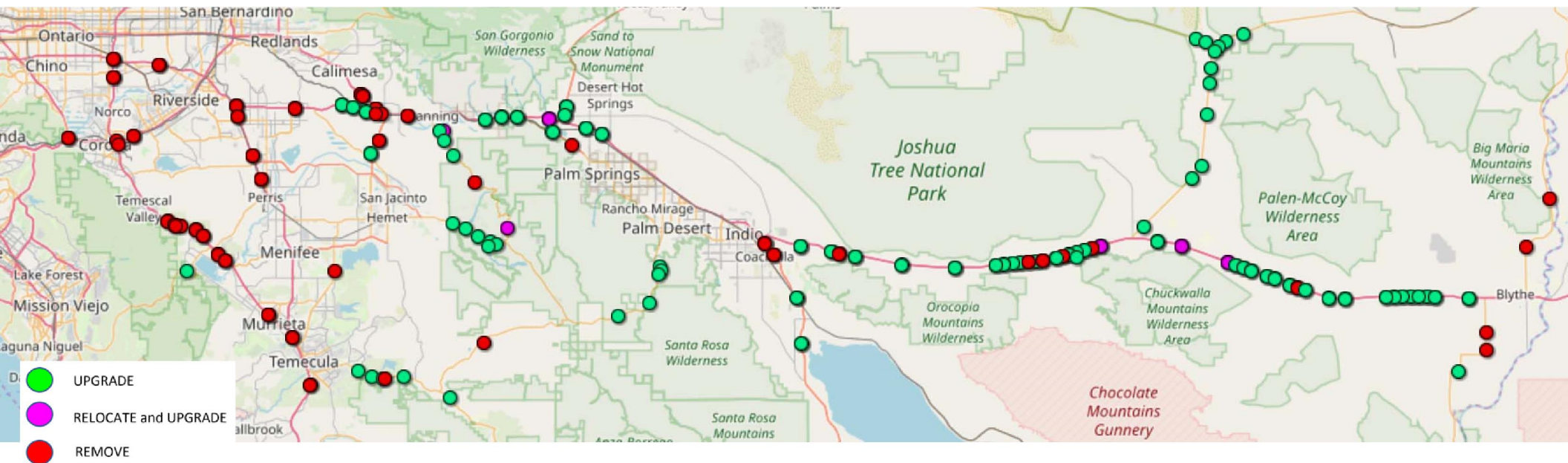
No modifications are needed to the accompanying agreements approved at the March meeting. The cost for a call box removal is similar to that of one full year of maintenance. Therefore, no additional contract budget modifications are necessary to the CASE amendment. Additionally, the modifications to the CB Plan have no bearing to the shared call answering center agreement with SBCTA/OCTA.

Upon Commission approval of the modified CB Plan and execution of the amendment with CASE, a notice to proceed for the upgrades of call boxes to be retained will be issued to CASE. Concurrently the approved reduction plan will be submitted to the California Highway Patrol (CHP) and Caltrans for review and approval. Upon CHP and Caltrans’ approval, a notice to proceed will be issued to CASE for the decommission and permanent removal of the identified call boxes.

Financial Information					
In Fiscal Year Budget:	N/A N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$4,390 \$10,110
Source of Funds:	SAFE (Department of Motor Vehicle registration fees)			Budget Adjustment:	N/A N/A
GL/Project Accounting No.:	002174 73301 00000 0000 202 45 73301 002174 81016 00000 0000 202 45 81002				
Fiscal Procedures Approved:	<i>Theresa Irujo</i>			Date:	04/02/2019

Attachment: Riverside County Map reflecting the modified 2019 Call Box Upgrade and Reduction Plan

Map - Modified 2019 Call Box Program Upgrade and Reduction Plan



Agreement No. 25-45-059-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION**CALL BOX REMOVAL CONTRACT****("PROJECT")****1. PARTIES AND DATE.**

This Contract is made and entered into this _____ day of _____, _____ by and between the Riverside County Transportation Commission, a California public agency ("Commission") and Global Builders Inc., a Corporation, ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Commission. Commission is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Commission on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing call box removal, site restoration and disposal/recycling services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Commission. The following license classifications are required for this Project: Class A.

2.3 Project Bonds & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto. All Work, as defined below, shall be subject to, and performed in accordance with:

- Work Description/Schedule (Exhibit "A")
- Special Conditions (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification
- Fleet Compliance Certification
- Addenda
- Change Orders executed by the Commission
- The Caltrans Encroachment Permit;

- The current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and any other Caltrans Manuals as identified in Exhibit "A";
- The current version Manual for Uniform Traffic Control Devices (MUTCD) California edition;
- Notice Inviting Bids;
- Instructions to Bidders/Invitation to Bid Package;
- Contractor's Bid or Quote; and
- All applicable local, state and federal laws, rules and regulations.

In the case of any conflict between or amongst the foregoing, this Contract shall govern over the attached exhibits and incorporated documents, standards and manuals. Notwithstanding the foregoing, in the case of any conflict in the foregoing, the most stringent requirement shall apply unless otherwise agreed upon in writing by the Commission.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. Special Conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Commission. If the Parties cannot agree on any change in price required by such change in the Work, the Commission may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.1.1 Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances.

3.2.1.2 If the Commission directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

3.2.1.2.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

3.2.1.2.2 By a combination of existing and new unit prices and related quantities for the changed work;

3.2.1.2.3 Time and Materials; or

3.2.1.2.4 By mutual acceptance of a lump sum.

3.2.1.3 For work Contractor performs on a Time and Materials basis at the Commission's direction, the following mark-ups will be added to the cost of labor, materials and equipment:

3.2.1.3.1 Overhead and profit on labor shall be fifteen percent (15%).

3.2.1.3.2 Overhead and profit on materials shall be fifteen percent (15%).

3.2.1.3.3 Overhead and profit on equipment rental shall be ten percent (10%).

3.2.1.3.3 When work is performed by a first tier subcontractor, Contractor shall receive a five percent (5%) markup on subcontractor's total costs of extra work. First tier subcontractor's markup on its Work shall not exceed fifteen percent (15%).

3.2.1.3.3 When extra Work is performed by a lower tier subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier subcontractor's total costs of extra work. Contractor and first tier subcontractors and lower tier subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.

3.2.1.3.3 Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.

3.2.1.3.3 On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

3.2.1.3.3 The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

3.2.1.4 If the Commission directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the Commission will make a reasonable adjustment to the Contract Time.

3.2.2 Substitutions/"Or Equal". Reserved.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 120 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Commission. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction

schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Commission will suffer damage.

3.3.2 Force Majeure. Neither Commission nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of additional costs or delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages the sum of Two Thousand Dollars (\$2,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Commission to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Commission, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Commission's Basic Obligation. Commission agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained. Except as otherwise provided in the Contract, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Commission agrees to pay Contractor the Total Contract Price of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Commission.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Commission will arrange for payment of the Total Contract Price upon completion and approval by Commission of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Commission will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Commission an itemized application for payment in the format supplied by the Commission indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Commission may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Commission and in such detail and form as the Commission shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Commission shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Commission, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Commission may deduct from each progress payment an amount necessary to protect Commission from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Commission in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Commission during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Contract; and (11) any other sums which the Commission is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Commission to deduct any of these sums from a progress payment shall not constitute a waiver of the Commission's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Commission will permit the substitution of securities for any monies withheld by the Commission to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Commission, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Commission shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Commission has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Commission.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Commission at the time of payment. To the extent that title has not previously been vested in the Commission by reason of payments, full title shall pass to the Commission at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Commission, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items. Contractor remains fully responsible for all Work and for the care, control and custody of the site until Final Acceptance by the Commission.

3.7.8 Labor and Material Releases. Contractor shall furnish Commission with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Commission.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Commission, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance

requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Commission. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Commission, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Water Compliance. Storm, surface, groundwater, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Commission and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, Commission may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Commission reserves the right to defend any enforcement action brought against the Commission for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Commission for the costs (including the Commission's attorney's fees) associated with, any settlement reached between the Commission and the relevant enforcement entity.

3.8.1.7 **Training.** Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Commission will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the Contract relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

3.8.3 **Laws and Regulations.** Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Commission in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify

and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Unless otherwise specified herein, Contractor shall be responsible for paying for and securing permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Commission's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Commission of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Commission; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Commission shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Commission shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Commission to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board (CARB) including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

3.8.8.1 Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance (CRC), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Commission.

3.8.8.2 Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Commission in writing and shall furnish all labor and material releases required by this Contract. Commission shall thereupon inspect the Work. If the Work is not acceptable to the Commission, the Commission shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Commission. Once the Work is acceptable to Commission, Commission shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Commission may be authorized or directed by law to retain.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Commission, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Commission. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Commission and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 Commission's Response. Upon receipt of a claim pursuant to this Section, Commission shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If Commission needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Commission shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Commission may request in writing additional documentation supporting the claim or relating to defenses or claims Commission may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Commission and the Contractor.

3.10.4.3 Commission's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Commission's written response, or Commission fails to respond within the time prescribed, the Contractor may so notify Commission, in writing, either within 15 days of receipt of Commission's response or within 15 days of Commission's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Commission shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Commission shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Commission issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Commission and the Contractor sharing the associated costs equally. Commission and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by Commission and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her

written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Commission's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Commission's failure to respond shall not waive Commission's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by Commission. In the event of damage proximately caused by an Act of God, the Commission may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Commission needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Commission or the Commission's agents, servants, or independent contractors who are directly responsible to the Commission, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Commission that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Commission to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: insurance limits to comply with Caltrans requirements as set forth below; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

The limits of liability must be at least the values shown in the following table:

Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Commission to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Commission, Caltrans, their officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Commission, Caltrans, their officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, Caltrans, their officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, Caltrans, their officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial

guarantee acceptable to the Commission guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the Commission. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Contract 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, and shall be on forms supplied or approved by the Commission. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Commission, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Commission in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Commission, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. Contractor shall execute and provide to Commission concurrently with this Contract a Payment Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.2 Performance Bond. Contractor shall execute and provide to Commission concurrently with this Contract a Performance Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.3 Bond Provisions. Should, in Commission's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Commission. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Commission, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Commission. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Commission, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory

evidence of such increase to the Commission. If Contractor fails to furnish any required bond, the Commission may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Commission.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Commission of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Commission in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Commission may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Commission, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Commission by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Commission. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Commission, the Commission shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor, or its Surety, shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand. Nothing in the warranty or in the this Contract shall be construed to limit the rights and remedies available to the Commission at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose,

which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Commission's Representative. The Commission hereby designates [***INSERT TITLE***], or his or her designee, to act as its representative for the performance of this Contract ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Commission ("Contractor's Representative"). Following approval by the Commission, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Commission, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Commission, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Commission's written approval.

3.17.3 Termination. This Contract may be terminated by Commission at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Commission for any reason other than the fault of Contractor, Commission shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Commission may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Commission's resulting damages, and may pursue any other available recourse against Contractor. In the event this Contract is terminated in whole or in part as provided, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated or make a claim under the Contractor's Performance Bond. Further, if

this Contract is terminated as provided, Commission may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Commission shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Commission, the matter shall be referred to Commission's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Commission all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Commission tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Global Builders, Inc.
23276 S Pointe Drive
Suite 206
Laguna Hills, CA 92653
Attn: Walid A Timory

COMMISSION:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor

Riverside, CA 92501
Attn: Executive Director

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Commission. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Commission may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.9 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in Riverside County, State of California.

3.17.10 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.11 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.12 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Commission shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.17.15 Certification of License.

3.17.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.19 Commission's Right to Employ Other Contractors. Commission reserves the right to employ other contractors in connection with this Project or other projects.

3.17.20 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Contract which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This Contract may be signed using an electronic signature.

[SIGNATURES ON NEXT PAGE]

DRAFT

**SIGNATURE PAGE FOR
CALL BOX REMOVAL CONTRACT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND [***INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

GLOBAL BUILDERS, INC.

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Aaron Hake
Executive Director

By: _____

Approved as to Form:

Its: _____

Printed Name: _____

Best Best & Krieger LLP
General Counsel

By: _____

Its: _____

Printed Name: _____

EXHIBIT “A”

SCOPE OF WORK / SCHEDULE

[TO BE INSERTED FROM IFB]

DRAFT

EXHIBIT “B”

SPECIAL CONDITIONS

2024 Caltrans Standard Specifications Section 7.1.03 Public Convenience, and Section 7.1.04 Public Safety are incorporated into this Contract as if fully set forth herein.

[INSERT ANY ADDITIONAL SPECIAL CONDITIONS FROM IFB]

DRAFT

EXHIBIT "C"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

GLOBAL BUILDERS, INC.

By: _____
Signature

Name (Print)

Title (Print)

DRAFT

DRAFT

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 9, 2025
TO:	Riverside County Transportation Commission
FROM:	Eric DeHate, Transit Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2024/25 Low Carbon Transit Operations Program Allocations

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the allocation of \$6,312,864 related to Fiscal Year (FY) 2024/25 Low Carbon Transit Operations Program (LCTOP) funds to eligible Riverside County transit operators; and
- 2) Authorize the Executive Director, or designee, to review the transit operators' projects to ensure consistency with the LCTOP guidelines and to execute and submit required documents to the California Department of Transportation (Caltrans) for LCTOP.

BACKGROUND INFORMATION:

The LCTOP program was established through Senate Bill (SB) 862 in 2014. LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities (DACs). LCTOP supports new or expanded transit services and expansion of intermodal transit facilities, with each project reducing greenhouse gas emissions. For agencies whose service areas include DACs, at least 50 percent of the total money received is to be expended on projects that will benefit these communities. Since FY 2015/16, SB 862 has continuously appropriated five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund for LCTOP.

LCTOP is administered by Caltrans in coordination with the California Air Resource Board and the State Controller's Office (SCO). Caltrans is responsible for ensuring that the statutory requirements of the program are met in terms of project eligibility, emissions reduction, disadvantaged community benefit, and other requirements of the law.

Funds are apportioned similar to the State Transit Assistance program formula, utilizing two categories for funding: population and transit operator revenues. Apportionments by population are directed to regional transportation planning agencies (RTPAs) such as RCTC to distribute under Public Utilities Code (PUC) 99313, and apportionments based on transit operator revenues under PUC 99314 are specified for each transit operator. Apportionments for both PUC 99313 and 99314 are determined by the SCO.

DISCUSSION:

The total estimated amount of formula LCTOP funds available to Riverside County for FY 2024/25 is \$7,342,378 (Attachment 1). Of this amount, \$6,312,864 is apportioned by population under PUC 99313, and are to be sub-allocated by the Commission. PUC 99314 provides \$1,029,514 directly to the transit operators as determined by the SCO. Transit operators apply for the LCTOP funds directly to Caltrans and funds are not required to flow through RCTC.

As the RTPA, the Commission has the following responsibilities related to LCTOP:

- Allocate PUC 99313 population based LCTOP amounts as published by the SCO to eligible projects within Riverside County;
- Provide a contributing sponsor letter to Caltrans for the PUC 99313 funds with a list of LCTOP projects that will be submitted by the public transit operators;
- Verify and approve amendments to a transit operator's project that requires the RTPA signature; and
- Coordinate with all transit operators to ensure that all funds identified for Riverside County are accounted for in eligible projects.

The SCO released the estimate for LCTOP funds on February 13, 2025, and project applications are due to Caltrans on April 24, 2025, with the RTPA contributing sponsor letter for PUC 99313 funds.

The Commission's policy to allocate LCTOP PUC 99313 funds to transit operators is based on local needs as requested by the transit operators. This process includes staff facilitated discussions with each transit operator and a review their priority projects to ensure that they are LCTOP-eligible. Staff also works towards identifying projects that are more regional and consistent across the county such as free fares for youth or other free/discounted programs. In addition, operating projects and capital projects that are under construction and/or construction ready that need additional funds are prioritized over other long-term capital projects.

Staff recommends approval of the FY 2024/25 LCTOP allocations as shown in Table 1. Four transit operators (cities of Banning, Beaumont, Corona, and Riverside) have opted out of their PUC 99314 funds because they have sufficient LCTOP funds from previous Commission allocations and do not need additional funding. When a transit operator opts out of their funds, staff coordinates between the agencies to ensure all funds in Riverside County are allocated to another eligible agency and project.

Table 1: FY 2024/25 LCTOP Allocations for Riverside County Transit Operators

Agency	PUC 99313 Funds	PUC 99314 Funds	Total LCTOP Allocation	Proposed Project Description
City of Banning	\$ -	\$ -	\$ -	Opt out - \$3,699 of PUC 99314 funds provided to RTA
City of Beaumont	-	-	-	Opt out - \$5,656 of PUC 99314 funds provided to RTA
City of Corona	-	-	-	Opt out - \$7,573 of PUC 99314 funds provided to RTA
City of Riverside	-	-	-	Opt out - \$8,764 of PUC 99314 funds provided to RTA
Palo Verde Valley Transit Agency	568,258	3,121	571,379	Two (2) Expansion Vehicles and Expanded Operations
RCTC Commuter Rail Program	1,300,000	-	1,300,000	SCRRA Service Optimization
SCRRA	-	470,999	470,999	Student/Youth Discount Program
Riverside Transit Agency	2,648,886	351,114	3,000,000	Implementation of Fare Promotions
SunLine Transit Agency	1,795,720	204,280	2,000,000	Microgrid Project Solar Panels
Total	\$6,312,864	\$1,029,514	\$7,342,378	

The projects listed above are expected to begin in FY 2025/26 and will be budgeted and programmed in each transit operator's Short Range Transit Plan.

Staff also recommends authorizing the Executive Director, or designee, to execute and submit documents related to the LCTOP program to Caltrans for approval, as needed. This may include any amendments to the transit operators' applications due to delays, scope changes, or programming modifications that require approval from the RTPA.

FISCAL IMPACT:

There is no financial impact for the allocation of these funds. LCTOP funds are distributed directly from the SCO to transit operators for their respective projects. RCTC-led projects will be included in the FY 2025/26 budget.

Attachment: LCTOP FY 2024/25 Estimates from SCO, Dated February 13, 2025



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

February 13, 2025

County Auditors
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Low Carbon Transit Operations Program

Pursuant to Health and Safety Code section 39719(b)(1)(B), the State Controller's Office shall allocate five percent of the annual proceeds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Operations Program. The allocation is made according to the requirements of the Low Carbon Transit Operations Program and pursuant to the distribution formula in sections 99312(b) or (c), 99313, and 99314 of the Public Utilities Code. Enclosed is a schedule that provides the amounts available for the Fiscal Year 2024-25 Low Carbon Transit Operations Program.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or by email at LRasmussen@sco.ca.gov with any questions or for additional information.

Sincerely,

Evelyn
Calderon-Yee

Digitally signed by Evelyn
Calderon-Yee
Date: 2025.02.13 07:56:39
-08'00'

Evelyn Calderon-Yee
Bureau Chief, Bureau of Payments

Enclosure

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
ELIGIBLE ALLOCATION FISCAL YEAR 2024-25 SUMMARY

Regional Entity	PUC 99313 Fiscal Year 2024-25 Eligible Allocation	PUC 99314 Fiscal Year 2024-25 Eligible Allocation	Total Fiscal Year 2024-25 Eligible Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 19,614,875	\$ 54,192,959	\$ 73,807,834
Sacramento Area Council of Governments	5,129,210	1,752,746	6,881,956
San Diego Association of Governments	2,459,899	602,434	3,062,333
San Diego Metropolitan Transit System	6,046,677	2,480,331	8,527,008
Tahoe Regional Planning Agency	279,814	15,981	295,795
Alpine County Transportation Commission	3,047	228	3,275
Amador County Transportation Commission	102,383	3,623	106,006
Butte County Association of Governments	532,266	28,832	561,098
Calaveras County Local Transportation Commission	115,904	1,410	117,314
Colusa County Local Transportation Commission	56,200	2,501	58,701
Del Norte County Local Transportation Commission	68,094	3,631	71,725
El Dorado County Local Transportation Commission	450,811	30,721	481,532
Fresno County Council of Governments	2,629,775	472,909	3,102,684
Glenn County Local Transportation Commission	74,275	2,114	76,389
Humboldt County Association of Governments	344,026	58,172	402,198
Imperial County Transportation Commission	472,696	44,086	516,782
Inyo County Local Transportation Commission	48,737	0	48,737
Kern Council of Governments	2,352,871	143,699	2,496,570
Kings County Association of Governments	394,498	15,720	410,218
Lake County/City Council of Governments	173,179	8,857	182,036
Lassen County Local Transportation Commission	72,881	3,318	76,199
Los Angeles County Metropolitan Transportation Authority	25,392,529	33,500,890	58,893,419
Madera County Local Transportation Commission	411,820	13,521	425,341
Mariposa County Local Transportation Commission	43,852	1,296	45,148
Mendocino Council of Governments	231,270	17,003	248,273
Merced County Association of Governments	742,598	35,225	777,823
Modoc County Local Transportation Commission	21,929	1,911	23,840
Mono County Local Transportation Commission	33,242	50,142	83,384
Transportation Agency for Monterey County	1,131,110	348,646	1,479,756
Nevada County Local Transportation Commission	258,930	12,289	271,219
Orange County Transportation Authority	8,144,028	2,925,753	11,069,781
Placer County Transportation Planning Agency	823,895	117,316	941,211
Plumas County Local Transportation Commission	48,699	7,581	56,280
Riverside County Transportation Commission	6,312,864	1,029,514	7,342,378
Council of San Benito County Governments	170,212	2,688	172,900
San Bernardino County Transportation Authority	5,638,394	1,193,958	6,832,352
San Joaquin Council of Governments	2,045,568	458,191	2,503,759
San Luis Obispo Area Council of Governments	719,765	49,803	769,568
Santa Barbara County Association of Governments	1,146,641	289,849	1,436,490
Santa Cruz County Transportation Commission	678,675	619,361	1,298,036
Shasta Regional Transportation Agency	463,169	24,108	487,277
Sierra County Local Transportation Commission	8,196	315	8,511
Siskiyou County Local Transportation Commission	112,200	4,817	117,017
Stanislaus Council of Governments	1,418,350	80,568	1,498,918
Tehama County Transportation Commission	166,218	3,455	169,673
Trinity County Transportation Commission	41,136	1,353	42,489
Tulare County Association of Governments	1,237,869	129,756	1,367,625
Tuolumne County Transportation Council	140,627	3,608	144,235
Ventura County Transportation Commission	2,129,456	348,170	2,477,626
State Totals	\$ 101,135,360	\$ 101,135,359	\$ 202,270,719

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2024-25 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	\$ NA	\$ 79,102
Santa Clara Valley Transportation Authority	NA	45,636
San Joaquin Regional Rail Commission	NA	255,559
Regional Entity Totals	0	380,297
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	36,084,647
Central Contra Costa Transit Authority	12,684,408	225,201
City of Dixon	123,850	2,199
Eastern Contra Costa Transit Authority	6,132,724	108,881
City of Fairfield	2,250,751	39,960
Golden Gate Bridge Highway and Transportation District	138,827,667	2,464,763
Livermore-Amador Valley Transit Authority	6,084,421	108,024
Marin County Transit District	23,726,064	421,235
Napa Valley Transportation Authority	1,722,522	30,582
Peninsula Corridor Joint Powers Board	144,681,126	2,568,686
City of Petaluma	739,065	13,121
City of Rio Vista	39,373	699
San Francisco Bay Area Water Emergency Transportation Authority (WETA)	39,452,081	700,437
San Mateo County Transit District	145,105,738	2,576,225
Santa Clara Valley Transportation Authority	439,800,215	7,808,266
City of Santa Rosa	2,483,478	44,092
Solano County Transit (SOLTRANS)	5,290,076	93,921
County of Sonoma	3,459,517	61,421
Sonoma-Marin Area Rail Transit District	29,993,581	532,510
City of Union City	1,879,467	33,368
City of Vacaville	402,817	7,152
Western Contra Costa Transit Authority	8,044,931	142,831
Regional Entity Subtotals	3,045,389,776	54,068,221
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	79,102
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	45,636
Regional Entity Totals	3,045,389,776	54,192,959
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	52,510
County of Sacramento	1,189,071	21,111
Sacramento Regional Transit System	88,543,261	1,572,008
Yolo County Transportation District	4,689,895	83,265
Yuba Sutter Transit Authority	1,343,449	23,852
Regional Entity Totals	98,723,306	1,752,746

* The estimated available amounts to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The estimated available amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
San Diego Association of Governments		
North County Transit District	33,932,036	602,434
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	602,897
San Diego Transit Corporation	62,951,421	1,117,647
San Diego Trolley, Inc.	42,794,978	759,787
Regional Entity Totals	139,704,540	2,480,331
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	2,107,718
Orange County Transportation Authority	NA	925,596
Riverside County Transportation Commission	NA	470,999
San Bernardino County Transportation Authority	NA	475,624
Ventura County Transportation Commission	NA	225,406
Regional Entity Totals	0	4,205,343
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	15,981
Alpine County Transportation Commission		
County of Alpine	12,816	228
Amador County Transportation Commission		
Amador Transit	204,076	3,623
Butte County Association of Governments		
Butte Regional Transit	1,601,714	28,437
City of Gridley - Specialized Service	22,232	395
Regional Entity Totals	1,623,946	28,832
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	1,410
Colusa County Local Transportation Commission		
County of Colusa	140,877	2,501
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	3,631
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	30,721

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	31,431
City of Fresno	22,991,076	408,186
Fresno County Rural Transit Agency	1,875,194	33,292
Regional Entity Totals	26,636,598	472,909
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	2,114
Humboldt County Association of Governments		
City of Arcata	213,054	3,783
Humboldt Transit Authority	3,063,481	54,389
Regional Entity Totals	3,276,535	58,172
Imperial County Transportation Commission		
Imperial County Transportation Commission (ICTC)	2,462,028	43,711
Quechan Indian Tribe	21,107	375
Regional Entity Totals	2,483,135	44,086
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	1,103
City of California City	25,760	457
City of Delano	279,451	4,961
Golden Empire Transit District	5,882,508	104,441
County of Kern	1,194,767	21,212
City of McFarland	12,106	215
City of Ridgecrest	159,250	2,827
City of Shafter	57,568	1,022
City of Taft	360,169	6,394
City of Tehachapi	28,252	502
City of Wasco	31,839	565
Regional Entity Totals	8,093,822	143,699
Kings County Association of Governments		
City of Corcoran	122,620	2,177
Kings County Area Public Transit Agency	762,823	13,543
Regional Entity Totals	885,443	15,720
Lake County/City Council of Governments		
Lake Transit Authority	498,852	8,857
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	3,318

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	360,886
City of Arcadia	1,607,131	28,533
City of Burbank	3,769,842	66,930
City of Claremont	456,234	8,100
City of Commerce	4,235,696	75,201
City of Culver City	15,278,536	271,257
Foothill Transit	67,815,955	1,204,013
City of Gardena	13,772,242	244,514
City of Glendale	8,225,171	146,031
City of La Mirada	874,670	15,529
Long Beach Public Transportation Company	60,542,189	1,074,873
City of Los Angeles	98,801,791	1,754,139
County of Los Angeles	6,316,927	112,151
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	23,653,343
City of Montebello	20,096,742	356,800
City of Norwalk	9,188,277	163,130
City of Pasadena	7,704,457	136,786
City of Redondo Beach	2,905,619	51,587
City of Santa Clarita	26,010,198	461,788
City of Santa Monica	47,544,183	844,105
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	363,476
Regional Entity Subtotals	2,005,084,609	31,393,172
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	2,107,718
Regional Entity Totals	2,005,084,609	33,500,890
Madera County Local Transportation Commission		
City of Chowchilla	524,476	9,312
City of Madera	169,785	3,014
County of Madera	67,286	1,195
Regional Entity Totals	761,547	13,521
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	1,296
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	17,003
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	18,200
Yosemite Area Regional Transportation System (YARTS)	958,913	17,025
Regional Entity Totals	1,984,038	35,225

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,911
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	50,142
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	348,646
Nevada County Local Transportation Commission		
County of Nevada	369,077	6,553
City of Truckee	323,083	5,736
Regional Entity Totals	692,160	12,289
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	33,915
Orange County Transportation Authority	110,748,483	1,966,242
Regional Entity Subtotals	112,658,754	2,000,157
Orange County Transportation Authority - Corresponding to SCRRA***	NA	925,596
Regional Entity Totals	112,658,754	2,925,753
Placer County Transportation Planning Agency		
City of Auburn	21,830	388
County of Placer	5,410,141	96,052
City of Roseville	1,175,827	20,876
Regional Entity Totals	6,607,798	117,316
Plumas County Local Transportation Commission		
County of Plumas	346,829	6,157
County Service Area 12 - Specialized Service	80,198	1,424
Regional Entity Totals	427,027	7,581
Riverside County Transportation Commission		
City of Banning	208,349	3,699
City of Beaumont	318,557	5,656
City of Corona	426,555	7,573
Palo Verde Valley Transit Agency	175,762	3,121
City of Riverside - Specialized Service	493,635	8,764
Riverside Transit Agency	18,329,390	325,422
Sunline Transit Agency	11,506,078	204,280
Regional Entity Subtotals	31,458,326	558,515
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	470,999
Regional Entity Totals	31,458,326	1,029,514

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	2,688
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	18,247
Mountain Area Regional Transit Authority	564,732	10,026
City of Needles	58,190	1,033
Omnitrans	34,279,207	608,597
Victor Valley Transit Authority	4,530,204	80,430
Regional Entity Subtotals	40,460,120	718,334
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	475,624
Regional Entity Totals	40,460,120	1,193,958
San Joaquin Council of Governments		
Altamont Corridor Express (ACE)*	21,420,132	NA
City of Escalon	51,911	922
City of Lodi	887,825	15,763
City of Manteca	77,826	1,382
City of Ripon	44,345	787
San Joaquin Regional Transit District	10,156,807	180,325
City of Tracy	194,489	3,453
Regional Entity Subtotals	32,833,335	202,632
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	255,559
Regional Entity Totals	32,833,335	458,191
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	671
City of Morro Bay	42,401	753
City of San Luis Obispo Transit	821,105	14,578
San Luis Obispo Regional Transit Authority	1,903,882	33,802
Regional Entity Totals	2,805,171	49,803
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	1,234
City of Lompoc	136,501	2,423
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	28,770
Santa Barbara Metropolitan Transit District	13,488,703	239,480
City of Santa Maria	906,214	16,089
City of Solvang	104,313	1,852
Regional Entity Totals	16,325,709	289,849

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Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2024-25 Eligible Allocation
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	619,361
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	24,108
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	315
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	4,817
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	75,354
City of Turlock	293,666	5,214
Regional Entity Totals	4,538,011	80,568
Tehama County Transportation Commission		
County of Tehama	194,589	3,455
Trinity County Transportation Commission		
County of Trinity	76,212	1,353
Tulare County Association of Governments		
City of Porterville	846,792	15,034
City of Tulare	589,094	10,459
County of Tulare	1,191,032	21,147
Tulare County Regional Transit Agency	290,035	5,149
City of Visalia	4,391,535	77,968
Regional Entity Totals	7,308,488	129,756
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	3,608
Ventura County Transportation Commission		
City of Camarillo	751,079	13,335
Gold Coast Transit District	4,272,461	75,854
City of Moorpark	299,991	5,326
City of Simi Valley	1,167,392	20,726
City of Thousand Oaks	423,749	7,523
Regional Entity Subtotals	6,914,672	122,764
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	225,406
Regional Entity Totals	6,914,672	348,170
STATE TOTALS	\$ 5,696,443,829	\$ 101,135,359

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