



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: April 28, 2025
Location: BOARD ROOM - County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501
TELECONFERENCE SITE
LARGE CONFERENCE ROOM – French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Joseph Morabito, **Chair** / Dustin Nigg, City of Wildomar
Michael Vargas, **Vice Chair** / Elizabeth Vallejo, City of Perris
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Wes Speake / Jim Steiner, City of Corona
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Brian Berkson / Armando Carmona, City of Jurupa Valley
Fia Sullivan / Kevin Bash, City of Norco
Chuck Conder / Patricia Lock Dawson, City of Riverside
Jose Medina, County of Riverside, District I
Karen Spiegel, County of Riverside, District II

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

Air Quality, Capital Projects, Communications and Outreach Programs, Intermodal Programs, Motorist Services, New Corridors, Regional Agencies/Regional Planning, Regional Transportation Improvement Program (RTIP), Specific Transit Projects, State Transportation Improvement Program (STIP)

Transportation Uniform Mitigation Fee (TUMF) Program and Provide Policy Direction on Transportation Programs and Projects related to Western Riverside County and other areas as may be prescribed by the Commission.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

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AGENDA*

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

1:30 p.m.

Monday, April 28, 2025

BOARD ROOM

**County Administrative Center
4080 Lemon Street, First Floor
Riverside, California 92501**

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

**French Valley Airport
37600 Sky Canyon Drive
Murrieta, California 92563**

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 Committee may, either at the direction of the Chair or by majority vote of the Committee, 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. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee 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 Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **ADDITIONS/REVISIONS** *(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee 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 24, 2025**

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7. **AMENDMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION TRAFFIC AND REVENUE STUDIES**

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 14 to Agreement No. 15-31-048-13 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.

8. AMENDMENT TO AGREEMENT WITH RAILPROS, INC. TO PROVIDE ON-CALL RAILROAD FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S CAPITAL PROJECTS AND METROLINK STATION MAINTENANCE ACTIVITIES

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

9. INTERSTATE 15 SMART FREEWAY PILOT PROJECT MAINTENANCE SERVICES AGREEMENT WITH ITERIS, INC.

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

10. EXECUTIVE DIRECTOR REPORT

11. COMMISSIONER COMMENTS

Overview

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

12. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, July 28, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, February 24, 2025

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Wes Speake at 1:30 p.m. in the Board Room located at 4080 Lemon Street, Riverside, CA 92501. Additional teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA 92563.

2. ROLL CALL

Members/Alternates Present

Chuck Conder
Sheri Flynn*
Linda Krupa*
Clint Lorimore
Joseph Morabito
Wes Speake
Karen Spiegel
Fia Sullivan
Michael Vargas
Lloyd White

Members Absent

Brian Berkson
Jose Medina

*Arrived after the meeting was called to order.

**Joined the meeting at French Valley.

3. PLEDGE OF ALLEGIANCE

Commissioner Fia Sullivan led the Western Riverside County Programs and Projects Committee 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** - *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.*

M/S/C (Morabito/Vargas) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – SEPTEMBER 23, 2024

6B. 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.

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

David Thomas, Toll Project Delivery Director, presented an update for State Route 91 improvements east of Interstate 15 and an agreement with Parsons Transportation Group Inc., highlighting the following:

- Background including the schematic of the express lanes to I-15/Cajalco Rd.
 - ✓ 91 CIP Approved in 2012
 - ✓ Future Phase of 91 CIP
 - ✓ 91 Implementation Plan
 - ✓ Measure A Commitment
- Discussion including the schematic of the schematic of the express lanes to I-15/Cajalco Rd.
 - ✓ Define Scope
 - McKinley Access

- ELC/EB 2.0
- Caltrans New Aux Lane
- ✓ Support other efforts
 - 91 Implementation Plan
 - Programming
 - Prioritizing
 - 15/91 ETC
 - WB EL Entrance
- ✓ Parsons Amendment
 - PCM for 91 CIP, ELC

In response to Chair Speake's question if the Caltrans auxiliary lane project is only in the westbound, David Thomas replied only westbound.

Chair Speake clarified that is probably State Highway Operation and Protection Program (SHOPP) based due to the accidents there.

David Thomas replied yes, it is fully a SHOPP safety project.

Chair Speake stated this is one of those projects even though they are just looking at the geometrics of it he has been pushing since the first day he sat on this Commission to see this project go forward, so this is a great first step.

M/S/C (Speake/White) for the Committee to recommend the Commission take the following action(s):

- 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 Linda Krupa joined the meeting.

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

John Tarascio, Senior Capital Projects Manager, presented an update for the SR-60/Potrero Boulevard Interchange Project – Phase II including the agreements and the amendments, highlighting the following areas:

- A map of the Project and location description
 - ✓ In the city of Beaumont at the western end of the San Gorgonio Pass area of Riverside County on SR-60, between Jack Rabbit Trail and the SR-60/I-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 lanes;
 - Adding two new diagonal on-ramps;
 - Adding two new loop on-ramps;
 - Adding two 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
- 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 Lloyd White asked about the significance of John Tarascio mentioning the Commission Transportation Commission (CTC) meeting in June regarding the funding.

John Tarascio replied that RCTC has a large portion of funding from the CTC for \$33.5 million, there is a submittal that goes to the CTC and staff has to take an item to their Board and the CTC has to approve the item to release the funds for the project.

In response to Commissioner White's question is it possible they might not approve it, John Tarascio replied that it is possible, but staff is anticipating that they vote yes.

Aaron Hake, Executive Director, stated if they have all their paperwork in and do everything that they are supposed to do the CTC should approve it. Things have happened that he would not have expected recently but it should happen as long as staff does their part to get all the work in on time.

In response to Commissioner White's question that construction plans to start in early 2026, Aaron Hake replied yes.

Commissioner White asked about the time limit as far as they do not lose the money if they get it all done in time.

John Tarascio replied from the time the CTC awards those funds they have to award a construction contract six months after that so they will be in a rush to get the contractor on board.

Commissioner White expressed this is going to be amazing and make a difference in Beaumont it is going to open the entire side of the city, and it will also give them a good escape route if a train breaks down in the city, they are looking forward to this project.

Chair Speake asked where the June CTC meeting will be held.

Aaron Hake replied that the CTC will be held in Sacramento.

M/S/C (White/Conder) for the Committee to recommend the Commission take the following action(s):

- 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.**

At this time, Commissioner Sheri Flynn joined the meeting.

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

Joie Edles Yanez, Capital Projects Manager, presented an update for the I-10 and SR-79 Interchange Project funding and cooperative agreement with the city of Beaumont, highlighting the following:

- A map of the project location
- Project background
 - ✓ Significance
 - Critical transportation hub for commuters (Western Riverside County, Orange and Los Angeles Counties)
 - Key corridor for freight traffic across California and the Western U.S.
 - ✓ Project purpose
 - Reduce congestion and improve local traffic circulation along the I-10/SR-79 interchange
 - Integrate multimodal transportation options, ensuring seamless connectivity between different modes of travel
- Project initiation and funding plan
 - ✓ In October 2024, the city of Beaumont requested RCTC to lead all project phases including a project initiation document (PID), project approval and environmental document (PA&ED), plans, specifications, and estimates (PS&E), and construction
 - ✓ RCTC to allocate from Transportation Uniform Mitigation Fund (TUMF) Regional Arterials funds for the PID phase
 - ✓ City of Beaumont to fund all subsequent project phases
 - ✓ Cooperative agreement for PID phase between the City and RCTC is in development
 - ✓ Prepare a PID to evaluate potential alternatives and proposed improvements
- RCTC and city of Beaumont cooperative agreement
 - ✓ Cooperative agreement between RCTC and the city of Beaumont
 - ✓ RCTC to lead all project phases including PA&ED, PS&E, ROW and Construction on behalf of the City
 - ✓ PID to be funded using RCTC's TUMF Regional Arterial funds
 - ✓ City is responsible for funding all future project phases
 - ✓ Amendment to this agreement is anticipated for future project phases
- Next steps
- Fiscal impact

M/S/C (Vargas/Speake) for the Committee to recommend the Commission take the following action(s):

- 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.**

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

Monica Morales, Senior Management Analyst, presented the Measure A Specialized Transit Fiscal Years 2024/25 – 2026/27 Awards – Amendment 2, highlighting the following:

- Program overview
 - ✓ Targets seniors, persons with disabilities, low-income populations, or those that are “truly needy” that cannot be served on the existing transportation network
 - ✓ Support expansion and extension of services for areas/special populations without alternate service options
- Call for project funding and awards
- Call for projects awards - Five agencies seeking amendments for Amendment 2

M/S/C (Spiegel/White) for the Committee to recommend the Commission take the following action(s):

- 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.

11. ELECTION OF OFFICERS FOR THE WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Lisa Mobley, Administrative Services Director/Clerk of the Board, announced this item is for the committee to conduct an election of officers for Chair and Vice Chair for 2025 for the Western Riverside County Programs and Projects Committee.

At this time, Chair Speake opened nominations for the Chair position for 2025.

Commissioner Karen Spiegel, seconded by Commissioner Lloyd White nominated Commissioner Joseph Morabito for the Chair position for 2025.

No other nominations were received. The Chair closed the nominations. Commissioner Morabito was elected as the Western Riverside County Programs and Projects Committee's Chair for 2025.

At this time, Chair Speake opened nominations for the Vice Chair position for 2025.

Commissioner Karen Spiegel, seconded by Commissioner Lloyd White nominated Commissioner Michael Vargas for the Vice Chair position for 2025.

No other nominates were received. The Chair closed the nominations. Commissioner Vargas was elected as the Western Riverside County Programs and Projects Committee's Vice Chair for 2025.

12. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- Thanked the Commissioners for their attendance at its February 20-21, 2025, Commission and Workshop meetings and for also being here today. The RCTC Management Team will be meeting on February 25 to go over everything and make a plan.
- This committee meeting and the RCTC Budget and Implementation Committee meeting that was held this morning both had more agenda items than typical so do expect a substantive Commission meeting on March 12th

13. COMMISSIONER COMMENTS

- 13A.** Commissioner White announced the city of Beaumont is hosting the LPGA Golf Tournament which they have hosted for four years they have created the city cup and there are three golfers that get to play with one of the professional woman golfers and there is a cup that gets passed around. Currently they have the cities of Beaumont, Banning and San Jacinto and are trying to open it up and expand it and to let them know if they are interested.

14. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:03 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tara S. Byerly".

Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Jeff Dietzler, Capital Projects Manager
THROUGH:	David Thomas, Toll Project Delivery Director
SUBJECT:	Amendment with Stantec Consulting Services, Inc., for the Interstate 15 Express Lanes Project Southern Extension Traffic and Revenue Studies

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 14 to Agreement No. 15-31-048-13 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.

BACKGROUND INFORMATION:

A T&R report is used to estimate the potential traffic and revenue of a toll facility. The T&R studies, also referred to as forecasts, generally develop conservative estimates to ensure toll operators generate sufficient funds to support operations and maintenance, required repair and rehabilitation and any financing obligations for the facility.

A T&R study starts with developing a 50+ year traffic simulation model incorporating the regional traffic model with yearly traffic volume outputs based on programmed corridor projects, land development projects, and regional growth. This traffic model is then used as the basis to evaluate the proposed toll project year-on-year revenues to evaluate potential gross toll revenue, the ability to support ongoing operations and maintenance costs (O&M), and the potential yearly surplus toll revenue.

Back in 2010, the Commission procured Stantec to provide an investment grade T&R study to evaluate the traffic operations of the proposed State Route 91 Corridor Improvement Project (CIP) express lanes and to model the year-on-year toll revenues generated by the project. An investment grade T&R study is a higher grade study which is evaluated by outside investors and upon which the Commission can base prospective finance terms. Stantec is one of few traffic modeling firms whose T&R studies can be considered 'investment grade'.

Based upon the success of the SR-91 CIP project, in 2015 the Commission retained the services of Stantec to perform a similar investment grade T&R study for the I-15 Express Lanes Project (ELP) in support of ELP project financing. Stantec's work was instrumental in securing the TIFIA loan needed to deliver the ELP design-build project.

For both the SR-91 CIP and I-15 ELP express lanes corridors, Stantec's respective contracts for each project have been amended yearly on a recurring contract basis to support the Commission's tolling operations group with ongoing updates to each corridor's traffic and revenue models. Their in-depth knowledge and established financial models provide essential revenue data in support of the Commission's on-going operations and future expansion planning.

DISCUSSION:

The current 15 ELPSE is the next planned expansion of the Commission's tolled express lanes network, proposing to extend the current I-15 ELP lanes south from their current termini at Cajalco Road in the City of Corona approximately 15 miles south to SR-74 in the city of Lake Elsinore. The 15 ELPSE began its Project Approval and Environmental Document phase in 2019 with an anticipated completion by the end of 2025.

In April 2024, the Commission procured the services of a Project and Construction Management (PCM) consultant (Parsons) to analyze the viability of delivering the 15 ELPSE project utilizing Progressive Design Build (PDB) delivery. One of the key characteristics of PDB is that the proposed project can be delivered in segments as project funding becomes available.

As the ELPSE is an extension of the already opened to traffic ELP express lanes, the potential traffic and toll revenue impacts of adding the ELPSE express lanes is best evaluated using the existing Stantec I-15 traffic model. In support of the 15 ELPSE PDB delivery, Stantec has provided a cost estimate to support PDB delivery options with traffic and revenue analysis in the following ways:

1. During the initial design stage of PDB, evaluate scoping concepts by providing traffic and toll revenue analyses to determine the scope and configuration of the first construction segment which maximizes the traffic benefits for the available project funding.
2. Once the initial project delivery segment is identified, Stantec would then produce an updated investment grade T&R in support of the Commission financing the delivery of either the initial project segment, or future segments, as needed.


Staff has reviewed the cost estimate proposed by Stantec for these efforts and find it to be fair and reasonable.

With Stantec's long history and in-depth knowledge of both the SR-91 and I-15 express lanes traffic operations, and the already produced traffic and revenue models currently used by tolling operations, it is in the Commission's best interest to sole-source this ELPSE T&R scope to Stantec. The proposed contract amendment is valued at \$820,000.

Staff recommends the Commission approve Amendment No. 14 to Agreement No. 15-31-048-13 with Stantec to provide T&R studies and financing support for the 15 ELPSE for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040. Additionally, staff recommends authority for the Chair or Executive Director to execute the agreement on behalf of the Commission, pursuant to legal counsel review.

FISCAL IMPACT:

Costs for this proposed amendment will be paid from I-15 surplus toll revenue funds. Anticipated expenditures for Fiscal Year 2025/26 have been included in the proposed budget.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025-26	Amount:	\$820,000
Source of Funds:	I-15 Surplus toll revenue			Budget Adjustment:	N/A
GL/Project Accounting No.:	153044 65520 00000 0000 515 31 65520				
Fiscal Procedures Approved:				Date:	04/18/2025

Attachments:

- 1) Stantec Scope of Work and Budget Detail
- 2) Stantec Draft Agreement No. 15-031-048-14

AMENDMENT NO. 14
TO
AGREEMENT FOR
INVESTMENT GRADE TRAFFIC AND REVENUE STUDY SERVICES

1. PARTIES AND DATE

This Amendment No. 14 to Agreement for Investment Grade Traffic and Revenue Study Services is made and entered into as of this _____ day of 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and STANTEC CONSULTING SERVICES INC. ("Consultant"), a New York corporation.

2. RECITALS

- 2.1 Commission and Consultant have entered into that certain Agreement for Investment Grade Traffic and Revenue Study Services for the 1-15 Express Lanes Project (ELP), dated April 8, 2015 (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into Amendment No. 1, dated November 16, 2016, for the purpose of providing additional traffic and revenue study work, revising the Schedule of Services and for providing additional compensation for additional services.
- 2.3 The Commission and the Consultant have entered into Amendment No. 2, dated June 23, 2017, for the purpose of revising the Scope of Services to provide additional traffic and revenue study work and to provide additional compensation for the additional services.
- 2.4 The Commission and the Consultant have entered into Amendment No. 3, dated March 27, 2018, for the purpose of providing a traffic and revenue impact analysis to determine if design modifications to the ELP will impact revenue projections and to collect pre-construction traffic data in order to prepare a

future "Before and After Study", and to provide additional compensation for the additional services.

- 2.5 The Commission and the Consultant have entered into Amendment No. 4 dated March 27, 2018, for services related to the Interstate 15/Route 91 Express Lanes Connector Project (ELC) and to include mandatory Caltrans provisions related to the State funding for the ELC.
- 2.6 The Commission and the Consultant have entered into Amendment No. 5, dated July 13, 2018, for the purpose of providing continued support of the ELP and additional funding for such support.
- 2.7 The Commission and the Consultant have entered into Amendment No. 6, dated July 11, 2018, for the purpose of providing continued support of the ELC and additional funding for such support.
- 2.8 The Commission and the Consultant have entered into Amendment No. 7, dated June 28, 2019, for the purpose of revising the Consultant's labor rates, labor classifications and Other Direct Cost rates, and additional funding for continued support of the ELP.
- 2.9 The Commission and the Consultant have entered into Amendment No. 8, dated June 29, 2020, for the purpose of extending the term and providing continued support of the ELP and additional funding for such support.
- 2.10 The Commission and the Consultant have entered into Amendment No. 9, dated April 28, 2022, for the purpose of providing additional funding for the continued support of the ELC.
- 2.11 The Commission and the Consultant have entered into Amendment No. 10, dated June 29, 2022, for the purpose of extending the term and providing additional compensation for the continued support of the ELP.
- 2.12 The Commission and the Consultant have entered into Amendment No. 11, dated June 30, 2023, for the purpose of extending the term, including additional services and providing additional compensation for continued support of the ELP.

- 2.13 The Commission and the Consultant have entered into Amendment No. 12, dated August 28, 2023, for the purpose of adding Fehr & Peers as a subconsultant to the Consultant.
- 2.14 The Commission and the Consultant have entered into Amendment No. 13, dated June 30, 2024, for the purpose of extending the term, including additional services and providing additional compensation for continued support of the ELP.
- 2.15 The Commission and Consultant now desire to amend the Master Agreement in order to include additional traffic and revenue study services required by the Commission for the I-15 Express Lanes Project Southern Extension (ELPSE) and to provide compensation for such additional services.

3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include investment grade traffic and revenue study services for the ELPSE project, as set forth in detail in Exhibit "A" attached to this Amendment No. 14 and incorporated herein by reference.
- 3.2 The maximum compensation for Services performed pursuant to this Amendment No. 14 shall be Eight Hundred Twenty Thousand Dollars (\$820,000) as further detailed in the attached Exhibit "A". Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.3 The Consultant shall continue to perform the Services, as that term is defined in the Master Agreement, as previously amended by Amendments Nos. 1 through 13, for the continued support of the ELP.
- 3.4 Except as amended by this Amendment No. 14, 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.

- 3.5 The recitals above are true and correct and are incorporated into this Amendment No. 14 by reference, and are hereby expressly made a part of this Amendment No. 14.
- 3.6 This Amendment No. 14 may be executed in one or more counterparts, each of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.
- 3.7 This Amendment No. 14 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 14
TO AGREEMENT FOR
INVESTMENT GRADE TRAFFIC AND REVENUE STUDY SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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>STANTEC CONSULTING SERVICES INC.</p> <p>By: _____ Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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* A corporation requires the signatures of two corporate officers.

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

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

Exhibit "A"

Scope of Services

ELP + ELPSE Traffic and Revenue Studies

- 1) **Traffic and Revenue Sensitivities and Additional Forecasts for the I-15 ELP and ELPSE.**
Stantec will test impacts of various phasing and alternative ELPSE configurations as suggested by the RCTC and its PCM. This budget assumes full T&R forecasts for up to 5 scenarios that require varying degrees of effort.
 - Scenario 1: a change to the ELP+ELPSE toll policy. This scenario would require additional data collection and model validation to develop the T&R forecast. The cost of this scenario is estimated to be \$190,000.
 - Scenario 2: a substantial change vs. the current ELPSE assumptions and is estimated to cost \$100,000.
 - Scenarios 3 to 5: The remaining 3 scenarios are assumed to be relatively minor changes to phasing or configuration vs. the current scenarios and collectively cost \$125,000.
 - All scenarios assume that our sub-consultant Fehr & Peers will update and run the ELPSE simulation model (more runs for the scenarios with greater changes). The costs for the scenarios above include approximately \$110,000 of budget for Fehr & Peers.
 - We assume \$65,000 of budget to refresh various elements of the forecast that have changed in the recent past or are expected to change before we complete the T&R study. The changes include increasing the maximum toll charged to \$14, incorporating ELP performance from the latter half of 2024 and 2025, and incorporating findings following the widening of the SB 15 at Cajalco (Cajalco trap lane).

In addition to sensitivities requested by the RCTC, we also assume \$50,000 of budget for continuing participation in project development team meetings, presentation development, and a modest contingency budget. **Estimated FY 2026 Budget: \$530,000**
- 2) **T&R study documentation and Financing Support.** We anticipate T&R study documentation in the form of a report, and effort related to financing (Rating Agency reviews and sensitivities, and bond certificates). The cost of rating agency reviews and sensitivities can vary greatly depending on the nature of Rating Agency requests. Should the project be financed with municipal debt, we estimate that we will expend approximately \$225,000 to support this effort. **Estimated FY 2026 Budget: \$225,000**
- 3) **Traffic Study Support – 15 Ingress / Egress.** We would work with the RCTC and its consultants to evaluate access to/ from planned express lanes along I-15 south of SR 74 / Lake Elsinore. Stantec would provide traffic forecasts, update travel demand models, and review analyses on an as needed basis. **Estimated FY 2026 budget: \$65,000.**

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	John Tarascio, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Amendment to Agreement with RailPros, Inc. to provide On-Call Railroad Flagging Services for the Riverside County Transportation Commission's Capital Projects and Metrolink Station Maintenance Activities

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

BACKGROUND INFORMATION:

When the Commission's capital projects encroach into or over railroad right of way, the presence of a railroad flagger is required per Federal Railroad Administration regulations, 49 CFR Part 214. The flagger plays a critical role in ensuring safety by coordinating communication between railroad personnel, contractor teams, dispatchers, and train operators. Their primary responsibility is to prevent construction crews from inadvertently entering active track areas without proper authorization. Flagging duties can only be carried out by individuals who are qualified and approved by the operating railroad. This ensures that the safety of all parties involved is maintained throughout the construction process. Currently, RailPros is the only firm between BNSF, UP and SCRRA approved to provide flagging services. Consequently, the Commission is required to enter into a sole source agreement with Railpros for these flagging services.

At its April 24, 2023, Commission meeting, the Commission approved the award of Agreement No. 23-31-061-00 with RailPros, Inc. to provide railroad flagging services for work performed in

and around BNSF and UP right of way for an amount not to exceed \$2,400,000. Since that time, one no-cost amendment to the agreement has been made as follows:

- Amendment-1: A no-cost amendment to the agreement was issued to include flagging services on rail lines operated by SCRRA, including the Perris Valley Line.

DISCUSSION:

Railroad flagging services are currently being used on all Commission projects where work is required in or near active rail lines. These services are also utilized as needed to support maintenance activities at each of the Commission's nine Metrolink stations in Riverside County. Below is a list of current and upcoming projects, as well as Metrolink stations, where railroad flagging services are required.

Table 1: Current and Future Railroad Flagging Usage

	Capital Projects	Utilization
1	State Route 71/91 Interchange Project	Current
2	Moreno Valley/March Field Metrolink Station Improvement Project	Current
3	Santa Ana River Trail 2, Phase 6 Project	Future
4	Perris-South Metrolink Station & Layover Facility Expansion Project	Future
5	Perris Valley Line Double Track Project	Future
6	Coachella Valley Rail - Tier II Study	Future
7	Mead Valley Metrolink Station Project	Future
	Metrolink Station Maintenance	Utilization
8	Jurupa Valley/Pedley Station	Current
9	Riverside – La Sierra Station	Current
10	Riverside – Hunter Park Station	Current
11	Riverside – Downtown Station	Current
12	Moreno Valley/March Field Station	Current
13	Perris – Downtown Perris Station	Current
14	Perris – South Perris Station	Current
15	Corona – North Main Corona Station	Current
16	Corona – West Corona Station	Current


The Moreno Valley/March Field Metrolink Station Improvement Project (currently in the closeout stage) and State Route 71/91 Interchange Project (currently on-going) together used 90 percent of the original railroad flagging agreement budget. Additional funding is needed to continue providing flagging services for these active projects, ongoing maintenance activities, and future projects. Table 2 shows the railroad flagging expenditures by project/location as of March 31, 2025.

Table 2: Current Railroad Flagging Expenditures

Project/Metrolink Station	Total Expended
State Route 71/91 Interchange Project	\$953,440
Moreno Valley/March Field Metrolink Station Improvement Project	\$1,215,916
Jurupa Valley/Pedley Station	\$15,905
Riverside – La Sierra Station	\$16,040
Corona – North Main Corona Station	\$26,762
Riverside – Downtown	\$24,395
General Station Rehab (All Stations)	\$101,655
Total	\$2,354,113

FISCAL IMPACT:

Funding for this agreement is provided by individual projects and station maintenance activities requiring flagging services, utilizing a variety of local, state and federal funds.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$ 406,600 \$ 1,593,400
Source of Funds:	Various			Budget Adjustment:	No
GL/Project Accounting No.:	XXXXX 81304 00000 0000 XXX 31 81301 (Various Projects/Funds)				
Fiscal Procedures Approved:				Date:	04/17/2025

Attachment: Draft Amendment No. 23-31-061-02 with RailPros, Inc.

**AMENDMENT NO. 2 TO
AGREEMENT FOR ON-CALL RAIL FLAGGING SERVICES
WITH RAILPROS, INC.**

1. PARTIES AND DATE

This Amendment No. 2 to the Agreement for on-call railway flagging services is made and entered into as of this _____ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and RAILPROS, INC., a California corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into Agreement No. 23-31-061-00 dated May 15, 2023 for the purpose of providing on-call railway flagging services (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into an Agreement No. 1 to the Master Agreement, dated April 01, 2024, in order to revise the scope of work and fee schedule to include work performed on, over or under Southern California Regional Rail Authority's ("SCRRA") right of way.
- 2.3 The Commission and the Consultant have entered into an Agreement No. 2 to the Master Agreement, in order to include Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) requirements to Federalize the Agreement and to be eligible for federal funding reimbursements.
- 2.4 The Commission and the Consultant now desire to amend the Master Agreement in order to provide additional compensation for the remaining term of the agreement.

3. TERMS

- 3.1 The maximum compensation for Services performed pursuant to this Amendment No. 2 shall be Two Million Dollars (\$2,000,000).

- 3.2 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 3, shall be Four Million, Four Hundred Thousand Dollars (\$4,400,000).
- 3.3 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, 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.
- 3.4 The recitals set forth above are incorporated herein by reference and are expressly made a part of this Amendment No. 2.
- 3.5 This Amendment No. 2 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. 2 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. 2 may be signed using an electronic signature.
- 3.7 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 23-31-061-02**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

RAILPROS, INC.

By: _____
Aaron Hake, Executive Director

Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
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 RCTC.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	John Tarascio, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Interstate 15 SMART Freeway Pilot Project Maintenance Services Agreement with Iteris, Inc.

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

BACKGROUND INFORMATION:

At the Annual Commission Workshop held on January 31, 2020, staff gave a presentation to the Commission outlining the current state of technology-based traffic management strategies, referred to as “SMART Freeways”. The Commission then directed staff to initiate a feasibility study for a pilot project along Interstate 15, from the San Diego County line to Winchester Road in Temecula. The proposed pilot project would evaluate a traffic control approach using a software called STREAMS, developed by an Australian company called Transmax Pty Ltd (Transmax).

The Interstate 15 Corridor Ad Hoc Committee subsequently received an update on the Project status on September 28, 2020, that outlined the framework for the next steps to be taken after completing the feasibility study.

At its May 12, 2021, Commission meeting, the Commission awarded Agreement No. 21-31-063-00 to WSP USA Inc. (WSP), to provide professional services for preliminary engineering, environmental documents, final design, construction support, and operation support services for the Project. In addition, the Commission approved Agreement No. 21-31-059-00 with Caltrans to obtain State Highway Operation and Protection Program (SHOPP) Minor Funds contribution of \$1.2 million towards the Project’s construction.

At its November 9, 2022, Commission meeting, the Commission approved the award of Agreement No. 22-31-098-00 to Anser Advisory for construction management services, materials testing, and construction surveying for the Project.

At its September 13, 2023, Commission meeting, the Commission approved the award of Agreement No. 23-031-035-00 and Agreement No. 23-031-034-00 to Transmax for comprehensive professional services and for Software as a Service (SaaS), respectively.

At its September 11, 2024, Commission meeting, the Commission approved the award of Agreement 24-31-054-00 to Granite Construction Company Inc. for construction of project.

At its September 11, 2024, Commission meeting, the Commission approved the award of Agreement 24-31-044-00 to WSP USA Inc. for Intelligent Transportation System (ITS) operations support for the Project during the pilot period.

In December 2024, staff issued a notice to proceed to begin construction of the Project. Construction is currently ongoing and expected to be completed in the 3rd quarter of 2025. Commissioning of the Smart Freeway system and the start of the 2-year pilot period is anticipated in the 4th quarter of 2025.

DISCUSSION

Project Scope

The scope of the Project is to install and configure field devices and software to implement active traffic management strategies to the northbound direction of I-15 from the San Diego County line to Winchester Road in the city of Temecula for a two-year evaluation period (pilot period). The integrated traffic management system to be piloted was developed in Australia by the Victoria Department of Transport and Planning (VicRoads) and implemented there by Transmax. The Project will be a first-of-a-kind implementation in California.

The Project will include the following elements:

- 1) Construction (Civil improvements and the installation/configuration of the ITS elements)
 - Improvements to the I-15 northbound entrance ramps at Temecula Parkway and Rancho California Road, including pavement widening, barriers, and miscellaneous civil improvements;
 - Installation of ITS elements, which includes enhanced traffic detection devices consisting of traditional loop detectors, TIRTLs (The Infra-Red Traffic Logger) and Coordinated Adaptive Ramp Metering (CARM) at northbound Temecula Parkway, Rancho California Road, and Winchester Parkway; and
 - Implementation of the STREAMS software platform provided by Transmax to monitor and operate the CARM system during the two-year pilot period.

Award of the agreement related to the construction work was approved at the September 11, 2024 meeting.

2) ITS Operations Services During 2-Year Pilot Period

- Upon completion of the civil improvements and the installation and configuration of the ITS elements and software, the system will be in operation for two years during the pilot period. ITS operations services are required to oversee the CARM system and monitor ITS devices to ensure continuous operation. This involves system dashboard monitoring, software functionality checks, identifying and diagnosing malfunctions, and coordinating with ITS maintenance contractor for repairs. The ITS operations team is responsible for ensuring the CARM system is functioning as designed 24 hours a day / 7 days a week.

Award of the agreement related to the ITS operations services was approved at the September 11, 2024 meeting.

3) Maintenance Services During 2-Year Pilot Period

- In addition to the ITS operations services, maintenance services of the civil improvements and ITS elements are required during the Smart Freeway pilot period support continued operations during the Smart Freeway pilot period. This involves asset and spare part management, regular field inspections, preventative maintenance, malfunction troubleshooting and field repairs. Caltrans will remain the lead for emergency responses, freeway accidents and other first response incidents.

Award of the agreement related to the maintenance services is the subject of this agenda item.

4) 2-Year Pilot Period Evaluation and Determination

- Upon conclusion of the 2-year pilot period, the Commission, in collaboration with Caltrans, will evaluate the data collected to determine whether to extend the system's operation beyond the pilot period. Concurrently, discussions will be conducted with Caltrans to identify funding sources and establish any necessary agreements to support the continued operation of the smart freeway system, should the outcomes prove favorable, and the decision is made to continue its management under Caltrans.

Procurement

RFP No. 24-31-093-00 for maintenance services during the Smart Freeway pilot period was released by staff on May 31, 2024. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 30 firms downloaded the RFQ and 8 of these firms are located in Riverside County. A pre-submittal conference was held on June 13, 2024, and attended by 2 firms. Staff responded to all questions submitted by

potential proposers prior to the June 20, 2024 clarification deadline. No proposals were received by the July 3, 2024 proposal deadline.

Staff contacted firms who had downloaded the bid documents but refrained from submitting bids to ascertain the factors contributing to no proposal were received. Staff did not receive any substantive responses that explained why no proposals were received. Staff concluded that the first-of-a-kind technology related to the Smart Freeway System was likely the primary factor for not receiving any proposals, as the proposed system uses Intelligent Transportation System elements and software that has never been utilized in California before.

Staff reached out to industry partners and was able to find a firm, Iteris Inc., that had experience working on systems of a similar nature and met the qualifications required in the original RFP. A proposal was submitted by the firm, evaluated by staff and found responsive to the needs of the scope of work. After further evaluation, staff determined to move forward with the single proposal since;

- The original RFP did not contain conditions or requirements that limited competition other than the fact that the technology involved was a first-of-a-kind in California;
- The cost proposal received was within 3 percent of staff's Independent Cost Estimate for the scope of work.
- It was not feasible or practical to re-compete a new solicitation due to the time frame the work needs to commence, and;
- A re-compete was not anticipated to result in a different outcome than the original solicitation.

In addition, staff has received approval from Caltrans to proceed with the single proposal from through a Public Interest Finding (PIF).


Subsequently, staff negotiated the price received for the Project services and established a fair and reasonable price. Staff recommends award of Agreement No. 24-31-093-00 for maintenance during Interstate 15 SMART Freeway Pilot Period in the amount of \$1,372,550 plus a contingency amount of \$137,255, for a total amount not to exceed \$1,509,805. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services

FISCAL IMPACT:

The costs for the maintenance services during the Smart Freeway pilot period will be funded by the following fund sources which have already been obligated to the Project, as summarized in Table 1:

Table 1 - Funding Source Breakdown

	Item	Dollar Amount	Fund Source
1	Congestion Mitigation and Air Quality (CMAQ)	\$ 1,509,805	Federal
	Total	\$ 1,509,805	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$725,000 \$784,805
Source of Funds:	CMAQ (Federal)			Budget Adjustment:	No
GL/Project Accounting No.:		003051 81304 00000 0000 / 261 31 81301 Construction Support			
Fiscal Procedures Approved:				Date:	04/17/2025

Attachment: Draft Agreement No. 24-31-093-00 with Iteris, Inc.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
PREVENTATIVE MAINTENANCE AND ON-CALL REMEDIAL MAINTENANCE SERVICES
AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission, a California public agency ("Commission") and Iteris, Inc., a Corporation. ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain remedial and preventative maintenance services required by the Commission on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such 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 is familiar with the plans of Commission. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

Commission desires to engage Contractor to render such remedial maintenance services and preventative maintenance services for the Smart Freeway pilot project ("Project"). Preventative maintenance services will be provided as specified in this Agreement. Remedial maintenance services will be provided on an on-call basis, by task order(s) to be issued pursuant to this Agreement and executed by the Commission and Contractor ("Task Order").

The Project includes work to be conducted within the right of way of the California Department of Transportation ("Caltrans"). Contractor shall be required to obtain an encroachment permit from Caltrans ("Caltrans Encroachment Permit"), and to comply with all requirements therein.

2.3 Funding.

Funding for this Agreement will be provided, in whole or in part, by the Federal Highway Administration ("FHWA") through the California Department of Transportation ("Caltrans"). Contractor shall comply with all federal funding requirements as set forth in this Agreement, and the attached Exhibit "D".

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services.

3.1.1.1 Contractor promises and agrees to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional preventative and remedial maintenance services necessary for the Project ("Services"). The preventative maintenance Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The remedial maintenance Services are generally described in Exhibit "A" and shall be more specifically described in each Task Order.

3.1.1.2 Task Order(s) for remedial maintenance Services shall be in the form attached hereto as Exhibit "E" and incorporated herein by reference. Execution of a Task Order by Commission and Contractor shall constitute written authorization to Contractor to proceed with performance of the Services as set forth therein. Contractor will be required to commence work within the time specified in the relevant Task Order, and shall complete the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order. No compensation shall be provided for any Services not authorized by a fully-executed Task Order.

3.1.1.3 All Services shall be subject to, and performed in accordance with:

- (A) this Agreement;
- (B) the Task Order(s), as applicable;
- (C) the exhibits attached to this Agreement and incorporated herein by reference;
- (D) the Caltrans Encroachment Permit;
- (E) the current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and any other Caltrans Manuals as identified in Exhibit "A";
- (F) the current version Manual for Uniform Traffic Control Devices (MUTCD) California edition; and
- (G) all applicable local, state and federal laws, rules and regulations.

In the case of any conflict between or amongst the foregoing, this Agreement shall govern over the attached exhibits and incorporated 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.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to December 31, 2027, 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and not as an employee. 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 also 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, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, or in accordance with the Task Order for the relevant Services. 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, Commission shall respond to Contractor's submittals in a timely manner. Upon request of Commission, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Commission's Representative. The Commission hereby designates the 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 the Commission for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Brian Akerley, 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 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.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, 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 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. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance

3.2.8.1 Contractor shall perform and complete the Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided in a Task Order or separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Commission will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages, and not as a penalty, the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8.2 Neither Commission nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of

this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, given written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delay, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the Commission may still terminate this Agreement in accordance with the termination provisions herein.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Commission. If Contractor disputes the Commission's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 Project or the Services, 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 Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, 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 of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. 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.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some

other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Commission to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, 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 Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

(A) Contractor shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the CARB including, without limitation,

all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

(B) 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 subcontractors' Fleet including, without limitation, the Certificate(s) of Reported Compliance (CRCs), 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.

(C) Contractor shall be solely liable for any and all costs associated with complying 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.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, 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); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Regional Water Quality Control Board; the Commission's 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.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Commission to penalties, fines, or additional regulatory requirements. 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Commission, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. 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 this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement 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.

3.2.11.2 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); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Umbrella/Excess Liability*; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(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 including, but not limited to, form CG 2503, 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*: \$1,000,000 per accident for bodily injury and property damage; (3) *Umbrella/Excess Liability* Coverage: \$5,000,000; and (4) *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 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Commission. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Commission evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Commission will be promptly reimbursed by Contractor or the Commission may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Commission may suspend or terminate this Agreement.

(D) Additional Insured. The Riverside County Transportation Commission, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Riverside County Transportation Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Commission and Caltrans, before the Commission's or Caltrans' own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers 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, Caltrans, their directors, officials, officers, employees, agents, and volunteers, 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, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Umbrella/Excess Liability Coverage. Umbrella or excess liability insurance on a "follow form" and "pay on behalf" basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above. The required umbrella liability limits are separate from and in addition to the required general and auto liability limits. The umbrella or excess policies shall not contain exclusions barring follow-

form coverage for required coverages in this Agreement. The umbrella or excess policy shall include the same endorsements for the benefit of the Commission and Caltrans as required for the general liability policy as set forth in (A) above.

(D) Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Commission, Caltrans, their officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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 directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the Commission, Caltrans, their officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Commission, Caltrans, their officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 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 directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. If requested by Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Commission shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

3.2.11.8 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, and shall be on forms provided by the Commission if requested. 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.

3.2.11.9 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 Services under this Agreement.

3.2.12 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 lifesaving 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Commission.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Commission.

3.2.13.3 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 affected bond within 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 Agreement until any replacement bonds required by this Section are accepted by the Commission. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the

Commission, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Commission. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Commission may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Commission. 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.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission, the state, State Auditor, FHWA or any duly authorized representative of the Federal Government 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.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Commission immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Commission in writing. The Commission shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The

Services in the affected area shall not thereafter be resumed except by written agreement of the Commission and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services 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 Services until the same is fully completed and accepted by Commission.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (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 Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services 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 Services 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 the 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 shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation.

3.3.1.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates or lump sum amounts set forth in Exhibit "C" attached hereto and incorporated herein by reference.

3.3.1.2 Compensation, including authorized reimbursements, for Services for remedial maintenance work rendered under this Agreement and authorized by a fully executed Task Order shall be at the rates set forth in Exhibit "C" attached hereto, unless an

alternate method of payment is set forth in the Task Order. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without written approval of the Commission's Executive Director, or his or her designee.

3.3.1.3 The total compensation to be provided under this Agreement for all Services shall not exceed One Million Three Hundred Seventy-Two Thousand Five Hundred Fifty Dollars (\$1,372,550) without a written amendment to this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Commission a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. Commission may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Commission from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Agreement; and (4) any other sums which the Commission is entitled to recover from Contractor under the terms of the Agreement 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.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.3.5 Extra Work. At any time during the term of this Agreement, Commission may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative.

3.3.6 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 Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs or penalties arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing

wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

3.3.7 DIR Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. 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.

3.3.8 Labor Compliance; Stop Orders. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, 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 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.

3.4 Termination of Agreement.

3.4.1 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, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Commission, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the Commission provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data 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.

3.4.3 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.

3.5 General Provisions.

3.5.1 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:

Iteris, Inc.
1700 Carnegie Ave.
Suite 100
Santa Ana, CA 92705
Attn: Brian Akerley

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.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, Caltrans, their 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, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, 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, Caltrans or their agents, servants, or independent contractors who are directly responsible to the Commission or Caltrans, or for defects in design furnished by those persons.

3.5.2.2 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, Caltrans or their officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission and Caltrans for the cost of

any settlement paid by Commission, Caltrans or their 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 and Caltrans' attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission, Caltrans and their 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Commission, Caltrans, their officials, employees, agents and authorized volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. 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.

3.5.4 Conflict of Interest.

(A) Contractor shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement.

(B) Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Contractor agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Contractor further agrees to complete any statements of economic interest if required by either Commission or State law.

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

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

3.5.5 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

3.5.6 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.

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

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

3.5.9 Commission's Right to Employ Other Contractors. Commission reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 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.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Commission include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. Except to the extent expressly provided herein, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 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.

3.5.17 Prohibited Interests. 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. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. 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

3.5.18 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.

3.5.19 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Project, 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.

3.5.20 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.

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

3.5.22 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 modified by a writing signed by both parties.

3.5.23 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as if fully set forth herein.

3.5.24 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.

3.5.25 Federal Provisions. Funding for the Services will be provided, in whole or in part, by the FHWA through Caltrans. Contractor shall fully and adequately comply with the provisions included in Exhibit "D" (FHWA Requirements) attached to this Agreement and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

DRAFT

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND ITERIS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first written above.

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

ITERIS, INC.

Aaron Hake, Executive Director

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
General Counsel

By: _____

Its: _____

Printed Name: _____

Contractor's License Number and
Classification

DIR Registration Number

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 referenced persons are not the intended signators, evidence of signature authority shall be provided to Commission.

EXHIBIT “A”
SCOPE OF SERVICES

DRAFT

PROJECT UNDERSTANDING AND LOCAL EXPERTISE IN TRAFFIC OPTIMIZATION

This project aims to enhance traffic management along this eight-mile, non-tolled section of the I-15 by using advanced sensors and ITS features to monitor and adjust real-time traffic conditions. The coordinated ramp metering system will dynamically control the flow of vehicles entering the freeway, ensuring smoother traffic movement and maintaining steady speeds on the mainline. By optimizing entry points and reducing congestion, the system will help improve safety by minimizing collisions and ensuring more consistent travel speeds. We understand the importance of maintaining this balance between efficiency and safety and are committed to supporting the project's success through proactive system maintenance and management.

SEAMLESS SYSTEM & MAINTENANCE MANAGEMENT

Our team will coordinate closely with your operations contractors to monitor and maintain the Smart Freeway System elements. This will enable your pilot project's operational goals, enable rapid issue response, and provide access to organized maintenance reports and data. Iteris plans to approach RCTC's maintenance management monitoring process by utilizing Iteris' asset management solution, ClearAsset. ClearAsset is a cloud-based asset-management software that incorporates an asset management database, provides field device and network health monitoring capabilities, and comprehensive maintenance management tools all rolled into one platform. With ClearAsset we are able to prioritize maintenance of key device categories, manage routine maintenance schedules, track repair task orders, view activity notes and logs in real-time, and document all assets and their locations in an organized and efficient manner. This will allow us to document our activities with great transparency to RCTC and your operations contractors. Our focus will be to utilize the prioritization categorizations you outlined of Priority 1 events to be responded to within 24 hours and Priority 2 issues within 5 days. Designated RCTC staff will have User access credentials so that they can log into ClearAsset at any time, from anywhere and see what activities are in process, closed out or need additional attention – all in real-time!

Clear Asset also has the capability to provide continuous remote management services which we can optionally provide. This will allow for a proactive maintenance approach which while documenting our activities for RCTC and your contractors will allow Iteris staff to begin a response before other staff have noticed device issues. This can be further discussed as the project begins to explore if your project partners would allow this capability.

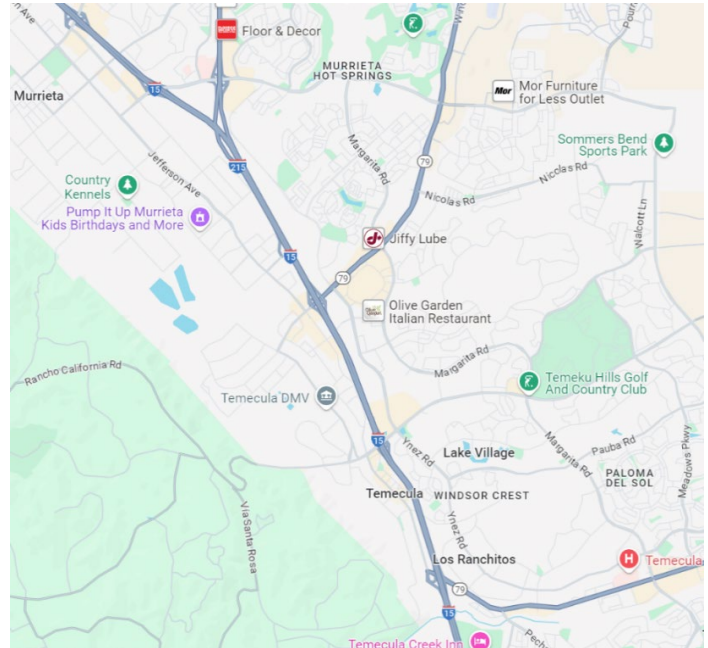


Figure 1- I-15, 8 Miles non-tolled Smart Freeway



STAKEHOLDER COLLABORATION AND PROJECT ASSUMPTIONS

Iteris understands the roles and responsibilities of each stakeholder and the unique challenges that RCTC may face since this is the first implementation of CARM and VSL in California. We recognize the importance of effective collaboration between RCTC, Caltrans, and Transmax to ensure the successful support and maintenance of these systems. We also assumed that Caltrans and Transmax are providing general device surveillance within the Smart Corridor network. Again, we can automate this process with the appropriate discussions with Caltrans and other stakeholders given our understanding of their security needs. Iteris assumes all TIRTL sensors parts and spare parts are available during the 27 months of service.

STAFFING PLAN

Iteris proposes **Mr. Brian Akerley**, MELE, as Project Manager for this project. He will be the principal contact with RCTC and other entities per the RCTC's direction. Mr. Akerley will oversee work from project inception to completion and will also be responsible for coordinating staff activities and meetings.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal for this project has been calculated in good faith, based on the scope of work and the opportunities for DBE participation. We believe we can meet a DBE goal set at 11%, reflecting a commitment to ensuring meaningful inclusion of DBEs in the project while considering the nature and size of the work involved.

PREVENTATIVE MAINTENANCE SCOPE OF WORK

Effective and consistent preventative maintenance is the cornerstone of device and asset longevity. As a result, Iteris proposes a monthly preventative maintenance program that will encompass every ITS element and related asset present in the 8-mile segment of I-15. As mentioned previously, Iteris will leverage the capabilities of ClearAsset to efficiently manage and track all preventative maintenance activities. As an added benefit, RCTC Staff will be given user rights to ClearAsset and will be able to monitor and track all activities and repair tickets as they happen in real-time. With that we're able to prioritize categories, the priorities of the assets and their response time.

Below is a list of the devices, equipment and assets that will be maintained and/or inspected monthly:

- Qty:25 - Visual Inspection of TIRTL Curb and Optical Scopes
- Qty:11 - Visual Inspection and vacuuming of TIRTL Tall Enclosures
- Qty:14 - Visual Inspection and vacuuming of TIRTL Pole Mount Enclosures
- Qty:25 – Inspection and cleaning of TIRTL Optical Scopes including both the transmitter and receiver
- Qty:15 - Visual Inspection of 4'x4' DMS Signs including inspection of the DMS controllers
- Qty:6 - Visual Inspection of ramp DMS Signs including inspection of the DMS controllers
- Qty:1 - Visual Inspection and cleaning of CCTV Lens
- Qty:2 - Visual Inspection and vacuuming of 342LX Cabinet
- Qty:2 - Visual Inspection and vacuuming of 334LS Cabinet
- Qty: 25 Visual Inspection and vacuuming of TIRTL cabinets
- Qty:70 - Visual Inspection of #5(T) Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:10 - Visual Inspection of #5 Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:24- Visual Inspection of #6E(T) Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:8 - Visual Inspection of #9A Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:2 - Visual Inspection of Ramp Meter poles, signs, graffiti
- Qty:2 - Visual Inspection and vacuuming of Ramp Meter cabinets
- Qty:55 - Visual Inspection of Roadside Signs
- Qty:6 Visual Inspection of Midwest Guardrail System Segments
- Qty:16 Visual Inspection of Concrete Barrier Segments
- Qty: 19 Visual inspection, cleaning and voltage check of solar panel/battery systems
- As-needed Cabinet, Enclosure & Pole Graffiti Removal
- As needed Roadside Sign Graffiti Removal

COMPREHENSIVE MAINTENANCE AND PERFORMANCE MANAGEMENT

Even though we will be providing RCTC with the best preventative maintenance program available, assets will deteriorate, fail, or get damaged. Iteris knows this and is ready and able to get to work to get the impacted Smart Freeway elements replaced, repaired or up and running ASAP. We will provide on-call remedial and corrective maintenance to promptly address any Smart Freeway System malfunctions, ensuring full system functionality. This includes clearing obstructions, troubleshooting faults, coordinating third-party repairs, and resolving issues that impact ITS performance. In addition to supporting the full spectrum of ITS element repair and replacement needs, Iteris has partnered with two subcontractors to fulfill the full gamut of maintenance support needed. Iteris has partnered with Full Traffic Maintenance Inc. (DBE) which is a traffic control subcontractor and has extensive experience in providing mainline lane closures and Attenuator truck support. Additionally, for Guardrail repair needs, we have partnered with Ferreira Construction Inc. to



provide the crews needed to support any and all guardrail repair needs.

PROJECT KICKOFF & COMMENCEMENT

At Iteris we believe a successful project kickoff sets the tone for the entire project, ensuring alignment and clarity from the start. It begins with a well-organized meeting that brings together all key stakeholders, including team members, clients, and vendors, to establish a shared understanding of the project's objectives, scope, and expectations. During this meeting, roles and responsibilities are clearly defined, timelines are outlined, and potential risks are identified. Effective communication and collaboration are emphasized, creating a foundation for a strong team dynamic. Additionally, project goals are broken down into actionable steps, and any tools, resources or training required are outlined. A successful kickoff not only energizes the team but also fosters commitment to achieving project success through mutual understanding and a clear roadmap.

The cornerstone of this effort is the system itself which is comprised of numerous field elements and assets. Within 30 days of the Demonstration Period Notice to Proceed we will conduct a field assessment of all assets along the corridor. This assessment will result in a list of all assets to be maintained which will be imported into ClearAsset for tracking and maintenance management purposes. Along with the assessment will be a recommended list of inventory parts intended for repair tasks. This inventory list will be submitted to RCTC for approval and once approved will be imported into ClearAsset to be managed and tracked. RCTC will retain ownership of all parts, including any unused items returned at the end of the Demonstration Period.

In addition to the initial field assessment, Iteris will dedicate two staff members for (5) days each to attend Agency and Manufacturer related training. This training is intended to ensure our Electricians are fully versed in the systems involved and can address all aspects of equipment related repair and replacement tasks when they occur. Examples of training that we expect will need to be completed are:

- TIRTL System Device Replacement & Installation Procedures
- Common TIRTL system issues and troubleshooting tips
- ITS Network Architecture overview
- Transmax system overview
- Calltrans TMP
- Review of construction As-Built's

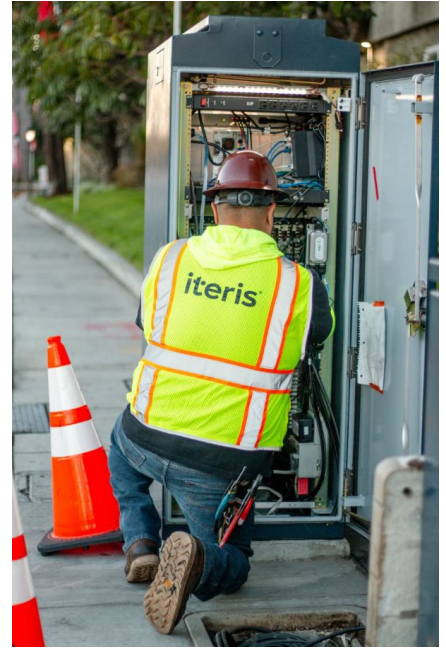


EXHIBIT “B”
SCHEDULE OF SERVICES

DRAFT

provide the crews needed to support any and all guardrail repair needs.

PROJECT KICKOFF & COMMENCEMENT

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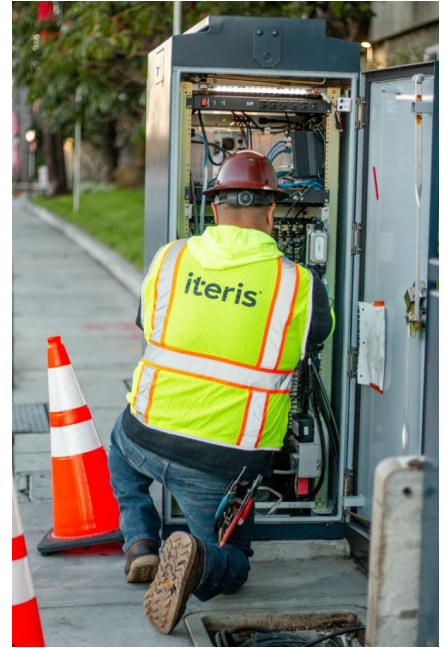


EXHIBIT “C”
COMPENSATION

DRAFT

PRICING

Bid Item	Item Description	Unit Of Measure	Estimated Quantity	Unit Price	Extended Price
Project Kickoff and Commencement - Including Initial System Assessment, Spare Equipment List/Procurement, Pre-Commissioning/Training, etc.					
1	Senior Project Manager	HR	38	\$389.00	\$14,782.00
	Deputy Project Manager	HR	22	\$296.00	\$6,512.00
	Journeyman Electrician	HR	187	\$179.00	\$33,473.00
Monthly Performance/Status Meetings with RCTC and Iteris					
2	Senior Project Manager	HR	78	\$389.00	\$30,342.00
	Deputy Project Manager	HR	78	\$296.00	\$23,088.00
Monthly Device & Asset Preventative Maintenance (Regular 8-Hour Shifts)					
3	Monthly Preventative Maintenance (Regular 8-Hour Shifts)	MO	26	\$19,843.00	\$515,918.00
Remedial/Corrective Maintenance Priority 1 (24 Hour Response)					
4	System Technician *	HR	384	\$261.00	\$100,224.00
5	Electrician *	HR	384	\$288.00	\$110,592.00
6	Utility Vehicle – Ram 5500 *	HR	384	\$52.00	\$19,968.00
7	Traffic Control Crew (DBE) **	HR	192	\$649.00	\$124,608.00
8	Traffic Control Attenuator Truck (DBE)**	HR	192	\$495.00	\$95,040.00
9	Guardrail Repair Crew (Materials paid on Force Account)*	HR	48	\$1,429.00	\$68,592.00
10	Miscellaneous Civil Repair Crew (Materials paid on Force Account) *	HR	48	\$468.00	\$22,464.00
Remedial/Corrective Maintenance Priority 2 (5 Day Response)					
11	System Technician	HR	96	\$233.00	\$22,368.00
12	Electrician	HR	96	\$233.00	\$22,368.00
13	Utility Vehicle – Ram 5500	HR	96	\$52.00	\$4,992.00
14	Guardrail Repair Crew (Materials paid on Force Account)	HR	48	\$1,429.00	\$68,592.00
15	Miscellaneous Civil Repair Crew (Materials paid on Force Account)	HR	48	\$388.00	\$18,624.00
Pre-established Material Allowances					
16	Electrical Spare Parts and Miscellaneous Materials	FA	1	\$25,000.00	\$25,000.00
17	Guardrail Repair Materials	FA	1	\$30,000.00	\$30,000.00
18	Miscellaneous Civil Repair Materials	FA	1	\$15,000.00	\$15,000.00

* Rates are Portal-to-Portal with a 4-Hour minimum

GRAND TOTAL \$1,372,547.00

** Anticipated DBE Goal based on available traffic control work is 11%

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Riverside County Transportation Commission (hereinafter referred to as "Commission") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Commission in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Commission, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Commission, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Commission from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Commission's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Commission to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Commission's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Commission, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Commission to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Commission may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Commission, when declaring the Contractor in default, notifies Surety of the Commission's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Riverside County Transportation Commission (hereinafter designated as the "Commission"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Commission in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Commission and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal) _____

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "D"

FUNDING REQUIREMENTS

(CALTRANS/FHWA)

1. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

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

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

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to Commission.

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

2. ACCOUNTING SYSTEM.

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

3. AUDIT REVIEW PROCEDURES.

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

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

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

4. EQUIPMENT PURCHASE

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

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

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

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

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

5. PROHIBITED INTERESTS.

(A) 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, the Commission shall have the right to rescind this Agreement without liability..

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

(C) Rebates, Kickbacks or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the

contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6. COVENANT AGAINST EXPENDITURE OF COMMISSION, STATE OR FEDERAL FUNDS FOR LOBBYING.

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

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

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

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

7. STATEMENT OF COMPLIANCE.

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

(B) During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(C) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(D) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

(E) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(F) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. FHWA TITLE VI ASSURANCES.

(A) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(B) Nondiscrimination: Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(C) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(D) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

(F) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request Commission enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

11. DISCRIMINATION

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

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

12. PROMPT PAYMENT

(A) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

(B) In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, Contractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Contractor to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

(C) The above provisions apply to Contractor's subcontractors who retain subcontractors.

(D) **PROMPT PAYMENT CERTIFICATION** For projects awarded on or after September 1, 2023: the Contractor shall submit Caltrans Exhibit 9-P (available at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms> and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

13. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Contractor. Contractor and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

14. LEGAL REMEDIES

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

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

15. DBE PARTICIPATION

(A) . Contractor or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Commission has included a contract goal for DBEs under this Agreement. Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Contractor shall meet the DBE goal shown in this exhibit, or demonstrate that it made adequate Good Faith Efforts (GFE) to meet this goal. It is Contractor's responsibility to verify all DBE firms included in its proposal are certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform under this Agreement. Additionally, the Contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Contractors who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal. Any subcontract entered into as a result of this Agreement shall contain all of the DBE provisions in this Exhibit "D".

16. DBE GOAL

The goal for DBE participation for this Agreement is 19%. Participation by DBE Contractor or subcontractors shall be in accordance with information contained in Exhibit 10- O2: Contractor Contract DBE Commitment attached hereto and incorporated as part of this Agreement. If a DBE subcontractor is unable to perform, Contractor must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

(A) Contractor can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Contractor has not met the DBE goal, Contractor must complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

17. CONTRACT ASSURANCE: REMEDIES

(A) Contract Assurance. Under 49 CFR 26.13(b):

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

(B) Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Contractor from future proposing as non-responsible

18. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS

Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor or DBE subcontractor obtains the Commission's written consent. Contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Contractor Contract DBE Commitment form.

(A) Termination of DBE Subcontractors. After execution of this Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Commission:

- (1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- (2) The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
- (3) Work requires a Contractor's license and listed DBE does not have a valid license under Contractors License Law.
- (4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- (5) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- (6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- (7) Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
- (8) Listed DBE voluntarily withdraws with written notice from this Agreement.
- (9) Listed DBE is ineligible to receive credit for the type of work required.
- (10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on under this Agreement.
- (11) The Commission determines other documented good cause.

(B) Contractor must use the following procedures to request the termination of a DBE or portion of a DBE's work:

- (1) Send a written notice to the DBE of the Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Commission. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Commission by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
- (2) If the DBE does not respond within five (5) business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
- (3) Submit Contractor's DBE termination request by written letter to the Commission and include:

- (4) One or more above listed justifiable reasons along with supporting documentation.
- (5) Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
- (6) The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.
- (7) The Commission shall endeavor to respond in writing to Contractor's DBE termination request within five (5) business days.

(C) Replacement of DBE Subcontractors. After receiving the Commission's written authorization of DBE termination request, Contractor must obtain the Commission's written agreement for DBE replacement. Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

- (1) Submit a request to replace a DBE with other forces or material sources in writing to the Commission which must include:
 - (2) Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - (3) The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform under this Agreement.
- (4) Revised Exhibit 10-O2: Contractor Contract DBE Commitment. If Contractor has not identified a DBE replacement firm, submits documentation of Contractor's GFEs to use DBE replacement firms within seven (7) days of Commission's authorization to terminate the DBE. Contractor may request the Commission's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work Contractor had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements

- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Commission may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Contractor's GFE

The Commission shall endeavor to respond in writing to Contractor's DBE replacement request within five (5) business days.

19. DBE COMMITMENT AND UTILIZATION

The Commission's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The Commission shall request Contractor to:

- (1) Notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation
- (2) Provide this notification before starting the affected work
- (3) Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Contractor is a DBE Contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Contractor in writing of the certification date. Contractor shall submit the notifications to the Commission. On work completion, Contractor shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the Commission within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Commission within 90 days of contract acceptance. The Commission will withhold \$10,000 until the form is submitted. The Commission will release the withheld funds upon submission of the completed form.

In the Commission's reports of DBE participation to Caltrans, the Commission must display both commitments and attainments.

20. COMMERCIALLY USEFUL FUNCTION - DBES

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Contractor must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the Project.

Contractor must provide written notification to the Commission at least 15 days in advance of each DBE's initial performance of work or supplying materials for this Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference). Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference. Contractor must submit to the Commission these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Contractor must notify the Commission immediately if they believe the DBE may not be performing a CUF. The Commission will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional Commission

evaluations. The Commission must evaluate DBEs and their CUF performance throughout the duration of this Agreement. The Commission will provide written notice to the Contractor and the DBE at least two (2) business days prior to any evaluation. The Contractor and the DBE must participate in the evaluation. Upon completing the evaluation, the Commission must share the evaluation results with the Contractor and the DBE. An evaluation could include items that must be remedied upon receipt. If the Commission determines the DBE is not performing a CUF, the Contractor must suspend performance of the noncompliant work.

Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of Commission's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Contractor and/or the Commission determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Contractor must immediately suspend performance of the noncompliant portion of the work. The Commission may deny payment for the noncompliant portion of the work. The Commission will ask the Contractor to submit a corrective action plan (CAP) to the Commission within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The Commission has five (5) days to review the CAP in conjunction with the Contractor's review. The Contractor must implement the CAP within five (5) days of the Commission's approval. The Commission will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function under the Agreement, Contractor may have good cause to request termination of the DBE.

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

(B) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

21. RECORDS OF PAYMENTS TO DBES

(A) Contractor shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(B) For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

(C) For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Contractor must submit Exhibit 9-P to the Commission. If the Contractor does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

22. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

23. ENVIRONMENTAL COMPLIANCE

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

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

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

25. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Contractor shall not obligate or expend any funds to be reimbursed under this Agreement to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
 - Huawei Technologies Company;
 - ZTE Corporation;
 - Hytera Communications Corporation;
 - Hangzhou Hikvision Digital Technology Company;
 - Dahua Technology Company; and
 - Subsidiaries or affiliates of the above-mentioned companies.
- and customers is sustained.

EXHIBIT "E"

SAMPLE TASK ORDER FORM

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

TASK ORDER

Task Order No. _____

Agreement: RIVERSIDE COUNTY TRANSPORTATION COMMISSION PREVENTATIVE
MAINTENANCE AND ON-CALL REMEDIAL MAINTENANCE SERVICES AGREEMENT

Contractor:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 202__

The undersigned contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above. The persons signing below represent and warrant that they are authorized to sign this Task Order on behalf of the identified parties.

Riverside County Transportation Commission

Contractor

Dated: _____

Dated: _____

By: _____

By: _____

Its: _____

Its: _____