



TIME/DATE:

MEETING AGENDA

9:30 a.m. / Wednesday, August 12, 2026

LOCATION:

BOARD ROOM

County of Riverside Administrative Center

4080 Lemon Street, First Floor, Riverside, CA 92501

:

COMMISSIONERS

Chair – Raymond Gregory

Vice Chair – Jeremy Smith

Second Vice Chair – Chuck Washington

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / David Fenn, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Ernesto Gutierrez, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Jim Steiner / Tony Daddario, City of Corona
Dirk Voss / To Be Appointed, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Timothy Sheridan, City of Lake Elsinore
Ricky Estrada / Bob Karwin, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / Joe Pradetto, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Steve Downs / Ted Weill, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, August 12, 2026

Board Room

County of Riverside Administrative Center

4080 Lemon Street, First Floor, Riverside, CA 92501

This meeting is being conducted in person via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to August 11, 2026, and your comments will be made part of the official record of proceedings.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

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

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

- 5. ADDITIONS / REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
- 6. CONSENT CALENDAR** – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – JUNE 10, 2026

Page 1

6B. QUARTERLY SALES TAX ANALYSIS

Page 24

Overview

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 1, 2026 (Q1 2026).

6C. SINGLE SIGNATURE AUTHORITY REPORT

Page 33

Overview

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2026.

6D. MONTHLY INVESTMENT REPORT

Page 35

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended May 31, 2026.

6E. MONTHLY INVESTMENT REPORT

Page 38

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended June 30, 2026.

6F. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, APRIL – JUNE 2026

Page 41

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for April through June 2026.

6G. QUARTERLY REPORTING OF EXECUTED CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

Page 46

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Report of Executed Contract Change Orders for Construction Contracts for the three-month period ending June 30, 2026.

6H. AMENDMENT TO SUNLINE TRANSIT AGENCY'S FISCAL YEAR 2025/26 SHORT RANGE TRANSIT PLAN

Page 48

Overview

This item is for the Commission to:

- 1) Approve a \$2,000,000 increase in the Fiscal Year (FY) 2025/26 Local Transportation Funding (LTF) allocation for SunLine Transit Agency (SunLine) for a total amount not to exceed \$33,721,487; and
- 2) Approve the amendment to SunLine's FY 2025/26 Short Range Transit Plan (S RTP) reflecting the funding adjustment.

6I. STATE ROUTE 91 EASTBOUND CORRIDOR OPERATIONS PROJECT COOPERATIVE AGREEMENTS WITH: (1) CALTRANS; (2) FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY AND THE CITY OF CORONA

Page 83

Overview

This item is for the Commission to:

- 1) Approve Cooperative Agreement No. 26-31-096-00 with Caltrans for the State Route 91 Eastbound Corridor Operations Project (91 ECOP) for construction and Caltrans performed construction inspection services in an amount not to exceed \$5,656,000 to be paid by the Commission;
- 2) Approve three-party Cooperative Agreement No. 26-31-094-00 with Foothill/Eastern Transportation Corridor Agency and the city of Corona for the Commission's fair share contribution to the city of Corona for the Green River Road Improvement Project in an amount not to exceed \$393,522 to be paid by the Commission; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

6J. ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE ASSESSMENT SERVICES

Page 155

Overview

This item is for the Commission to:

- 1) Award the following on-call professional services agreements for right of way environmental site assessment services for a three-year term, in an amount not to exceed an aggregate value of \$1,000,000;
 - a. Agreement No. 26-31-033-00 with Verdantas Inc., formerly Leighton Consulting, Inc.;
 - b. Agreement No. 26-31-083-00 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants;
 - c. Agreement No. 26-31-084-00 with NV5 Environmental, LP.;
- 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 consultant under the terms of the agreements.

7. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 436

Overview

This item is for the Commission to:

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

8. ADVANCE MITIGATION PROGRAM OVERVIEW

Page 445

Overview

This item is for the Commission to:

- 1) Receive and file a presentation for the Riverside County Transportation Commission Advanced Mitigation Program.

9. PRESENTATION – U.S. CONSTRUCTION OUTLOOK

Page 448

Overview

This item is for the Commission to:

- 1) Receive and file a presentation titled *U.S. Construction Outlook: What's in the Mix for the Rest of '26 (and Beyond)?* by Ken Simonson, Chief Economist, Associated General Contractors of America.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. CLOSED SESSION

13A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Buyer(s)	Property Owner(s)
1	963-080-009	RCTC	Samuel Yoo, et. al.
2	432-180-002, 004, and 432-190-015	RCTC	Glen A Van Dam, et. al.

13B. REPORT OUT FROM CLOSED SESSION

14. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, September 9, 2026.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, June 10, 2026

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Raymond Gregory at 9:37 a.m. at in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California 92501. Due to technical issues in the Board Room, the meeting started late. The vote recorder was not working, so today's votes will all be voice votes.

2. ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Ulises Cabrera
Chuck Conder
Joseph DeConinck
Denise Delgado*
Steve Downs
Ricky Estrada
Waymond Fermon
Kathleen Fitzpatrick
Sheri Flynn
Raymond Gregory
Yxstian Gutierrez*
Jan Harnik
Linda Krupa
Clint Lorimore
Bob Magee

Jose Medina*
Joseph Morabito
V. Manuel Perez
Catalino Pining
David Ready
Jeremy Smith
Karen Spiegel
Jim Steiner
Fia Sullivan
Toper Taylor
Valerie Vandever
Michael M. Vargas
Dirk Voss
Cindy Warren
Chuck Washington
Lloyd White

Commissioners Absent

Linda Molina
James Stewart

**Joined after the meeting was called to order.*

3. PLEDGE OF ALLEGIANCE

Commissioner DeConinck led the Commission in a flag salute.

At this time, Commissioner Gutierrez joined the meeting.

4. PUBLIC COMMENTS

Peter Benavidez, Blindness Support Services Inc., wanted to discuss the Measure A allocation beginning July 1, 2026. He has two suggestions for their consideration about the matching requirement that is still placed on non-profits who receive these taxpayer dollars. Their organization received their first allocation in early 2000 and they were able to match it with cash. Then things changed, his accountant said they no longer can afford the match and they stopped applying for funding and went in a different direction. When COVID-19 hit, they received stimulus from the Government which enabled them to have additional dollars to do the work they do for people in their jurisdiction who live like himself, with low or no vision. He got a call from RCTC staff saying they hope he would reconsider, reapply, and provide his service to a much-needed community that is growing in numbers. They did reapply but the matching requirement was still required which troubled him, but they matched it for the last couple of years. Things have changed again as everyone is aware about the economy, and he is asking they wave the matching funds. After their first year he got a call from RCTC staff that he did not complete Form D. He did fill it out and found out that Form D was only to be completed by those recipients of Measure A monies who provide direct service transportation. He called staff back and said they do not need to complete Form D since they do not provide direct services, and they did get their money. When he applied the next time Form D changed to all recipients of Measure A are required to match. If this Board which was different then today's makeup made that change, they could do it again under their authority but this time the opposite. For those recipients of Measure A who do not provide direct services and do not have farebox recovery programs it is very difficult today to meet that requirement. He thinks for the next fiscal year beginning July 1 to get rid of the matching requirement for non-transportation recipient providers. RCTC provides less than one-tenth of one percent of taxpayer dollars out of Measure A. The population has changed, there are a lot more senior citizens, people with disabilities, and people who are truly needy today than there was 20 years ago and those are the qualifications.

Chair Gregory asked Pete Benavidez what charity does he represent.

Pete Benavidez replied that his office is Blindness Support Services, Inc. and he provided Lisa Mobley, Director of Administrative Services/Clerk of the Board with his business card.

At this time, Commissioners Delgado and Medina joined the meeting.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

Chair Gregory stated the next item on the agenda is their continued Public Hearing on the proposed Fiscal Year 2026/27 Budget and asked Sergio Vidal, Chief Financial Officer, to present.

6. PUBLIC HEARING – PROPOSED FISCAL YEAR 2026/27 BUDGET

Sergio Vidal presented the proposed FY 2026/27 Budget, highlighting the following:

- Budget Summary
- FY 2026/27 Revenue Sources graph
- FY 2026/27 Expenditure Uses graph
- Toll Program Surplus Revenue Projects
- Measure A Cap on Administrative Costs
- Next steps

Sergio Vidal thanked the entire Commission for their continued leadership and engagement throughout this budget process. The proposed FY 2026/27 Budget reflects a balance and disciplined financial plan that supports the Commission's priorities and long-term project commitments. He also thanked finance staff and their program partners for their continued efforts and collaboration. The FY 2026/27 Budget presented positions the Commission to continue delivering priority projects while maintaining strong financial stewardship.

Commissioner Berkson referred to the surplus toll revenue as Sergio Vidal is showing some on Interstate 15 in the \$50 million range. He understands when talking about surplus toll revenue it needs to be used within the same corridor. He asked if they are using it to build the I-15 Express Lanes Southern Extension, is it really being used in the same corridor it was accumulated from. Does the law allow RCTC to shift it to another project which technically is not the project that the money came from.

Aaron Hake, Executive Director, stated that RCTC's statutory tolling authority provides for the Commission from county line to county line on I-15 and the corridor is defined as that, and it requires RCTC to use those funds only on the I-15 corridor. It is not just limited to the spot where the toll was collected it can be on the highway system, off the highway system, or on public transit, as long as it facilitates mobility within the I-15 corridor as defined between those limits in the statute. In order to finance, fund, and make the I-15 Express Lanes Southern Extension possible they are going to rely on surplus toll revenue from the existing I-15 Express Lanes to finance that project.

Commissioner Taylor stated it would be very good for the Commission on the Budget Summary which could appear to someone looking at this document for the first time that has an ending balance of approximately \$2 billion to show how much of that is allocated or restricted moving forward versus unrestricted. He stated to Commissioner Berkson's point it is a reminder that toll fees are for mobility optimization not revenue generation. He suggested at a certain point that the Commission is very successful, it would be nice to lower the fees for people who are on those roads.

Commissioner Spiegel referred to the FY 2026/27 Budget in Brief brochure that was handed out to the Commissioners and noted that she reads all of these to the penny. It is really confusing with Sergio Vidal's presentation trying to compare it with the uses by department on his slides as they do not match up, whereas the first one did match up with the Budget Summary. She had to figure out which ones Sergio Vidal was combining. If they want to make it more useful, they should have the numbers where you could tell they are being applied.

In response to Sergio Vidal's clarification that Commissioner Spiegel was referring to the FY 2026/27 Budget in Brief, Commissioner Spiegel replied yes.

Commissioner Spiegel stated that Sergio Vidal talks about the total of approximately \$1.3 billion which she understands but cannot figure out what ones were combined.

Sergio Vidal replied that the uses by department includes the transfers in which in his presentation is stripped out as a separate category so in essence the transfers out within the Budget in Brief are embedded within those categories. However, they can make that change going forward.

Commissioner Spiegel stated if staff are using this as a brief then you should be able to follow either the long version or the short version as she spent more time trying to match this up to figure out exactly what was combined.

Chair Gregory stated there were no more comments from the Commissioners. He asked Lisa Mobley if there were any speaker cards. There were no requests to speak. He asked if there was anyone in the public who wanted to make a comment on the FY 2026/27 Budget. There were no public comments. At this time, Chair Gregory closed the Public Hearing.

M/S/C (Vargas/Smith) to:

- 1) Receive input on the proposed Fiscal Year 2026/27 Budget;**
- 2) Approve the salary schedule effective July 9, 2026, located in Appendix B of the proposed FY 2026/27 Budget;**
- 3) Receive and file a report on the Commission's vacancies, recruitments, and retention efforts in compliance with Assembly Bill No. 2561;**
- 4) Authorize the use of \$35,684,800 of 91 Express Lanes and \$51,597,200 of 15 Express Lanes toll revenues designated as surplus to fund Commission costs related to capital projects listed within Table A below;**
- 5) Close the public hearing on the proposed FY 2026/27 Budget on June 10, 2026; and**
- 6) Adopt the proposed FY 2026/27 Budget.**

7. CONSENT CALENDAR

M/S/C (Spiegel/Morabito) to approve the following Consent Calendar items.

7A. APPROVAL OF MINUTES – MAY 13, 2026

7B. RECURRING CONTRACTS FOR FISCAL YEAR 2026/27

- 1) Approve the single-year recurring contracts in an amount not to exceed \$13,227,172 for Fiscal Year 2026/27;
- 2) Approve the recurring multi-year contracts for specialized services on long-term projects in an amount not to exceed \$4,277,750 in FY 2026/27 and \$9,048,780 in FYs 2027/28 – 2031/32; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements and amendments on behalf of the Commission.

7C. QUARTERLY SALES TAX ANALYSIS

- 1) Receive and file the sales tax analysis for Quarter 4, 2025 (Q4 2025).

7D. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2026.

7E. APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026/27

- 1) Adopt Resolution No 26-009 *“Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”* for Fiscal Year 2026/27.

7F. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended April 30, 2026.

7G. 2026 STATE ROUTE 91 IMPLEMENTATION PLAN

- 1) Approve the 2026 State Route 91 Implementation Plan.

7H. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three-month period ending March 31, 2026.

7I. FISCAL YEARS 2026/27 – 2030/31 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

- 1) Approve the Fiscal Years (FYs) 2026/27 – 2030/31 Measure A Five-year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies; and
- 2) Authorize the Executive Director or designee to approve minor amendments to CIPs at the request of participating agencies.

7J. FISCAL YEAR 2026/27 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

- 1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,237,500 to Western Riverside Council of Governments (WRCOG) and \$675,000 to Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year (FY) 2026/27 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

7K. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY – MARCH 2026

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January through March 2026.

7L. STATE AND FEDERAL LEGISLATIVE UPDATE

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

7M. AGREEMENT FOR PUBLIC OUTREACH AND MARKETING SERVICES FOR RAIL PROGRAM

- 1) Award Agreement No. 26-25-052-00 to Costin Public Outreach Group, Inc., for public outreach and marketing services for Rail Program, for a three-year term and one, two-year option to extend the agreement, in an amount not to exceed \$2,000,000; and

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

7N. FISCAL YEAR 2026/27 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

- 1) Approve the Fiscal Years 2026/27 – FY 2028/29 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA), Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine) and the FY 2026/27 – 2030/31 SRTP for the Commission’s Rail and Vanpool Programs;
- 2) Approve FY 2026/27 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), State of Good Repair (SGR), and Senate Bill 125 funds for the cities of Banning (contingent on final audit), Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission’s Rail and Vanpool Programs aggregating \$243,697,723 and \$59,100 of State Transportation Improvement Program (STIP) funds for the Commission’s Rail Program for a total aggregate of \$243,756,823;
- 3) Adopt Resolution No. 26-010, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2026/27”*;
- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County and other federal funds as detailed in the respective transit operators’ SRTP aggregating \$70,629,587; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

7O. SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AGREEMENT FOR BI-COUNTY TRANSPORTATION DEMAND MANAGEMENT PROGRAM ADMINISTRATION

- 1) Approve Agreement No. 26-41-087-00 with the San Bernardino County Transportation Authority (SBCTA) for a three-year term to reimburse the Commission in an amount not to exceed \$10,700,000 for the provision of rideshare, vanpool, and multi-modal programs implementation services provided by the Commission, on behalf of both agencies; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission.

7P. AGREEMENTS FOR FREEWAY SERVICE PATROL TOW TRUCK SERVICE

- 1) Award Agreement No. 26-45-054-00 to Royal Coaches Auto Body and Towing, LLC (Royal Coaches) for Freeway Service Patrol (FSP) tow truck services on State Route 91 and State Route 60, Beat Nos. 4 and 8, for a five-year term, in the amount of \$7,207,200, plus a contingency amount of \$360,400, for a total amount not to exceed \$7,567,600;
- 2) Award Agreement No. 26-45-085-00 to Carpe Carma, LLC (Pomona Valley Towing) for FSP tow truck services on State Route 60, Beat No. 7, for a five-year term, in the amount of \$2,659,000, plus a contingency amount of \$133,000, for a total amount not to exceed \$2,792,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

7Q. TRAFFIC RELIEF PLAN PUBLIC ENGAGEMENT SUMMARY

- 1) Receive and file the Traffic Relief Plan Public Information and Awareness Program summary.

8. APRIL-MAY 2026 PUBLIC OPINION SURVEY RESULTS

David Knudsen, Deputy Executive Director, introduced Dr. Richard Bernard from FM3 Research, who will present the most recent public opinion poll.

Dr. Richard Bernard presented the April 27 – May 12, 2026, public opinion survey results, highlighting the following areas:

- Survey methodology
- Polling results done Countywide, Western Riverside County, and Coachella Valley – About 8-in-10 perceive the County’s transportation system needs at least some additional funds.
- Polling results done Countywide, Western Riverside County, and Coachella Valley – About 8-in-10 continue to perceive that the County needs additional funding for the transportation system, slight down from 2025.
- Hypothetical Sales Tax Measure tested in survey
 - ✓ 1/2¢ Investment Renewal Measure
 - ✓ 1¢ Transportation Measure
- Polling results for:
 - ✓ Three-quarters initial support the Investment Renewal Measure, while a simple majority support establishing a 1¢ Transportation Sales Tax – both measures require a supermajority support.

- ✓ Data by Countywide and splitting it up into Western Riverside County – Three quarters initial support the Investment Renewal Measure, while a simple majority support establishing a 1¢ Transportation Sales Tax – both measures require a supermajority support.
- ✓ Three-quarters or more across the County initial support the supermajority Transportation Investment Renewal Measure.
- ✓ Fifty-six percent across the County initial support the supermajority 1¢ Transportation Measure.
- ✓ There is strong initial support for the Transportation Renewal Measure across all Supervisorial Districts.
- ✓ Two-thirds or more initially support the Transportation Renewal Measure across all Western Riverside subregions.
- ✓ At least 8-in-10 initially support the Transportation Renewal Measure across all Coachella Valley subregions.
- ✓ After education, overall support increases 6 percent points to 82 percent, with those indicating they would definitely vote yes, increasing 13 percent points to 59 percent for a 1/2¢ Transportation Investment Renewal Measure.
- ✓ Vote progression for 1/2¢ Investment Renewal Measure Riverside County versus Western Riverside versus Coachella Valley.
- ✓ Vote progression for 1/2¢ Transportation Investment Renewal Measure for Riverside County, Western Riverside County, and Coachella Valley January 2026 versus April/May 2026.
- Conclusions
 - ✓ Context:
 - Continued concerns about affordability of housing, gas, food and healthcare.
 - Yet, 8-in-10 continue to perceive the County needs additional funds for the County Transportation system.
 - ✓ 1/2¢ Transportation Investment Renewal Measure:
 - Overall support for the measure starts above two-thirds (76 percent) required for passage and outside the margin of error.
 - After education, overall support increases to over 8-in-10, with a healthy 59 percent who said they would definitely vote yes.
 - The measure continues to remain viable, with a robust and subregional educational outreach.
 - ✓ Lead reasons to support the measure:
 - Continuing transportation accomplishments without raising the tax rate
 - Supporting jobs and the economy
 - Ensuring the measure includes accountability requirements
 - Subregional messages

Commissioner DeConinck stated in Dr. Richard Bernard's presentation he did not show anything about Palo Verde Valley.

Dr. Richard Bernard replied that they did have unique questions for Palo Verde Valley but as Commissioner DeConinck can appreciate the population is mighty but modest and their interests were addressed in the survey.

Commissioner DeConinck stated their population might be small, but they cover a lot of area out there and that is in the Fourth District in the County. He would like to see what the voters said from Blythe, so that they have an idea.

Dr. Richard Bernard replied he would be happy to share that with staff and staff can share that with the Commissioners.

Commissioner Downs requested staff to provide a copy of Dr. Richard Bernard's presentation to the Commissioners.

Commissioner Perez thanked Commissioner DeConinck for bringing that up. He asked if the Commissioners could get a one page of sort that they can provide to residents in the Blythe or Palo Verde Valley area. Also to make sure when this actually does come before the Commissioners that they target and not leave Blythe and Palo Verde Valley behind.

M/S/C to:

- 1) Receive a presentation on the April-May 2026 public opinion survey.**

9. MEASURE A RENEWAL ORDINANCE, EXPENDITURE PLAN AND RELATED DOCUMENTS

David Knudsen presented the Measure A Renewal, highlighting the following areas:

- A decision point for Measure A
 - ✓ Current Measure A expires in 2039
 - ✓ \$2 billion to \$3 billion projected gap for Western County highway projects
 - ✓ Limited remaining bonding capacity for project financing
 - ✓ Move forward with Ordinance and Expenditure Plan
- Ordinance and Expenditure Plan
 - ✓ Compliant with RCTC statutory authorities
 - ✓ Consistency with the 2009 Measure A
 - ✓ Accountability and transparency protections
 - ✓ Allows for Commission responsiveness to future needs
 - Renewed Measure: Riverside County Transportation Improvement Plan (RCTIP)
- Measure A Renewal
 - ✓ Term of Ordinance and Expenditure Plan

- Existing half-cent Measure in place until ended by voters
 - For transportation infrastructure improvements and services
- ✓ Bonding authority
 - Set by the Commission after financial evaluation
- Measure Renewal
 - ✓ Administrative staff salary and benefits
 - ✓ Maintenance of Effort
 - ✓ Capital Improvement Plans
 - ✓ Independent audits and reviews
 - ✓ Geographical regions and return to source funding
 - ✓ Taxpayer Oversight Committee
 - ✓ Required Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and Transportation Uniform Mitigation Fee (TUMF) compliance
- Investing in Transportation Infrastructure across Riverside County
 - ✓ Funding categories
 - Highways and Regional Corridors
 - Local Streets and Roads
 - Public Transportation
- Regional view: Western County
 - ✓ Revenues generated in Western County will remain there
 - 2009 Measure A allocation:
 - Highways-30 percent
 - Regional Arterials-9 percent
 - New Corridors-11 percent
 - Bond Financing-8 percent
 - Economic Development-1 percent
 - Local Streets and Roads-29 percent
 - Public Transportation-12 percent
 - 2027 Renewal Allocation, these five categories are moved into the new Highways and Regional Corridors category equal to 59 percent:
 - Highways
 - Regional Arterials
 - New Corridors
 - Bond Financing
 - Economic Development
 - ✓ Of the 59 percent, 9 percent may be used for city or county sponsored projects. This is intended to continue today's Regional Arterial Program.
 - ✓ Local Streets and Roads remains the same at 29 percent
 - ✓ Public Transportation remains the same at 12 percent
- Regional view: Western County
 - ✓ A list of the Western County Highway Projects - The new Expenditure Plan identifies unfinished highway projects currently included in Measure A

- Regional view: Western County
 - ✓ Regional Corridors eligible for funding, including:
 - Mid County Parkway
 - SR-79 Realignment Project
 - ✓ A list of examples of city/county-sponsored projects eligible for funding
- Regional view: Coachella Valley
 - ✓ Revenues generated in the Coachella Valley will remain there:
 - Highways and Regional Corridors funding continues to be administered through Coachella Valley Association of Governments (CVAG) and the Transportation Project Prioritization Study (TPPS) process
 - Local Streets and Roads will be distributed based on the current Measure A formula directly to local jurisdictions
 - SunLine Transit Agency will implement the Public Transportation portion of the funds as they do today
- Palo Verde Valley (Blythe)
 - ✓ Revenues generated in the Palo Verde Valley will remain there
 - ✓ Administered by the Blythe City Council and Board of Supervisors
- A graphic that summarizes the overall framework of the proposed renewal
 - ✓ The key takeaway is that the measure maintains the existing Measure A priorities while modernizing the structure and preserving regional investment.
- Subregion funding distribution – Estimated share of revenue by subregion for the 2009 Measure A and the 2027 renewed Measure
- Economic benefit over 30-year planning horizon
- Public education program – To provide Riverside County residents with factual, balanced, and accessible information regarding the proposed Measure A renewal including:
 - ✓ Proposed Transportation Investments
 - ✓ Estimated Revenues
 - ✓ Accountability Provisions
 - ✓ Project Delivery Impacts

In response to Commissioner Spiegel's clarification about the differences starting in 2027, that nothing changes for the existing Measure A, David Knudsen replied that is correct.

Commissioner Spiegel stated in the 2027 renewal David Knudsen mentioned the addition of lanes on the highways are those going to be toll lanes or general-purpose lanes.

David Knudsen replied that the lanes on the highway program are listed in the Expenditure Plan and are projects that are currently incomplete in current Measure A. He turned it over to Aaron Hake to provide additional information.

Aaron Hake clarified that Commissioner Spiegel's question was about what type of lane. They are recommending keeping practice with current Measure A, but they do not specify the type of lane, because they need to go through the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) process to determine and work with Caltrans on what type of lane it is. It could be general purpose, truck lane, auxiliary lane, or a toll lane. They want to keep that flexibility when they are adopting an ordinance.

Commissioner Spiegel stated on the projected revenues and she knows that sales tax is not increasing as much as they thought, partly is that because of shopping online and the dollars are not coming directly back to communities. She asked if it is going to continue or do they see a change in how sales tax will be coming back to their communities.

Aaron Hake asked Sergio Vidal to answer that question.

Sergio Vidal replied that the forecast right now is they have been at \$280 million for the last three fiscal years. For the current year they are optimistic, especially after three quarters of the current fiscal year they are going to reach their target of \$280 million. Beacon Economics provided a forecast, and it is taking an assumption rate of about 1.8 percent to 2 percent growth throughout the 30-year process that includes any dips and any big increases. Some opportunities for Measure A in the future are the expansion of online sales are still very prevalent, also what are the impacts of brick-and-mortar stores, and gas prices are all considered into the forecast going forward.

Commissioner Spiegel wanted to point this out to everybody who is not on Southern California Association of Governments (SCAG) that they are in another round of Regional Housing Needs Assessment (RHNA) numbers. If everybody remembers how contentious that is Riverside County was promised an increase in their RHNA numbers at the last meeting, so they are beginning that process. With that in mind she guarantees their population and their estimates in Riverside County is going to continue to grow and with growth comes more vehicles. They are not going to be stagnant with the need for expansion and in Sacramento they have said they cannot get funding from them to allow capacity building. That is the creativity of their toll lanes and many of the Commissioners and their residents are not fans of those, but the reality is if they do not use those sources there will not be an expansion. Those are all done by their independent transportation commissions. She stated as David Knudsen said they cannot divert any of the funds from Sacramento and Washington, D.C. They have proven as a Commission for the last 38 years of good stewards of the money and it has to be forefront that very few have had such clean slates of being good stewards of constituents' taxpayer dollars. She has always had a problem with increasing taxes and many Commissioners do, but this is not an increase, this is just a continuation of what is already there. A taxpayer may not feel a half a cent tax, but the Commission certainly will and will not be able to provide the needs for their constituents, so they have to look at the wholeness of this. Most important is they are not like Sacramento and Washington, D.C. and are making decisions on behalf of the taxpayers that have no input. The Commission is allowing the taxpayers to make the

decision and that is really important to let them if they are willing to continue to pay that half cent the taxpayers will not notice the difference, but the Commission will be unable to continue to supply the projects.

Commissioner Taylor stated he loves everything about this, it is exceptional, but he has one pushback which is the creation of the Taxpayer Oversight Committee. In doing research on this, there has been zero examples of an oversight committee not only having authority to do anything but actually discovering anything of significance. This creates a layer of bureaucracy that is unnecessary because not only are they not increasing taxes, but they are doing a very effective job with the Commission and this Board in deploying resources. There is no trace of fraud in this organization and the idea of creating this layer that has no power takes away from the Commission's and Board's effectiveness. He recommends moving everything forward without the Taxpayer Oversight Committee addition.

Commissioner Berkson clarified if this was an un-expiring end date but then he saw 2057 so does this have a new end date or is this open ended until voters retract it on a future ballot.

David Knudsen replied the sunset date will be determined by voters or ended by voters. They use a 30-year planning horizon to begin planning project delivery, so the new 30-year planning horizon of 2057 is what RCTC uses to forecast revenue and project delivery.

Commissioner Berkson clarified there is no end date unless it is back on the ballot.

David Knudsen confirmed it would need to be ended by voters.

Commissioner Ready stated the Taxpayer Oversight Committee is present in many of these types of measures and certainly agrees with it. His experience with them unless they are clearly defined what their role is that they tend to have submission creep. For example, this group may feel they have some authority to determine how the money was spent when they are just checking to make sure it was spent correctly. He cautioned to make sure the rules are clearly defined ultimately when those are propagated.

Commissioner Harnik concurred with both Commissioners Taylor and Ready's comments regarding the oversight committee, it is one of those things they kind of look at and go do they really need it because of how cleanly and efficiently RCTC has always operated. RCTC always gets clean audits, they do a great job, and all the Commissioners are scrutinizing the expenditure of any funds. It gives the voters assurance so they should have very clear and concise guidelines for that body but understand they are assuring the voters their taxpayer half penny will be used well and efficiently as it is set forth to do, so she supports that. As they heard Sergio Vidal mention they see it at \$280 million, but they might have a significant issue of revenue generating if there is some big economic

disaster then they will see Measure A change. Measure A is a consistent source of funding and when looking at any of their graphs that show them the funding RCTC uses all of their sources of funding are erratic. Measure A is something they can look at, it is consistent and they can have a certain level of comfort with it as they plan forward.

Commissioner Krupa stated that Sergio Vidal's presentation was good. They have an oversight committee for public safety in the city of Hemet on a tax measure that serves two purposes. One is an oversight from citizens and second is the voice of those people who then come to the meetings, and these meetings are open to the public. It just adds an extra benefit of trust and transparency to how the money is being spent. She asked how the State Route 79 Realignment Project would benefit from this.

David Knudsen replied SR-79 is listed in the Expenditure Plan under the regional corridors portion of the plan. He stated as they may recall in current Measure A SR-79 Realignment is listed as a highway project, but it is no longer a highway project, so it has been moved into the regional corridors portion of the Highways and Regional Corridors category. The unique thing about seeking the Commission's approval to take all those five categories in western county and consolidate them into the Highways and Regional Corridors category means the stovepipe of funding that exists today will be changed. There will be a bigger pot of available funding in Western Riverside County to complete those larger higher cost projects and that will have a significant benefit to getting that project completed.

Commissioner Fitzpatrick stated in 2016 the city of La Quinta put Measure G on the ballot which is a one cent sales tax. One of the primary components of approval of the measure was the oversight committee and she knows that sometimes they all get a little nervous about oversight committees telling them what to do with their money. They have actually found that they have some extremely intelligent reliable residents who have offered really wonderful suggestions on how to use some of the money they have benefited from in expending it. She would wholly support this measure, and it is a contributing factor to how people will view the Commission as putting this measure responsibly on this ballot.

Commissioner Warren stated it is a little bit confusing on how they are ending this, do the voters get a choice on the ballot and is it going to be worded one way.

David Knudsen replied it will be worded one way, and it will say at the conclusion of the ballot measure until ended by voters.

Commissioner Warren wanted to make sure that was clear and everybody understood. We as a Commission hold a very high responsibility to their voters and they have promised them many projects they have not fulfilled, mostly due to CEQA and funding. It is the Commissioners' responsibility to their voters to give them the opportunity to see these projects go through with the chance to continue this half cent sales tax. She stated that she strongly supports everything that David Knudsen presented.

Adrianna Rizzo, a Riverside resident and a member of Californians for Electric Rail, stated she recognizes the need to renew Measure A and fund transportation but is concerned about some of the allocations. This proposes only 12 percent of revenue for transit in Riverside County but by contrast Orange County's Measure M provides 25 percent of revenue to transit while Los Angeles County's Measure R provides 65 percent. She is a Metrolink and Riverside Transit Agency (RTA) rider and feels that the current level of transit service is not adequate. Her roommate cannot drive and she has to drive them around a lot because the transit infrastructure is not adequate for them. Current spending tracks residents in increasingly unaffordable and dangerous car-dependent status quo. Most of this is going to widen highways which do not improve traffic they increase traffic via induced demand. This is going to lead to more traffic, air pollution, and more car dependency at a time when gas is at \$6.00 a gallon and there is no end in sight for these inflated prices. Metrolink currently has a budget deficit and is phasing down major cuts in October if they do not find a way to fill this gap. Increasing Riverside's contribution to Metrolink by increasing the percentage devoted to transit in this measure could be a solution to this crisis. She referred to the Traffic Relief Plan as a much better way of spending their money and is not sure why there is so much money and energy spent into developing and promoting if they are not going to follow through on it.

Chair Gregory thanked Adrianna Rizzo for her comments and for attending the meeting.

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

- 1) Adopt Ordinance No. 26-001 and corresponding Expenditure Plan for the renewal of the 2009 Measure A transactions and use tax (sales tax) at the current rate of one-half percent (1/2%; one-half cent) to continue funding transportation improvements;**
- 2) Adopt Resolution No. 26-011 placing the Ordinance and Expenditure Plan for the 2009 Measure A renewal of the existing transportation sales tax measure, without raising the existing sales tax rate, on the November 2026 General Election ballot;**
- 3) Adopt Ordinance No. 26-002 adopting technical provisions for the continued collection and administration of the current transactions and use tax (sales tax) at the rate of one-half percent (1/2%; one-half cent) by the California Department of Tax and Fee Administration to fund transportation improvements, programs, and services;**
- 4) Authorize staff to develop and file a notice of exemption under the California Environmental Quality Act (CEQA) for the Sales Tax Ordinance;**
- 5) Receive and file Economic and Fiscal Impact Report and Sales Tax Forecast Report for a renewed measure;**
- 6) Approve Agreement No. 25-11-110-02, Amendment No. 2 to Agreement No. 25-11-110 with Bodewell Group LLC for Public Information and Awareness Services to extend the term to November 30, 2026, and for an additional amount of \$500,000, and a total amount not to exceed**

- 7) \$1,250,000; and**
Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Amendment No. 2 to Agreement No. 25-11-110 with Bodewell Group LLC, on behalf of the Commission.
No: Lorimore

Chair Gregory thanked the Commissioners and noted that they can look for this on the upcoming ballot as long as the Board of Supervisors moves it along.

At this time, Commissioners Gutierrez, Perez, Voss, and White left the meeting.

10. METROLINK FISCAL YEAR 2026/27 OPERATING BUDGET REQUEST

Sheldon Peterson, Rail Manager, presented Metrolink's FY 2026/27 Operating Budget request, highlighting the following:

- Metrolink Regional Rail system map
 - ✓ Metrolink is funded by five-county JPA
 - ✓ Three RCTC routes:
 - Riverside
 - IEOC
 - 91/Perris Valley
 - ✓ Nine stations in our county
 - ✓ 10 years of Perris Valley Line (PVL) started on June 6, 2016
- FY26 Overview
 - ✓ Continuation of Metrolink Reimagined
 - ✓ Holiday Express Train (Sold out trains at Riverside)
 - ✓ Free rides for Transit Equity Day and Earth Day
 - ✓ New operating and maintenance contractor – Alstom
 - ✓ Preparations for World Cup – First match is Friday, June 12
 - ✓ March 23, 2026 Metrolink Service cuts 20 percent for mechanical reliability reasons, reductions to remain until next schedule change
- 2026 World Cup – L.A. Match Schedules
- Budget challenges
 - ✓ Ridership is steadily increasing but passenger fares are significantly lower than pre-COVID
 - Passenger fares pre-COVID were approximately 30 percent+ farebox
 - Passenger fares are currently at approximately 15 percent farebox
 - ✓ Fare revenues are not keeping pace with rising costs
 - Approximately 60-70 percent of Metrolink budget is based on long term contracts with cost escalations and are relatively fixed costs
- Systemwide Ridership and Riverside County Lines charts for FY19 – FY26

- ✓ FY26 ridership on Riverside County Lines trending at 57 percent compared to pre-COVID
- FY27 Operating Budget Forecast
 - ✓ The FY26 Operating Budget was \$353.3 million
 - ✓ Metrolink staff estimates a \$35 million or 10 percent deficit in FY27 due to:
 - Revenue decreases (\$15 million)
 - Cost increases (\$10.5 million)
 - Available subsidy reduction (\$9.5 million)
 - ✓ Metrolink staff proposed a greater than 30 percent reduction in service to address the financial shortfall.
 - ✓ Metrolink submitted a letter requesting \$35 million in funding from the Governor and Legislature to address the deficit.
 - ✓ The Commission provided a follow-up letter of support to the state.
- Next steps
 - ✓ Metrolink has requested that member agencies approve Quarter 1 funding for FY27 at the same level as FY26.
 - ✓ Metrolink staff will provide a final analysis of a service plan for FY27 by August for a full year budget approved by the member agencies in September.
 - ✓ Staff will work with Metrolink to look for ways to increase revenue, reduce expenses, and provide the appropriate level of service.

Sheldon Peterson thanked the Commissioners who serve on the Metrolink Board as it is a very challenging assignment and there are some difficult decisions ahead of them. He then thanked the Commissioners for their leadership and dedication to the residents of Riverside County as they move forward with this process.

Commissioner Downs asked if it is simply the case that people are not riding Metrolink as often as they did, is there some systemic reason or some change in the operation of Metrolink that has caused ridership to decline.

Sheldon Peterson replied Metrolink has been struggling with that, the primary issue is the work habits of people have changed post COVID-19. A lot more people are teleworking, so riders are maybe going three days a week instead of five days. Also, there have been some challenges as far as on-time performance and mechanical issues that discourage some riders from riding it regularly. Metrolink has been working hard to address those issues, but those are the primary reasons for reduction in ridership. This type of ridership challenge is being seen across the country as well.

Adrianna Rizzo thanked RCTC for this proposal to maintain support for Metrolink and encouraged everybody on the Board to vote for it. As a rider it is very much appreciated to see the support. Metrolink is currently facing 57 percent cuts to weekday service on the IEOC Line they may be cutting weekend 91 Line service to just one round trip per day. These cuts will be very devastating and riders are deeply concerned about it.

She appreciates the excellent presentation from staff and hopes that RCTC continues to engage to come up with a solution that averts these devastating cuts. Californians for Electric Rail and their coalition partners have mobilized nearly 3,000 people to send letters and dozens of people to give public comments directed at L.A. and Orange Counties who are reducing their operating support for Metrolink. There is widespread public support for frequent, convenient, and all day Metrolink service. She encourages RCTC to do everything they can including finding new sources of revenue to maintain and increase Metrolink service.

Commissioner Spiegel moved the recommended action.

Commissioner Vargas seconded the motion.

Commissioner Taylor asked about the not to exceed \$10 million being requested that is going to basically help Metrolink, like the public speaker who advocated does this \$10 million ensure the services into Riverside County will not be interrupted or does the \$10 million come into Metrolink and the services get reduced.

Sheldon Peterson replied the \$10 million is based on last year's budget so RCTC is matching last year's quarterly budget amount plus some contingency. The service level currently is at a 20 percent cut so that 20 percent cut will stay until maybe October when they determine whether they do something more. RCTC funds it as if they are getting full service, based on current issues with Metrolink they are at 20 percent reduced service. As they work through this process he will come back to the Commission in September with an update on the final plan for what the service is and what the funding will be for the balance of the year.

Commissioner Warren stated Metrolink sent a letter to the Governor, did they receive a response from them, and did they give any indication that they might listen or help.

Aaron Hake replied Darren Kettle, Chief Executive Officer, is in active conversations with the Secretary of Transportation and the Governor's Office requesting that \$35 million. He understands that they are listening and they are working on it. They do not have a verdict on what funding will materialize if any and that he would not expect the full \$35 million to come from the state, but perhaps some. He noted that he and Carrie Schindler, San Bernardino County Transportation Authority's Executive Director, have also written a letter in support of that request and are letting their Legislative Delegation know they would support state funding to get through this moment recognizing the impact of service reductions on the Inland Empire.

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

- 1) Approve Amendment No. 1 to Agreement No. 25-25-097-00 with the Southern California Regional Rail Authority (SCRRA) for Fiscal Year**

(FY) 2026/27 First Quarter Funding for an additional amount of \$9,411,202, with a contingency of \$588,798, for a total amount not to exceed \$10,000,000;

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute Amendment No. 25-25-097-01 on behalf of the Commission; and**
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for the service.**

Chair Gregory echoed thanks from the Commission to those Commissioners that serves on the Metrolink Board, they do very much appreciate their continued work there. He also thanked Sheldon Peterson and noted that they will see him back in September 2026 for the verdict on what they should continue to do for the rest of the fiscal year.

11. PROGRAMMING FLEXIBILITY FOR CITY OF WILDOMAR PROJECTS AWARDED IN THE 2023 REGIONAL ARTERIALS CALL FOR PROJECTS

Jillian Guizado, Planning and Programming Director, presented the programming flexibility for the city of Wildomar (Wildomar) projects, highlighting the following:

- 2009 Measure A: Subregions
 - ✓ Palo Verde Valley
 - ✓ Coachella Valley
 - ✓ Western Riverside County
- Western Riverside County Transportation Uniform Mitigation Fee (TUMF)
 - ✓ Western Riverside Council of Governments (WRCOG): 100 percent
 - ✓ RCTC: 45.7 percent
 - ✓ Regional Arterials: 50 percent
- 2023 Regional Arterials Call for Projects
 - ✓ Program: Measure A Regional Arterials – Fund Balance \$85 million
 - ✓ Program: TUMF Regional Arterials – Fund Balance \$50 million
- Call for Projects: Guidelines, based on:
 - ✓ Project readiness – 20 points
 - ✓ Regional significance – 10 points
 - ✓ Safety – 10 points
 - ✓ Matching funds – 5 points
 - ✓ Parity – 5 points
 - Unlimited applications
 - \$13.5 million per application
 - \$27 million per agency

At this time, Commissioner Voss rejoined the meeting.

Jillian Guizado continued to present the following:

- Call for Projects: Summary
 - ✓ Applications received – 25 from 14 Western Riverside County agencies
 - ✓ Applications funded – 18
 - ✓ Awarded funding - \$135 million
- Wildomar's awards
 - ✓ Bundy Canyon Road Improvement Project, Segment 2
 - Amount: \$13.3 million
 - Funding type: Measure A
 - ✓ Clinton Keith Road Widening Project
 - Amount: \$2.3 million – Funding type: Measure A
 - Amount: \$3.4 million – Funding type: TUMF
 - ✓ Bundy Canyon Road Improvement Project, Segment 3
 - Amount: \$8 million
 - Funding type: Measure A
- Wildomar's request for additional funding for Bundy Canyon, Segment 2
- RCTC's response to Wildomar offering instead to request from the Commission flexibility to move awarded funds between its three call approved projects
- Wildomar's match
- Benefits of staff's recommendation
 - ✓ Net zero program impact
 - ✓ No harm to others
 - ✓ Facilitates project delivery

Jillian Guizado stated she is joined by Wildomar's City Manager Chris Mann and Wildomar's Public Works Director City Engineer Jason Farag and they are happy to answer any questions.

Commissioner Morabito thanked Jillian Guizado for the presentation. He then moved approval of staff recommendation.

Commissioner Washington seconded the motion.

Chair Gregory appreciates staff keeping the same percentage requirement that is important because other cities did not make the match and one can argue that the point value should not change, so that is important to recognize here.

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

- 1) **Approve the city of Wildomar's request (Wildomar) to move programmed regional arterials funds between three projects Wildomar received funding awards for in the 2023 Regional Arterials Call for Projects (Call).**

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

There were no items pulled from the Consent Calendar.

At this time, Commissioners Lorimore, Vargas, and Washington left the meeting.

13. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake:

- Thanked the Commissioners for their leadership today as it is a tremendous day for RCTC.
- Reminded everyone the Mid County Parkway Groundbreaking Ceremony is being held on June 24 at 9:30 a.m.
- Announced this is the last Commission meeting for Jennifer Crosson, Toll Operations Director, as she is retiring at the end of the month. She has 30 years of experience in this industry, and they are losing a tremendous amount of experience. Jennifer Crosson began her tolling career in 1994 with the Transportation Corridor Agency (TCA) where she helped shape California's tolling framework supporting early all electronic tolling efforts and contributing to the interoperability foundation that enables seamless transportation between toll agencies across California today. She continued this work and joined RCTC in 2015 to build RCTC's program from the ground up. She is the only toll operations director RCTC has had in this capacity. Within 18 months Jennifer Crosson helped launch a full-scale operation that now supports the 91 Express Lanes in partnership with Orange County Transportation Authority and the 15 Express Lanes. Developing business rules, policy frameworks, and implementation that is a model for the rest of the country. Jennifer Crosson has been the heart and soul of our agency for all the years she has been here and has helped keep RCTC on the cutting edge of emerging technology and implementation. She is known for mentoring many people here at RCTC and throughout her career. He is going to miss Jennifer Crosson, congratulated Jennifer Crosson on her retirement, and thanked her for her service to all of us.

At this time, Commissioner Medina left the meeting.

14. COMMISSIONER COMMENTS

- 14A.** Commissioner Magee stated today during the Measure A Renewal discussion they heard from Ms. Rizzo from the California Electric Rail Association she also commented about Metrolink. He noted with Metrolink's funding struggles and the Commission's potential for new revenue from the Measure A Renewal, the presentation showed potential revenue in Western Riverside County of \$9.46 billion 12 percent of that is \$1.1 billion, it is not nothing. With \$1.1 billion

toward rail, maybe they need to look at a more cost-effective way to deliver that and reach out to the private sector. Along the I-15 corridor from Dos Lagos to Pachanga there are a number of commercial and recreational potential stops during that 35-mile corridor. Perhaps they should keep an open mind and look for a private sector partner. He watched staff run after Ms. Rizzo, perhaps she can help the Commission find that private sector partner. Right now, they do not have anything along that corridor where there is a need and if they can get a partner that is interested in working with RCTC he thinks maybe they can do something.

- 14B.** Chair Gregory recognized Commissioner Ricky Estrada from the city of Menifee who is joining the Commission as the new Commissioner. He recently returned from a tour of military duty and Chair Gregory thanked Commissioner Estrada for serving here and for his service. He reminded the Commissioners that the Commission is dark in July and the next meeting will be held on August 12, 2026.

15. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Gregory adjourned the meeting at 11:28 a.m. The next Commission meeting is scheduled to be held on Wednesday, August 12, 2026.

Respectfully submitted,

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

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Maria Garcia, Financial Budget Manager Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 1, 2026 (Q1 2026).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, an Avenu Insights and Analytics Company (now referred to as Neumo), for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. The services performed under this agreement pertain only to the Measure A sales tax revenues.

Since the commencement of sales tax audit services, MuniServices submitted audits, which reported findings to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,530 businesses. Through Q1 2026, CDTFA approved \$19,665,139 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining findings, the Commission will receive additional revenues; however, the magnitude of the value of additional revenues is not available. It is important to note that while the recoveries of additional revenues are tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for Q1 2026. The majority of Q1 2026 Measure A sales tax revenues were received in the second quarter of calendar year 2026, during the period March 2026 through May 2026. The delay is due to the timing of when sales tax for the reported period is collected and distributed by CDTFA.

The summary section of the Q1 2026 report is attached (Attachment 1) and includes an overview of the following: California's economic outlook; local results, historical cash collections analysis

by quarter, top 25 sales/use tax contributors, historical sales tax amounts, annual sales tax by business category, and five-year economic trend (general retail).

RCTC quarterly sales tax cash receipts (net of administrative fees) are stable, reflecting an increase of 1.2 percent, when comparing Q1 2026 to Q1 2025. Increased sales tax receipts in the general retail and food products categories were offset by decreases in the transportation, construction, and business to business categories.

Taxable transactions for the top 25 contributors in Riverside County generated 26.3 percent of taxable sales for Q1 2026. Categories for business identified within the top 25 are primarily general retail, food products, and transportation related.

In the Economic Category Analysis table below, sales tax performance is on a gross basis, specifically it includes estimates for anticipated sales tax receipts, and it does not include the CDTFA administrative fee. The analysis presents three (general retail, food products, and miscellaneous) of the six categories experienced year-over-year gains as of Q1 2026 compared to Q1 2025. Three of the six categories (transportation, construction, and business to business) are lower in the Q1 2026 period, including decreases in auto sales - used, auto parts/repair, building material – retail and wholesale, and business services.

ECONOMIC CATEGORY ANALYSIS									
% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	29.9 / 3.8	30.1 / -0.2	28.1 / 2.4	36.9 / 1.8	27.0 / 2.7	31.9 / 1.7	38.4 / -19.2	28.4 / 3.9	28.0 / 1.4
Food Products	17.8 / 1.1	22.4 / -0.5	22.1 / 1.2	18.8 / 1.1	24.2 / 3.5	17.6 / -4.4	15.0 / -18.9	24.2 / 0.9	19.9 / 2.0
Transportation	21.2 / -4.1	21.2 / -7.4	22.0 / -5.4	21.8 / -3.8	17.6 / -4.7	24.4 / -12.6	20.6 / -21.9	21.8 / -5.0	26.7 / -5.8
Construction	10.2 / -2.1	9.4 / -4.5	8.2 / -1.0	11.5 / -6.6	9.8 / 1.5	10.8 / -15.1	9.2 / -20.7	8.8 / -0.7	14.1 / -2.1
Business to Business	15.4 / -4.0	15.8 / -2.2	18.6 / 3.7	10.5 / 0.3	20.0 / -1.7	13.7 / -9.8	16.1 / -10.0	15.7 / -0.2	10.5 / 3.6
Miscellaneous	5.5 / 11.9	1.1 / -4.0	1.0 / -6.2	0.5 / -6.5	1.5 / 2.6	1.5 / 7.9	0.7 / -26.1	1.1 / -5.0	1.0 / -12.7
Total	100.0 / 0.1	100.0 / -2.7	100.0 / 0.2	100.0 / -0.8	100.0 / 0.5	100.0 / -6.6	100.0 / -18.6	100.0 / 0.0	100.0 / -1.0

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail

Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment

Construction: Building Materials Retail and Building Materials Wholesale

Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales

Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing,

Biotechnology, I.T. Infrastructure, and Green Energy

Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

The Economic Segment Analysis noted in the table below discloses miscellaneous retail as the largest economic segment which includes online retailers, followed by restaurants, and auto sales – new. Miscellaneous retail represents 13.2 percent of total sales tax by segment and experienced an increase of 7.8 percent year over year. Restaurants also experienced an increase of 2.3 percent year over year, reflecting ongoing growth within fast food casual restaurants. New auto sales experienced a decrease of 1.4 percent.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
Largest Segment	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Miscellaneous Retail	Miscellaneous Retail	Restaurants	Restaurants
% of Total / % Change	13.2 / 7.8	16.5 / 0.3	16.9 / 1.9	19.5 / 2.1	18.4 / 5.0	15.0 / 8.6	18.7 / -14.5	18.2 / 1.6	12.9 / 2.3
2nd Largest Segment	Restaurants	Miscellaneous Retail	Auto Sales - New	Restaurants	Miscellaneous Retail	Restaurants	Department Stores	Auto Sales - New	Department Stores
% of Total / % Change	11.8 / 2.3	12.8 / 5.9	12.5 / -3.9	12.5 / 2.2	11.5 / 11.1	12.4 / -2.7	11.3 / -14.6	11.4 / -2.6	11.3 / -0.4
3rd Largest Segment	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Miscellaneous Retail	Auto Sales - New
% of Total / % Change	10.8 / -1.4	10.5 / -4.2	11.0 / 8.6	10.9 / 1.2	8.5 / -3.0	11.4 / -4.5	9.9 / -21.6	10.9 / 12.9	10.7 / -2.8

Staff will monitor sales tax receipts and other available economic data to determine the need for any adjustments to the revenue projections. Staff will utilize the forecast scenarios with the complete report and receipt trends in assessing such projections.

FISCAL IMPACT:

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

Attachments:

- 1) Sales Tax Summary Q1 2026
- 2) Sales Tax Performance Analysis by Quarter Q1 2026
- 3) Quarterly Sales Tax Comparison by City for Q1 2025 to Q1 2026

Riverside County Transportation Commission

Sales Tax Digest Summary

ATTACHMENT 1

Collections through May 2026 Sales through March 2026 (2026Q1)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 1.9% over the same quarter from the previous year for Q1 of 2026, with Northern California reporting a 2.7% increase compared to a 1.3% increase for Southern California. Receipts for the RCTC increased by 1.2% over the same period.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.6% in the first quarter of 2026. U.S. inflation ticked up to 3.8% in April of 2026, up 1.0 percentage points from March of 2025. In March of 2026 gasoline inflation accelerated to 18.9% year-over-year. (DIR, BEA, BLS, April Finance Bulletin)

The U.S. unemployment rate decreased slightly to 4.3% in April of 2026. California's unemployment rate decreased by 0.2 percentage point to 5.3% as of April of 2026. (BLS, April Finance Bulletin)

U.S. personal income increased by 3.6% for the first quarter of 2026, compared to the same quarter previous year. Compensation of employees increased by 3.7%, personal current taxes increased by 2.1% from the previous period, resulting in a net gain of 3.8% in disposable income. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$70,075,726
Less: Cost of Administration	\$(579,230)
Net 1Q2026 Receipts	\$69,496,496
Net 1Q2025 Receipts	\$68,647,639
Actual Percentage Change	1.2%

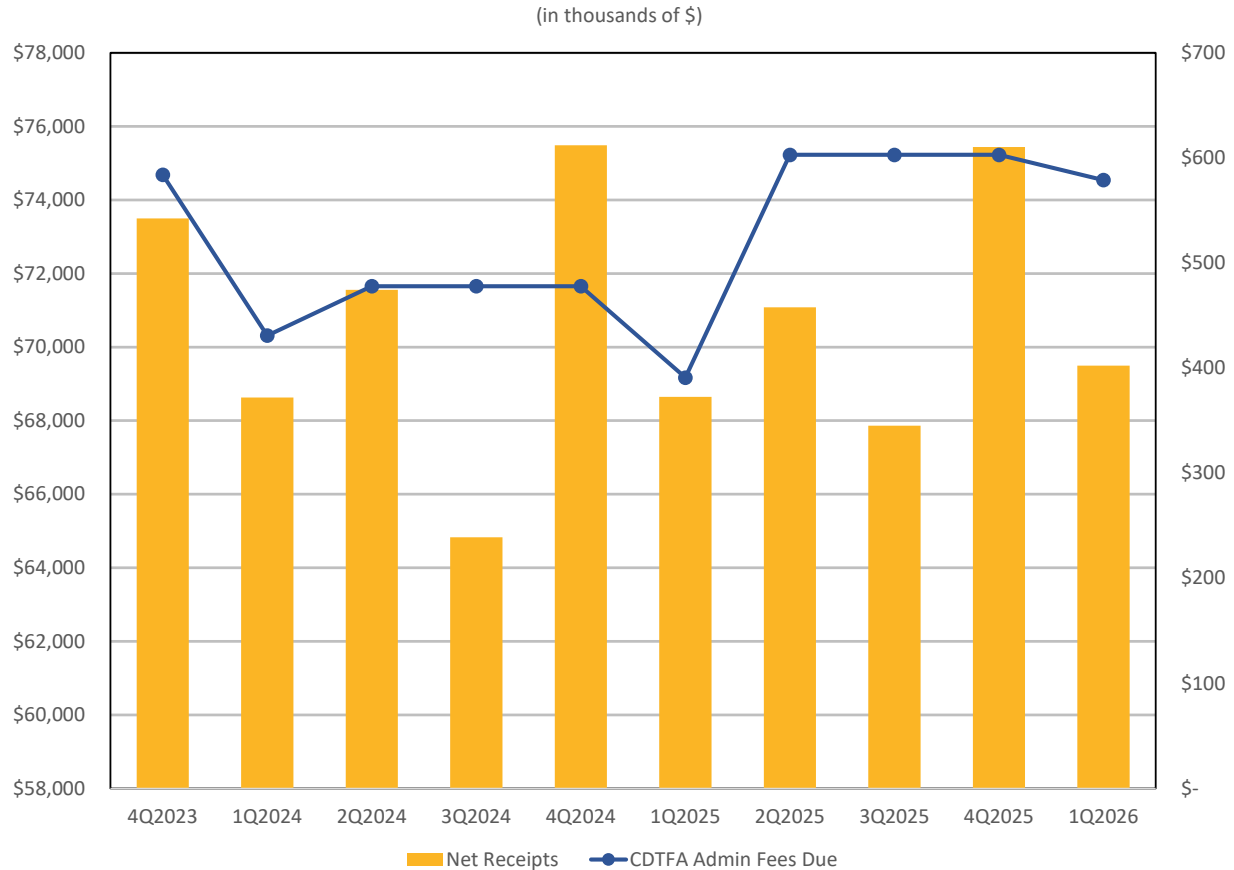
Business Activity Performance Analysis

Local Collections – Economic Basis 1Q2026	\$68,963,357
Local Collections – Economic Basis 1Q2025	\$67,551,262
Quarter over Quarter Change	\$1,412,095
Quarter over Quarter Percentage Change	2.1%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$19,665,139

HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

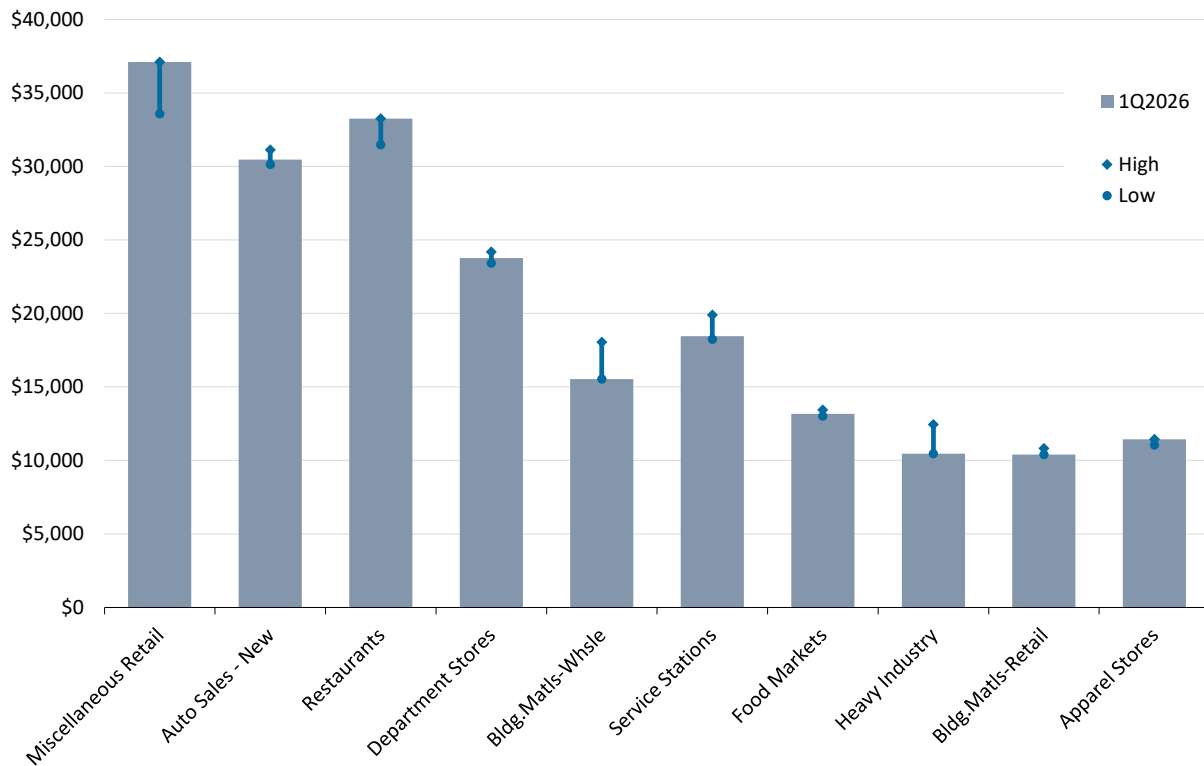
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from April of 2025 through March 2026. The Top 25 Sales/Use Tax contributors generate 26.3% of RCTC's total sales and use tax revenue.

7-ELEVEN FOOD STORES	HOME DEPOT
AMAZON.COM – EC	IN-N-OUT BURGERS
AMAZON.COM SERVICES – EC	LOWE'S HOME CENTERS
ARCO AM/PM MINI MARTS	MCDONALD'S RESTAURANTS
BEST BUY STORES	ROSS STORES
CARMAX AUTO SUPERSTORES	SAM'S CLUB
CED LIGHTING SOLUTIONS	SHELL SERVICE STATIONS
CHEVRON SERVICE STATIONS	STATER BROS MARKETS
CIRCLE K FOOD STORES	TARGET STORES
COSTCO WHOLESALE	TESLA
DEPARTMENT OF MOTOR VEHICLES	VERIZON WIRELESS
EBAY - EC	WAL MART STORES
FLUENCE ENERGY	

* "- EC" added to the end of business names represents electronic commerce.

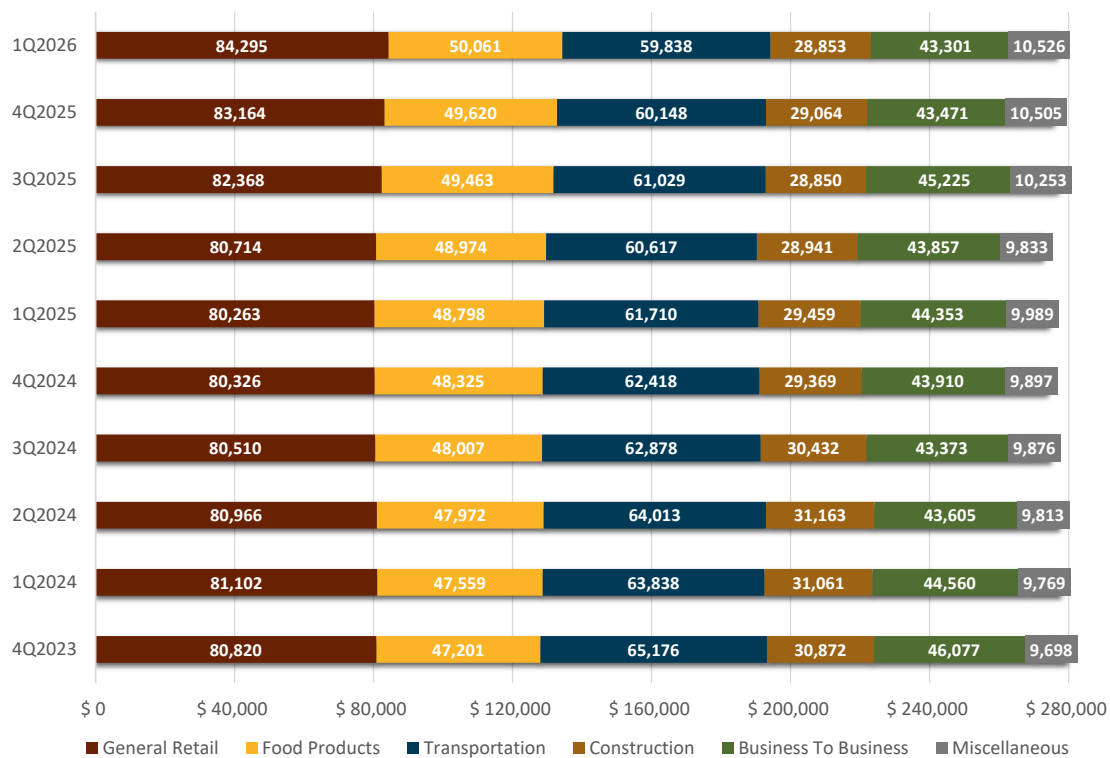
HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through March of 2026, the highs, and the lows for the top ten segments over the last two years in thousands of \$.

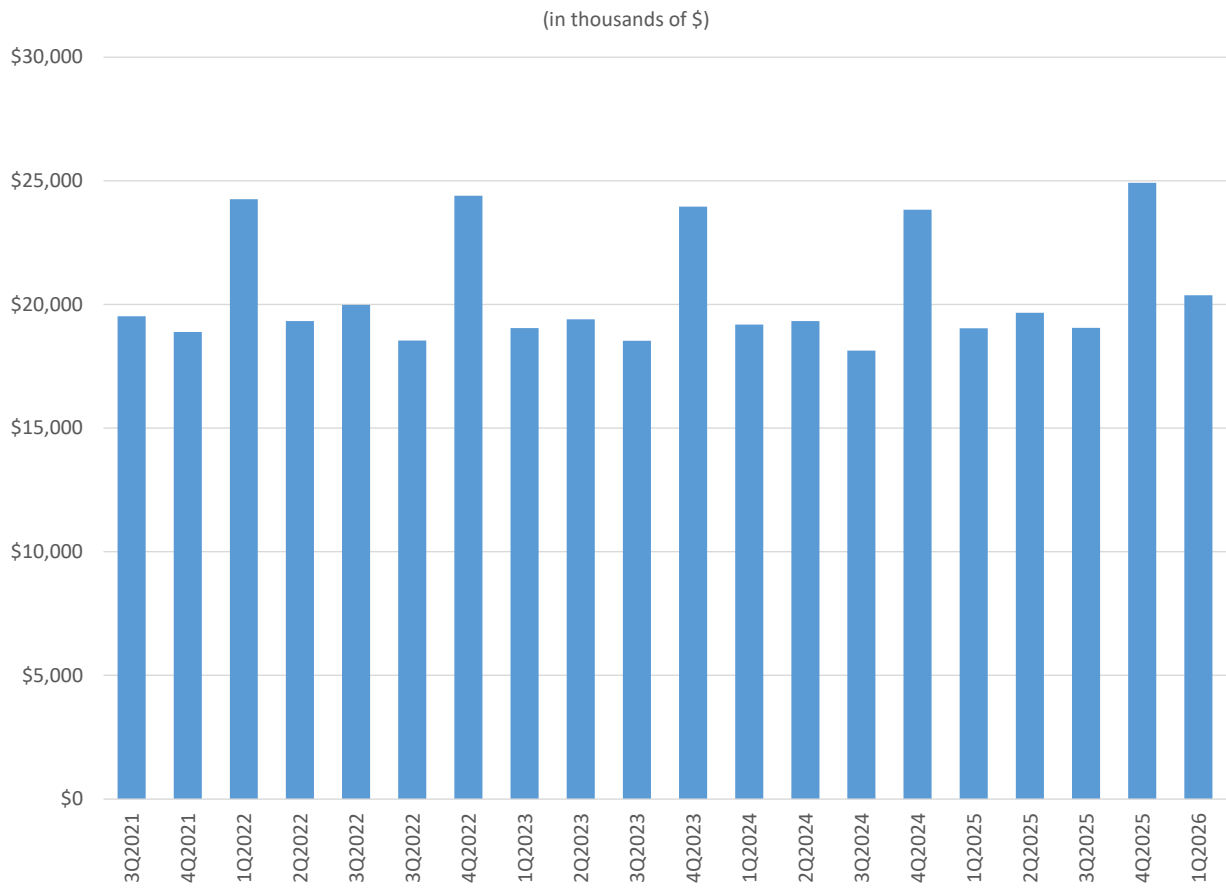


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)

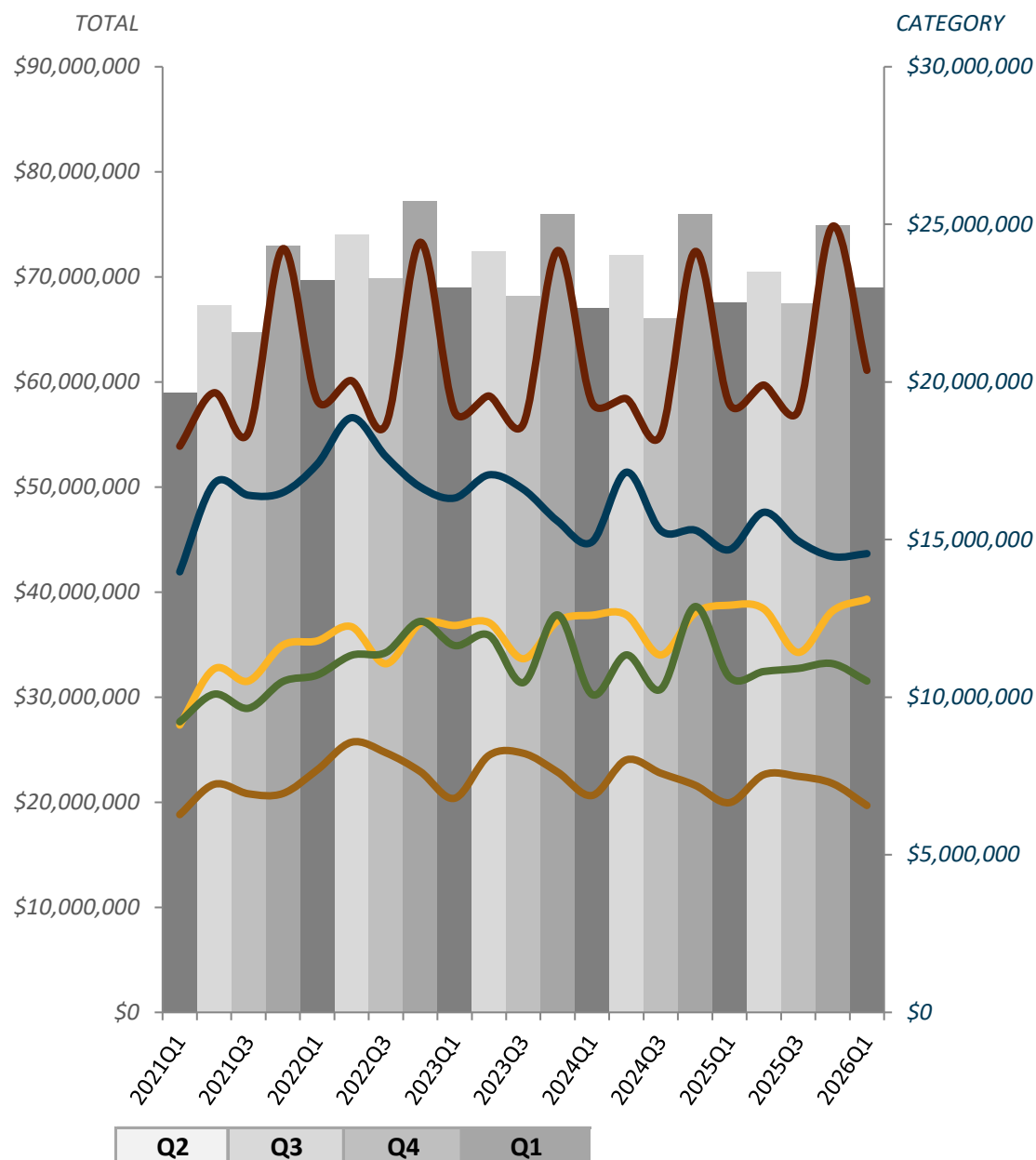


FIVE-YEAR ECONOMIC TREND: General Retail



TOTAL

Economic



TOTAL

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$68,963,357	2.1%	\$1,412,095	0.1%	\$264,755

GENERAL RETAIL

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$20,369,623	5.5%	\$1,067,857	3.8%	\$3,062,108
% of 2026Q1 Total:		29.5%		

FOOD PRODUCTS

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$13,108,475	1.5%	\$191,271	1.1%	\$520,900
% of Total:		19.0%		

TRANSPORTATION

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$14,553,342	-0.9%	-\$126,355	-4.1%	-\$2,563,822
% of Total:		21.1%		

CONSTRUCTION

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$6,564,001	-1.4%	-\$90,103	-2.1%	-\$607,123
% of Total:		9.5%		

BUSINESS TO BUSINESS

2026Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$10,510,993	-1.2%	-\$124,259	-4.0%	-\$1,801,323
% of Total:		15.2%		

QoQ = 26Q1 / 25Q1

YoY = YE 26Q1 / YE 25Q1

RCTC: Quarterly Comparison of 2025Q1 and 2026Q1 (January through March Sales)

	General Retail	Food Products	Transportation	Construction	Business To Business	Miscellaneous	Jan - Mar 2026 (2026Q1)	Jan - Mar 2025 (2025Q1)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	1.6%	-2.0%	-0.2%	26.1%	26.7%	9.3%	730,311	711,696	2.6%	Electronic Equipment	Bldg.Matls-Whsle	Auto Sales - Used	Restaurants
BEAUMONT	24.0%	0.2%	2.7%	-44.1%	-10.3%	37.2%	6,074,261	5,258,918	15.5%	Miscellaneous Retail	Misc. Vehicle Sales	Bldg.Matls-Retail	Light Industry
BLYTHE	-7.4%	-12.2%	17.5%	-8.1%	177.6%	-8.2%	396,896	346,935	14.4%	Light Industry	Auto Sales - New	Restaurants	Service Stations
CALIMESA	-1.5%	-1.5%	-6.8%	-21.4%	-8.5%	-0.7%	329,407	339,639	-3.0%	Department Stores	Leasing	Service Stations	Restaurants
CANYON LAKE	22.4%	-1.4%	1.9%	610.0%	48.3%	-35.7%	76,427	72,064	6.1%	Miscellaneous Retail	Heavy Industry	Restaurants	Miscellaneous Other
CATHEDRAL CITY	0.8%	1.4%	5.3%	5.2%	4.9%	18.7%	2,810,389	2,693,424	4.3%	Auto Sales - New	Light Industry	Auto Parts/Repair	Service Stations
COACHELLA	-13.8%	8.6%	-7.2%	29.7%	-14.1%	13.3%	1,047,474	1,080,913	-3.1%	Food Markets	Bldg.Matls-Whsle	Service Stations	Florist/Nursery
CORONA	1.2%	3.2%	-12.6%	5.0%	3.4%	85.9%	11,759,458	11,683,565	0.6%	Bldg.Matls-Whsle	Auto Sales - New	Service Stations	Auto Sales - Used
COUNTY OF RIVERSIDE	9.3%	4.3%	-4.2%	-10.1%	0.0%	-1.8%	9,999,858	9,749,488	2.6%	Miscellaneous Retail	Restaurants	Bldg.Matls-Whsle	Light Industry
DESERT HOT SPRINGS	-2.7%	2.7%	-0.8%	-16.1%	0.6%	-72.3%	517,394	520,014	-0.5%	Food Markets	Miscellaneous Retail	Drug Stores	Auto Sales - Used
EASTVALE	5.9%	4.1%	-1.6%	3.4%	9.8%	70.7%	10,321,165	9,802,644	5.3%	Miscellaneous Retail	Department Stores	Business Services	Food Markets
HEMET	7.4%	0.3%	13.0%	-1.6%	8.7%	66.4%	3,539,686	3,298,132	7.3%	Auto Sales - New	Miscellaneous Retail	Auto Sales - Used	Service Stations
INDIAN WELLS	-1.5%	-2.5%	0.0%	14.3%	91.6%	-10.2%	836,573	839,282	-0.3%	Business Services	Apparel Stores	Restaurants	Recreation Products
INDIO	8.2%	2.9%	0.7%	-14.8%	-7.4%	-31.4%	3,823,143	3,845,798	-0.6%	Auto Sales - New	Miscellaneous Retail	Bldg.Matls-Whsle	Heavy Industry
JURUPA VALLEY	26.2%	3.5%	-3.0%	-12.6%	-1.2%	-8.7%	4,599,668	4,422,694	4.0%	Department Stores	Recreation Products	Bldg.Matls-Whsle	Heavy Industry
LA QUINTA	5.4%	8.0%	-5.9%	0.8%	3.7%	-32.0%	3,135,244	2,999,399	4.5%	Restaurants	Miscellaneous Retail	Auto Sales - New	Office Equipment
LAKE ELSINORE	1.6%	2.5%	-4.2%	0.4%	0.5%	35.7%	2,983,614	2,987,192	-0.1%	Light Industry	Miscellaneous Retail	Auto Sales - New	Bldg.Matls-Whsle
MENIFEE	-32.6%	0.1%	10.7%	6.7%	37.2%	-41.2%	2,769,087	3,059,461	-9.5%	Light Industry	Misc. Vehicle Sales	Miscellaneous Retail	Miscellaneous Other
MORENO VALLEY	3.5%	0.4%	5.9%	-8.4%	17.9%	3.2%	6,720,577	6,530,902	2.9%	Auto Sales - New	Miscellaneous Retail	Bldg.Matls-Whsle	Service Stations
MURRIETA	4.2%	-0.5%	-5.3%	5.9%	0.1%	-9.2%	5,390,930	5,359,753	0.6%	Miscellaneous Retail	Bldg.Matls-Whsle	Auto Sales - Used	Auto Parts/Repair
NORCO	3.4%	-2.3%	-4.7%	46.0%	4.5%	-3.7%	2,218,880	2,199,740	0.9%	Bldg.Matls-Whsle	Miscellaneous Retail	Auto Sales - Used	Apparel Stores
PALM DESERT	-2.1%	-0.9%	-2.4%	4.1%	6.0%	1.0%	5,910,737	5,969,499	-1.0%	Bldg.Matls-Whsle	Miscellaneous Retail	Furniture/Appliance	Auto Sales - Used
PALM SPRINGS	3.8%	0.9%	13.5%	-2.0%	11.8%	15.8%	5,078,230	4,812,419	5.5%	Auto Sales - New	Energy Sales	Auto Sales - Used	Electronic Equipment
PERRIS	-16.9%	3.4%	-1.8%	1.3%	34.1%	38.4%	5,334,056	5,431,710	-1.8%	Business Services	Heavy Industry	Miscellaneous Retail	Apparel Stores
RANCHO MIRAGE	-7.0%	2.0%	22.5%	0.0%	6.5%	-24.7%	1,794,341	1,713,992	4.7%	Auto Sales - New	Leasing	Department Stores	Furniture/Appliance
RIVERSIDE	13.1%	1.8%	-3.4%	-1.8%	-11.7%	4.6%	18,374,045	18,405,885	-0.2%	Department Stores	Miscellaneous Retail	Auto Sales - Used	Energy Sales
SAN JACINTO	10.9%	-1.0%	-2.8%	-16.7%	-17.0%	16.9%	990,577	964,304	2.7%	Department Stores	Miscellaneous Retail	Auto Sales - Used	Florist/Nursery
TEMECULA	2.5%	1.5%	-2.1%	-0.4%	-3.4%	14.1%	9,838,182	9,884,342	-0.5%	Miscellaneous Retail	Restaurants	Furniture/Appliance	Light Industry
WILDOMAR	6.1%	-2.2%	-0.7%	14.8%	-12.4%	40.7%	635,381	634,677	0.1%	Bldg.Matls-Whsle	Business Services	Light Industry	Restaurants

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Linda Fakhouri, Senior Procurement Analyst Matthew Wallace, Deputy Director of Financial Administration
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2026.

BACKGROUND INFORMATION:

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in December 2025. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

The attached report details all contracts that have been executed for the fourth quarter ended June 30, 2026, under the single signature authority granted to the Executive Director. The unused capacity of the single signature authority for services and goods as of June 30, 2026, is \$ 212,545.

Attachment: Single Signature Authority Report as of June 30, 2026.

**SINGLE SIGNATURE AUTHORITY
AS OF June 30,2026**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
AMOUNT AVAILABLE July 1, 2025			\$ 2,000,000.00		
25-31-070-00	BNSF	PVL Double Track Project- Reimbursement Agreement	\$ 45,000.00	\$ 25,305.56	\$ 19,694.44
09-31-081-17	Parsons	91 Express Lanes Three Lane Study	\$ 200,000.00	\$ 199,229.78	\$ 770.22
10-31-099-18	Stantec	91 Express Lanes Three Lane Study	\$ 200,000.00	\$ 188,766.30	\$ 11,233.70
23-31-024-01	City of Temecula Coop	I-15 Smart Freeway Project RCTC/City of Temecula Coop-RSO	\$ 250,000.00	\$ 31,449.04	\$ 218,550.96
25-18-068-01	Eagle Leadership Group	Eagle Leadership Group -Training Academy	\$ 60,000.00	\$ 60,000.00	\$ -
19-31-066-02	Glenn Lukos Associates Inc	Mitigation and Monitoring Implementation Services	\$ 72,000.00	\$ 51,137.35	\$ 20,862.65
26-18-008-00	Gallagher Benefit Services, INC.	Compensation, Classification and Benefits Studies.	\$ 57,000.00	\$ 18,390.00	\$ 38,610.00
25-67-121-01	Fairbank, Maslin, Maullin, Metz &	Public survey services	\$ 52,500.00	\$ 52,500.00	\$ -
PQ 3444	Empire Inc.'s	Station and facilities HVAC services	\$ 25,000.00	\$ 7,983.00	\$ 17,017.00
10-31-099-19	Stantec	71/91 IC Project	\$ 50,000.00	\$ 35,693.10	\$ 14,306.90
26-18-030-00	ACA Compliance Solution Services, INC	The Affordable Care Act (ACA) compliance services	\$ 2,500.00	\$ 543.25	\$ 1,956.75
25-67-121-02	Fairbank, Maslin, Maullin, Metz &	Public survey services	\$ 71,500.00	\$ 71,500.00	\$ -
25-18-068-02	Eagle Leadership Group	Eagle Leadership Group -Training Academy	\$ 24,000.00	\$ 19,350.00	\$ 4,650.00
18-31-164-08	CHA	SR-60 Truck Climbing Lanes- CM Services	\$ 20,000.00	\$ 17,202.36	\$ 2,797.64
25-33-001-02	SCRRRA	Cooperative Agreement -Riverside-Downtown Station (Station)	\$ 64,380.00	\$ -	\$ 64,380.00
26-19-051-00	MS Excel Solutions	Microsoft Excel programming and consulting Services (increase	\$ 50,000.00	\$ 15,975.00	\$ 34,025.00
26-31-039-00	Union Pacific Railroad Company	Union Pacific Railroad Reimbursement Agreement - RCTC San	\$ 25,000.00	\$ 25,000.00	\$ -
21-31-012-05	CHA	CM FOR 71/91 INTERCHANGE PROJECT	\$ 195,000.00	\$ 176,163.44	\$ 18,836.56
23-31-024-01	City of Temecula Coop	I-15 Smart Freeway Project -Revised memo to return unused	\$ (200,000.00)		\$ (200,000.00)
21-66-020-03	Netkinetix	CLOUD BASED DATABASE SYSTEM CUSTOMIZATION AND	\$ 96,000.00	\$ -	\$ 96,000.00
25-67-121-03	Fairbank, Maslin, Maullin, Metz &	Public survey services	\$ 97,990.00	\$ 97,990.00	\$ -
26-19-075-00	Workiva	Financial reporting module and upgraded budget module	\$ 90,000.00	\$ 90,000.00	\$ -
26-18-080-00	Toll Insight LLC	Recruitment Search Services	\$ 42,655.00	\$ -	\$ 42,655.00
25-67-106-01	Beacon Economics. LLC	Economic forecasting and impact analysis services	\$ 72,100.00	\$ -	\$ 72,100.00
26-11-078-00	OPR Communications	Specialized Stakeholder and Elected-Official outreach services	\$ 45,000.00	\$ -	\$ 45,000.00
26-19-076-00	LSL. LLP	Financial Statement Automation through the Workiva platform	\$ 79,830.00	\$ 47,905.00	\$ 31,925.00
AMOUNT USED			1,787,455.00		
AMOUNT REMAINING through June 30, 2026			\$212,545.00		
Agreements that fall under Public Utilities Code 130323 (C)					
None	N/A		\$-	\$-	\$-
Linda Fakhouri Matthew Wallace Prepared by Reviewed by					

Note: Shaded area represents new contracts listed in the 4th quarter.

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Maria Garcia, Financial Budget Manager Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended May 31, 2026.

BACKGROUND INFORMATION:

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

The Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved an initial agreement with Payden & Rygel in May 2013 following a competitive procurement and has extended the agreement through the annual recurring contracts process. The Commission allowed the contract to expire when it terminated on June 30, 2026, and is in the process of moving the funds to the County Treasurer's Pooled Investment Fund.

The monthly investment report for May 2026, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project 2021 Financing and available operating cash. As of May 31, 2026, total cash and investments in the Commission's portfolio totaled nearly \$2.2 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,509,388,838
Trust	416,270,351
Commission-managed	237,581,007
Total	\$ 2,163,240,196
Note: ¹ Unreconciled and unaudited	

As of May 31, 2026, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 10, 2025, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

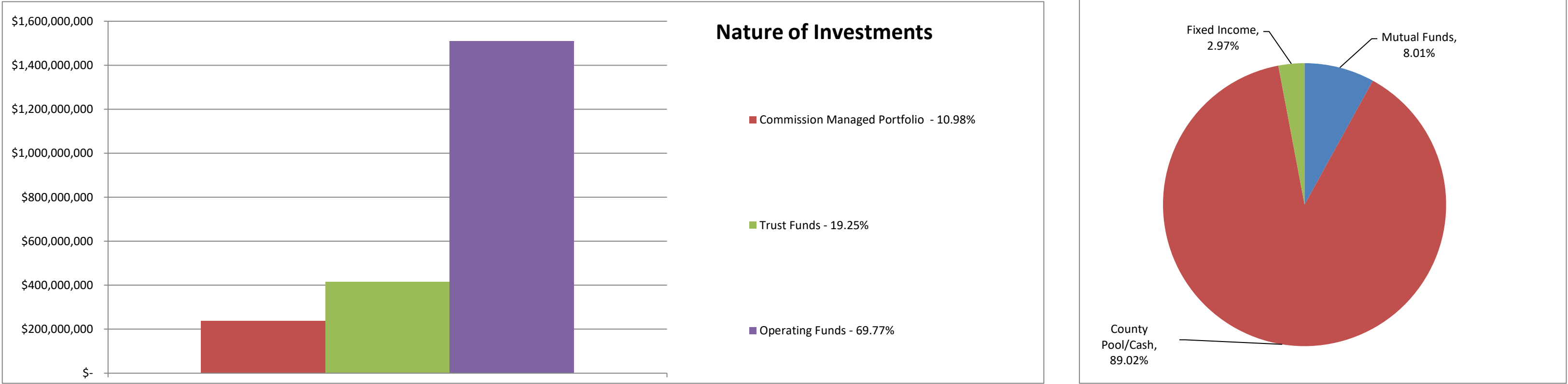
This is an information item. There is no fiscal impact.

Attachment: Investment Portfolio Report for May 31, 2026

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: May 31, 2026

	STATEMENT BALANCE ¹	FINANCIAL INSTUTION	STATEMENTS	RATING Fitch ²	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	18,570,515	City National Bank	Available upon request	AA- AAAf/S1	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,490,818,323	County Treasurer	Available upon request									
Subtotal Operating Funds	1,509,388,838											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	416,270,351	County Treasurer	Available upon request						Available upon request			
Subtotal Funds Held in Trust	416,270,351											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	1,377,879	US Bank	Available upon request						Available upon request			
2013 Series A & Series B Reserve Fund	13,419,313	US Bank	Available upon request						Available upon request			
2021 Series B Reserve Fund	41,282,279	US Bank	Available upon request						Available upon request			
2021 Series C Reserve Fund	8,224,094	US Bank	Available upon request						Available upon request			
First American Government Obligation Fund	173,277,442	US Bank	Available upon request						Available upon request			
Subtotal Commission Managed Portfolio	237,581,007			N/A	N/A				N/A			
TOTAL All Cash and Investments	2,163,240,196											

Notes:
¹ Unreconciled and unaudited
² As of latest available information



AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Maria Garcia, Financial Budget Manager Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended June 30, 2026.

BACKGROUND INFORMATION:

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

The Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved an initial agreement with Payden & Rygel in May 2013 following a competitive procurement and has extended the agreement through the annual recurring contracts process. The Commission allowed the contract to expire when it terminated on June 30, 2026. Nearly all funds moved to the County Treasurer's Pooled Investment Fund as of June 30, 2026. The final amount was transferred in the beginning of July and the account was fully closed.

The monthly investment report for June 2026, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project 2021 Financing and available operating cash. As of June 30, 2026, total cash and investments in the Commission's portfolio totaled approximately \$2.1 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,527,963,665
Trust	415,986,660
Commission-managed	183,204,483
Total	\$ 2,127,154,808
Note: ¹ Unreconciled and unaudited	

As of June 30, 2026, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 10, 2025, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

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

Attachment: Investment Portfolio Report for June 30, 2026

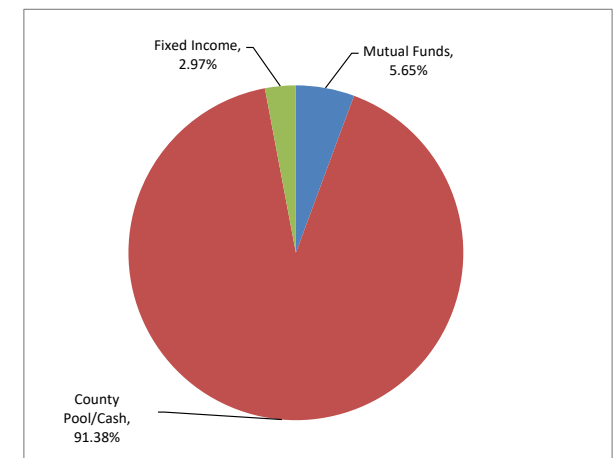
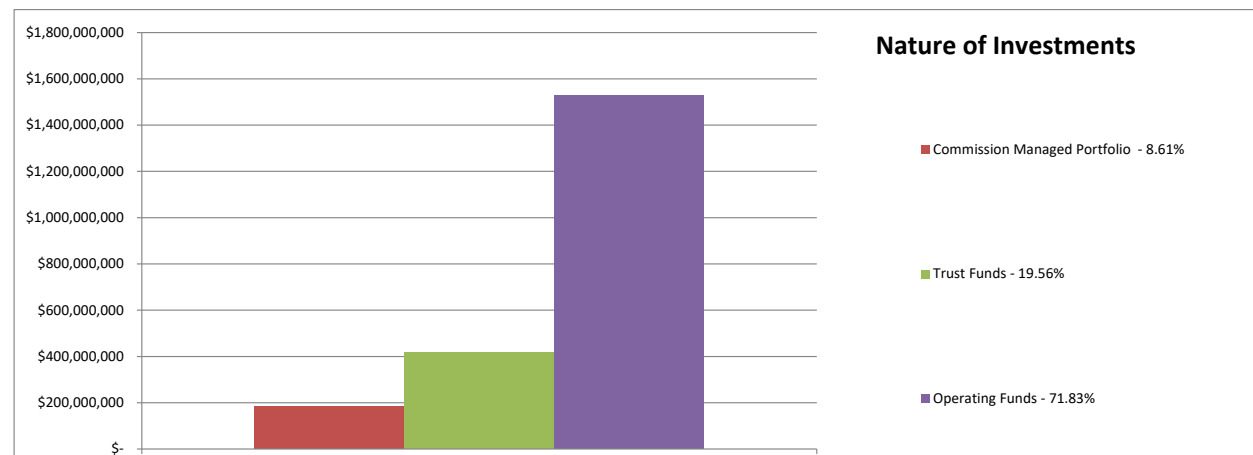
Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: June 30, 2026

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING Fitch ²	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	32,619,738	City National Bank	Available upon request	AA-	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,495,343,927	County Treasurer	Available upon request	AA+/S1								
Subtotal Operating Funds	1,527,963,665											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	415,986,660	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	415,986,660											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	84	US Bank	Available upon request					Available upon request				
2013 Series A & Series B Reserve Fund	13,454,494	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	41,395,765	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,246,703	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	120,107,437	US Bank	Available upon request	N/A	N/A			Available upon request	N/A			
Subtotal Commission Managed Portfolio	183,204,483											
TOTAL All Cash and Investments	2,127,154,808											

Notes:

¹ Unreconciled and unaudited

² As of latest available information



AGENDA ITEM 6F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jonathan Marin, Senior Management Analyst Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Public Engagement Metrics Report, April – June 2026

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for April through June 2026.

BACKGROUND

The Quarterly Public Engagement Metrics Report provides a data-driven view of how the Commission engages with Riverside County residents through its various digital communication channels including the website, social media platforms, e-newsletter, and other outreach tools. These digital communication channels help the Commission connect with the public on timely information relating to projects, programs, construction updates, Measure A investments, and opportunities for community participation.

This report, along with the accompanying Public Engagement Metrics dashboard, summarizes digital engagement activities from April through June 2026. Comparative data from the second quarter of 2025 is included to provide a comparison, helping identify trends over time and inform future communication strategies. While year-over-year comparisons offer valuable insights, variations in project milestones and activity levels may influence overall results.

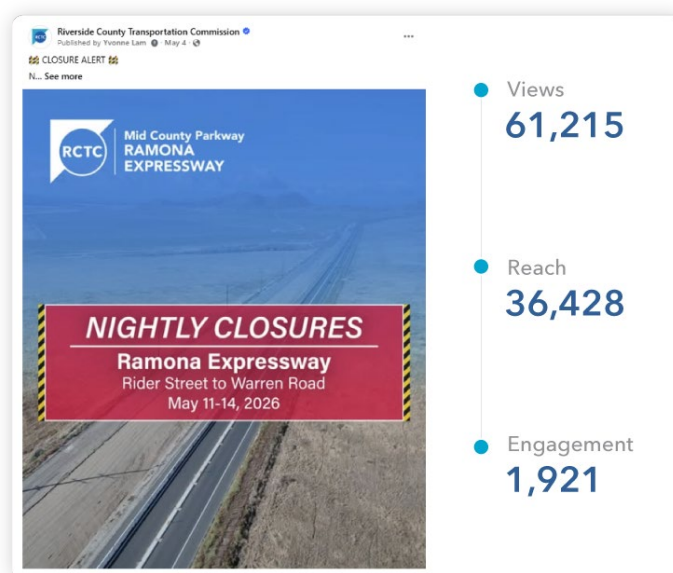
RCTC Quarterly Public Engagement

Social Media

Public sentiment across RCTC’s digital social media channels during the second quarter of 2026 was mixed. Public Affairs staff published content about the launch of the Interstate 15 Smart Freeway Pilot Project, the groundbreaking ceremony for the Mid County Parkway Ramona Expressway Project, construction activity information, and invitations for the public to attend tele-town halls and a webinar for the Commission’s Traffic Relief Plan.

During this past quarter, Public Affairs staff collaborated with partner agencies and stakeholders to elevate awareness about Riverside County transportation projects and programs. A collaboration with the city of Beaumont celebrated the groundbreaking ceremony for Phase II of the State Route 60/Potrero Boulevard. The Commission also collaborated with Skanska USA on a video highlighting the benefits and a few of the construction safety protocols of the 71/91 Interchange Project in Corona, while a post with the San Bernardino County Transportation Authority (SBCTA) highlighted the numerous industry awards given to IE Commuter's Experience Metrolink – a program made possible by the partnership between SBCTA and RCTC.

A post announcing road closures as part of construction for the Commission's Mid County Parkway Ramona Expressway Project was one of the most widely engaged posts during this quarter. The post provided information about scheduled construction activity along this corridor and reached an estimated 36,428 users and was viewed over 61,000 times.



Comparative metrics for the Commission's social media channels for the second quarter of 2026, versus the second quarter of 2025, are highlighted in the tables below. For context, *engagement* measures the total number of interactions such as likes, comments, shares, and clicks, representing how users react and respond to content. *Reach* is the number of unique users who see the content, indicating how many people had the chance to view the posts. *Impressions* count the number of times content is displayed, regardless of whether it was clicked or engaged with.

Facebook	Q2 2025	Q2 2026	Difference
Followers	14,562	15,057	+495 (+3.4%)
Engagement	2,812	5,348	+2,536 (+90%)
Reach	607,412	499,113	-108,299 (-17%)

Instagram	Q2 2025	Q2 2026	Difference
Followers	5,241	5,870	+629 (+12%)
Engagement	2,508	3,126	+618 (+25%)
Reach	477,823	501,942	+24,119 (+5%)

LinkedIn	Q2 2025	Q2 2026	Difference
Followers	2,191	2,626	+435 (+20%)
Engagement	1,032	488	-544 (-52%)
Impressions	28,498	15,676	-12,822 (-45%)

The Point E-Newsletter

Public Affairs staff continue to write and publish high-quality content for the Commission’s blog, *The Point*, to further enhance public awareness about new programs, project progress, and establish transparency with the Commission’s work. Staff publish several compelling stories each month that showcase the Commission’s achievements, key project milestones, funding initiatives, and program updates. The blog serves as a vital communication tool that reflects the Commission’s commitment to transparency and education.

Stories published on *The Point* during the second quarter of 2026 highlighted the Commission’s groundbreaking ceremonies for the SR-60/Potrero Boulevard Interchange and Mid County Parkway Ramona Expressway projects, the launch of the I-15 Smart Freeway Pilot Project, industry awards for the 71/91 Interchange and Smart Freeway projects, and the Commission’s award of a progressive design-build contract for the I-15 Smart Freeway Project Southern Extension. The story with the highest readership during this quarter was titled [I-15 Smart Freeway Pilot Project Prepares to Boot Up](#); covering the start of the baseline data collection period for the project. The story was read nearly 1,022 times during this quarter.

Each month, stories are compiled for the Commission’s digital newsletter and distributed to email and text subscribers. This year’s second quarter newsletter metrics – versus second quarter of 2025 – are highlighted below:

The Point	Q2 2025	Q2 2026	Difference
Email Subscribers	8,239	8,509	+270 (+3.2%)
Text Subscribers	2,225	2,303	+78 (+3.5%)

Average Open Rate	43.4%	18.4%	-57%
Average Click Rate	4.1%	2.4%	-41%

Website

During the second quarter of 2026, the Commission’s website hosted 121,899 sessions from 94,476 unique visitors. 31 percent of website traffic originated from social media, while direct visits – typing in rctc.org into the web browser – made up 24 percent of all website sessions. Organic search traffic was 21 percent of all visits, and paid digital ads, such as Google Ads, accounted for 19 percent of this quarter’s web traffic. Referrals from external sources – such as CBS News, The Patch, The Press Enterprise, and SFGate – made up 5 percent of the remaining web traffic.

The most visited pages during the past quarter were the Traffic Relief Plan webpages, followed by the homepage and the project page for the I-15 Smart Freeway.

Website metrics for the second quarter of 2026 – versus second quarter of 2025 – are highlighted in the table below:

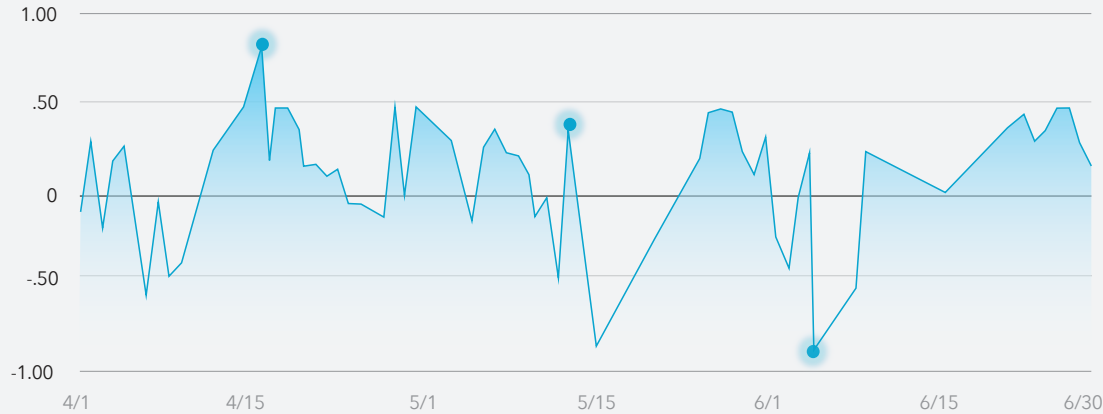
RCTC.org	Q2 2025	Q2 2026	Difference
Website Sessions	80,416	121,899	+41,483 (+52%)
Unique Visitors	52,541	94,476	+41,935 (+80%)

FISCAL IMPACT:

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

Attachment: RCTC Quarterly Public Engagement Metrics Dashboard

Public Sentiment



- 4/16** High level of engagement on announcement of groundbreaking ceremony for the SR-60/Potrero Interchange Project
- 5/13** High engagement with mixed sentiment about road closures for construction on the Mid County Parkway Ramona Expressway Project
- 6/2** Users expressed frustration about traffic near I-15 Smart Freeway Project area

Social Media

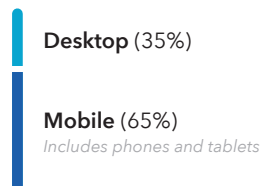


Website

121,899
Total Sessions
+52% vs Q2 of 2025

94,476
Unique Visitors
+80% vs Q2 of 2025

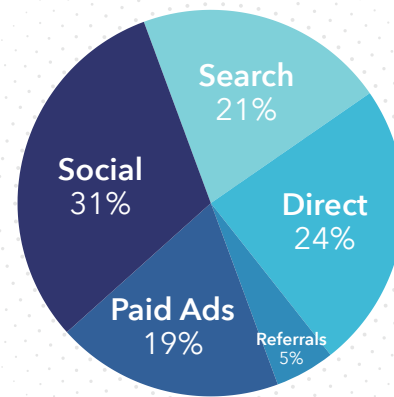
Sessions by Device



Top Pages Visited

- Traffic Relief Plan
- Homepage
- I-15 Smart Freeway Project Page

Sessions by Channel

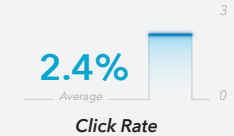
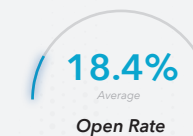


External referrals originated from sources such as CBS News, The Patch, The Press Enterprise, and SFGate.

Newsletter

8,509
Email Subscribers
+3.2% vs Q2 of 2025

2,303
Text Subscribers
+3.5% vs Q2 of 2025



Most Read Story

I-15 Smart Freeway Pilot Project Prepares to Boot Up
Baseline data collection period underway along northbound I-15 in Temecula

AGENDA ITEM 6G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee John Tarascio, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Reporting of Executed Contract Change Orders for Construction Contracts

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Report of Executed Contract Change Orders for Construction Contracts for the three-month period ending June 30, 2026.

BACKGROUND INFORMATION:

During the past quarter, April through June 2026, the Commission has had the following projects with open construction contracts:

1. SR-71 / SR-91 Interchange
2. I-15 SMART Freeways
3. Perris-South Metrolink Station Expansion
4. Mid County Parkway / Ramona Expressway Construction Contract 3
5. SR-60 / Potrero Boulevard Interchange – Phase II

DISCUSSION:

At the direction of the Executive Committee in its March 2021 meeting, a quarterly report will be filed listing the construction contract change orders issued during the previous quarter. The following table summarizes the Contract Change Orders issued in the second quarter of 2026, which is the fourth quarter of Fiscal Year 2025/26.

Contractor Change Orders executed in the 2nd Quarter of CY 2026			
Project	CCO No.	Description	Amount
SR-71 / SR-91 Interchange	CCO 04-S2	Public Trash Removal	\$123,824.00
	CCO 43	Value Engineering Change Proposal (VECP) for Drainage System No.16 (RFI 100)	(\$8,432.00)
	CCO 55	SKANSKA Global Impacts	\$3,400,000.00
I-15 SMART Freeways	CCO-19	Additional Works for French Valley Project (FVP) Ramp Metering System (RMS) 1 & 2	\$66,157.00
	CCO-22	Additional Activated Blank-out (ABO) Sign at French Valley Project (FVP) I-15 Connector	\$112,179.00
	CCO-23	Miscellaneous Additional Works for Project Close-out.	\$95,840.00
	CCO-24	Furnish Dynamic Messaging System (DMS) / Variable Messing Sign (VMS) Spare Parts	\$31,849.00
	CCO-25	Furnish TIRTL (The Infra-Red Traffic Logger) Spare Parts	\$90,546.00
	CCO-26	Weed Control for TIRTLs (The Infra-Red Traffic Logger)	\$25,412.00
Perris-South Metrolink Station Expansion		None	
Mid-County Parkway / Ramona Expressway Construction Contract 3	CCO 01	Maintain Traffic	\$100,000.00
	CCO 03	Stormwater Pollution Prevention Plan (SWPPP) Maintenance	\$50,000.00
	CCO 04	Trash Removal	\$75,000.00
	CCO 05	Tribal Monitoring Connex Storage Container	\$10,000.00
	CCO 06	Crash Cushion (RFI-021)	(\$1,430.00)
SR-60 / Potrero Blvd. Interchange - Phase II	CCO 01	Flagging and Maintenance of Traffic	\$75,000.00

FISCAL IMPACT:

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.

AGENDA ITEM 6H

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Eric DeHate, Transit Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Amendment to SunLine Transit Agency's Fiscal Year 2025/26 Short Range Transit Plan

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve a \$2,000,000 increase in the Fiscal Year (FY) 2025/26 Local Transportation Funding (LTF) allocation for SunLine Transit Agency (SunLine) for a total amount not to exceed \$33,721,487; and
- 2) Approve the amendment to SunLine's FY 2025/26 Short Range Transit Plan (SRTP) reflecting the funding adjustment.

BACKGROUND INFORMATION:

In June 2025, the Commission approved the seven bus operators' FY 2025/26 SRTPs and allocated funding to meet their operational and capital needs. If a transit operator requires additional financial resources throughout the year, Commission Transit Funding Policy No. 1-2 requires that any additional transit funding be brought to the Commission for review and approval through a formal SRTP amendment request. Consistent with this policy, staff has received a formal SRTP amendment request from SunLine seeking additional LTF operating assistance.

SunLine had a total FY 2025/26 operating budget of \$50,500,000, consisting of \$5,900,123 in federal funds, \$32,523,821 in state funds, and \$12,076,056 in local funds. Of the state funds, SunLine was allocated \$31,721,487 of LTF and is requesting an additional \$2,000,000 in LTF to address higher-than-anticipated operating expenses incurred during the fiscal year, primarily related to increased hydrogen fuel costs and insurance expenditures associated with the agency's transition to zero-emission operations. At its June 24, 2026, meeting, the SunLine Board of Directors approved a budget amendment to its FY 2025/26 operating budget and request of \$2,000,000 in LTF operating assistance (Attachment 1).

Commission staff have reviewed SunLine's amendment request and recommends approval of an additional \$2,000,000 in LTF operating assistance, and approval of their amended FY 2025/26 SRTP to reflect this funding adjustment (Attachment 2).

FISCAL IMPACT:

The existing FY 2025/26 budget has sufficient funding in LTF to cover this request and does not require an adjustment to the budget.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$2,000,000
Source of Funds:	LTF Coachella Valley Bus			Budget Adjustment:	No
GLA No.:	002211 86101 00000 0000 6010 62 86101			\$ 2,000,000	
Fiscal Procedures Approved:				Date:	7/9/2026

Attachments:

- 1) SunLine's FY 2025/26 Budget Amendment Staff Report, June 24, 2026
- 2) SunLine's FY 2025/26 SRTP Table 4.0 Amendment No. 2

Approved by the Budget and Implementation Committee on July 27, 2026

In Favor: 11 Abstain: 0 No: 0



SunLine Transit Agency

Item 10B

Board Report

June 24, 2026

AGENDA ITEM: ACTION

TO: Finance/Audit Committee/Committee of the Whole
Board of Directors

FROM: Luis Garcia, Chief Financial Officer

SUBJECT: Approval of Fiscal Year 2026 Budget Amendment

Recommendation:

Recommend that the Board of Directors approve an amendment to the Fiscal Year (FY) 2026 Operating Budget increasing budget authority by \$2,000,000, from \$50,500,000 to \$52,500,000.

Background:

SunLine Transit Agency (SunLine) has experienced unique operational changes during FY2026, as compared to prior years, as the agency continues implementation of leading edge, zero-emission technology, facilities, and vehicles. The most notable impacts of these changes were seen in 1) fuel consumption related expenses, 2) insurance costs, and 3) the reduced use of compressed natural gas (CNG) powered buses with the expanded use of hydrogen fuel cell buses in the active fleet. Budget expenditures tied to these impacts resulted in increases beyond original budget assumptions, and the following are contributing factors:

Federal Transit Administration (FTA) Spare Ratio Requirements

SunLine must comply with the Federal Transit Administration's (FTA) spare ratio requirement, which limits active fleet spares to 20 percent of peak service needs. As a result, SunLine relies heavily on its active fleet of 32 hydrogen fuel cell buses, which represent more than 63 percent of the agency's active fixed-route fleet and cannot be reassigned to the contingency fleet because they have not yet reached useful life.

Liquid Hydrogen Station Commissioning

The agency's new liquid hydrogen fueling station entered testing and operational phases during FY2025 and FY2026. As with any new infrastructure deployment, commissioning activities required extensive operational testing, performance verification, and optimization of fueling procedures. These activities resulted in fuel consumption patterns and operating costs that differed from historical assumptions.

Increased Fuel Cell Bus Availability

SunLine has achieved substantial improvements in fuel cell bus reliability and availability through targeted training, maintenance enhancements, and operational improvements. Daily fuel cell bus availability increased from approximately 5-8 buses in 2024 to 20-22 buses in 2026, with peak availability reaching 26 buses. Overall downtime for fuel cell buses improved by more than 70 percent during FY2026. As a result, hydrogen consumption increased significantly as a larger portion of fixed-route service was operated using fuel cell vehicles rather than compressed natural gas (CNG) vehicles.

Fuel Production and Procurement Changes

During FY2026, SunLine continued refining operating parameters associated with hydrogen production through its electrolyzer and liquid hydrogen fueling operations. Staff also worked to better distinguish fuel produced internally from fuel purchased externally and to understand the cost impacts associated with each source. Increased use of hydrogen fuel, combined with operational adjustments necessary to improve station efficiency and reliability, contributed to higher-than-budgeted fuel expenditures.

Operational Optimization Efforts

Throughout the year, staff implemented numerous operational improvements designed to reduce hydrogen losses and improve fueling efficiency. These efforts included revised fueling procedures, reduced pre-cooling requirements, improved station startup and shutdown protocols, optimized fueling windows, and increased use of electrolyzer-produced hydrogen during midday operations. Initial results indicate significant reductions in system losses and improved overall fuel utilization.

Although fuel expenditures are projected to exceed budget, the increased costs are largely associated with the successful deployment and operation of SunLine's expanding fuel cell fleet and supporting hydrogen infrastructure. Service levels have remained unchanged, and the agency continues to advance its zero-emission transportation goals while improving fleet reliability and availability.

Staff believes the operational data gathered during FY2026 provides valuable insight into long-term hydrogen production, fueling, and consumption trends that will improve future budget development and forecasting efforts.

To enhance transparency and oversight, staff will implement a semi-annual fuel utilization and hydrogen operations report to the Finance/Audit Committee. These reports will provide updates regarding fuel expenses, station performance, operational efficiencies, and areas for continued improvement.

Insurance Expenses

In addition to fuel costs, insurance expenses also exceeded original budget assumptions. The insurance market has generally hardened in recent years, with public entities experiencing particularly significant impacts. A primary factor contributing to these increases is "social

inflation," which refers to legal, cultural, and societal trends that drive higher claim costs and insurance premiums. Examples include the expansion of liability standards, increasing settlement and jury award values, the influence of social media on public perception, and a growing number of large claim settlements and verdicts.

Insurance premiums also increased as the Agency's insured asset values grew and additional facilities and vehicles were added to the insurance program. While insurance premiums represent the majority of the agency's insurance-related costs, claim losses can have a significant impact on annual expenses and are more difficult to forecast. Unlike premiums, which are generally known in advance, claim losses are driven by actual incidents and the evolving estimates associated with those claims. As a result, insurance loss expenses can fluctuate significantly from year to year and may exceed budgeted amounts when claim activity or settlement estimates increase.

In accordance with GASB Statement No. 10, the agency is required to recognize the estimated future cost of known and accepted insurance claims when those costs are considered probable and can be reasonably estimated. These amounts are recorded as expenses and liabilities in the financial statements even though the claims have not yet been paid. Accordingly, a portion of insurance loss expense represents accounting accruals for anticipated future claim settlements rather than actual cash expenditures made during the fiscal year. Actual claim payments may occur over multiple years and may differ from the original estimates as claims are resolved

Financial Impact:

Approval of the proposed amendment for \$2,000,000 will provide sufficient budget authority to address FY2026 fuel-related operating expenditures while allowing the agency to continue operating its fleet and supporting infrastructure without disruption. \$3,852,476 of underutilized Local Transportation funds are available. In addition, service levels remain unchanged, and no adverse impacts to the agency's long-term financial position are anticipated.

Strategic Priority:

Resource Acquisition, Allocation, and Management: Prioritizes optimized resource management by effectively acquiring and allocating financial, human, and material resources to ensure operational excellence and long-term sustainability.

In Collaboration with:

N/A

Approved/Reviewed by:

Mona Babauta, CEO/General Manager
Catherine J. Groves, General Counsel

Attachment:

- FY26 Budget Amendment Presentation

FY26 Budget Amendment



Executive Summary

- Adopted FY26 Budget: \$50,500,000
- Projected FY26 Operating Expenditures: \$52,479,852
- Projected Variance: \$1,979,852
 - Primarily attributed to hydrogen fuel consumption levels
 - Significant, unanticipated increase in insurance costs
 - Increased staff productivity in moving projects/programs forward & improving fleet availability

Key Takeaways:

- Service levels remain unchanged
- Funding sources are available
- No adverse impact on long-term financial stability

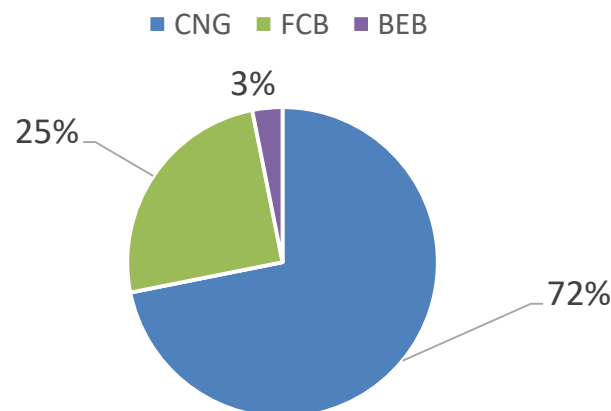
Fuel Budget Considerations

- Commissioning of new liquid hydrogen station
- Electrolyzer repairs and new operating parameters
- Determining between produced or purchased hydrogen and CNG
- Improvements to fuel cell bus availability
- Public fuel sales

Current Fleet Characteristics

- 51 total active fixed route fleet – 32 FCB, 4 BEB & 15 CNG
- 37 total contingency CNG fleet for fixed route
- Average age of fixed route bus is nearly 10 years
- Average age of paratransit vehicle is nearly 5 years

Total Active Fixed Route and Paratransit Fleet Fuel Type



Regulations on Fleet

- Federal spare ratio
 - 20% maximum spares in active fleet
 - Contingency fleet
 - Restrictive use
 - Must be past useful life
- Innovative Clean Transit (ICT) Rule
 - California requirement for zero-emission transit buses by 2040

Self-Consumed Fuel

- Allocates expenses from cost center (SunFuels) to end user (Maintenance)
- Dependent on demand for internally produced fuel for CNG and hydrogen produced via electrolysis

Historical Expenses for Self-Consumed Fuel					
FY22 Actuals	FY23 Actuals	FY24 Actuals	FY25 Actuals	FY26 Projected (March)	FY26 Annual Budget
\$(2,937,569.53)	\$(4,009,829.17)	\$(2,847,737.30)	\$(2,212,518.64)	\$(2,044,987.09)	\$(4,038,056.00)

LH2 Station Timeline

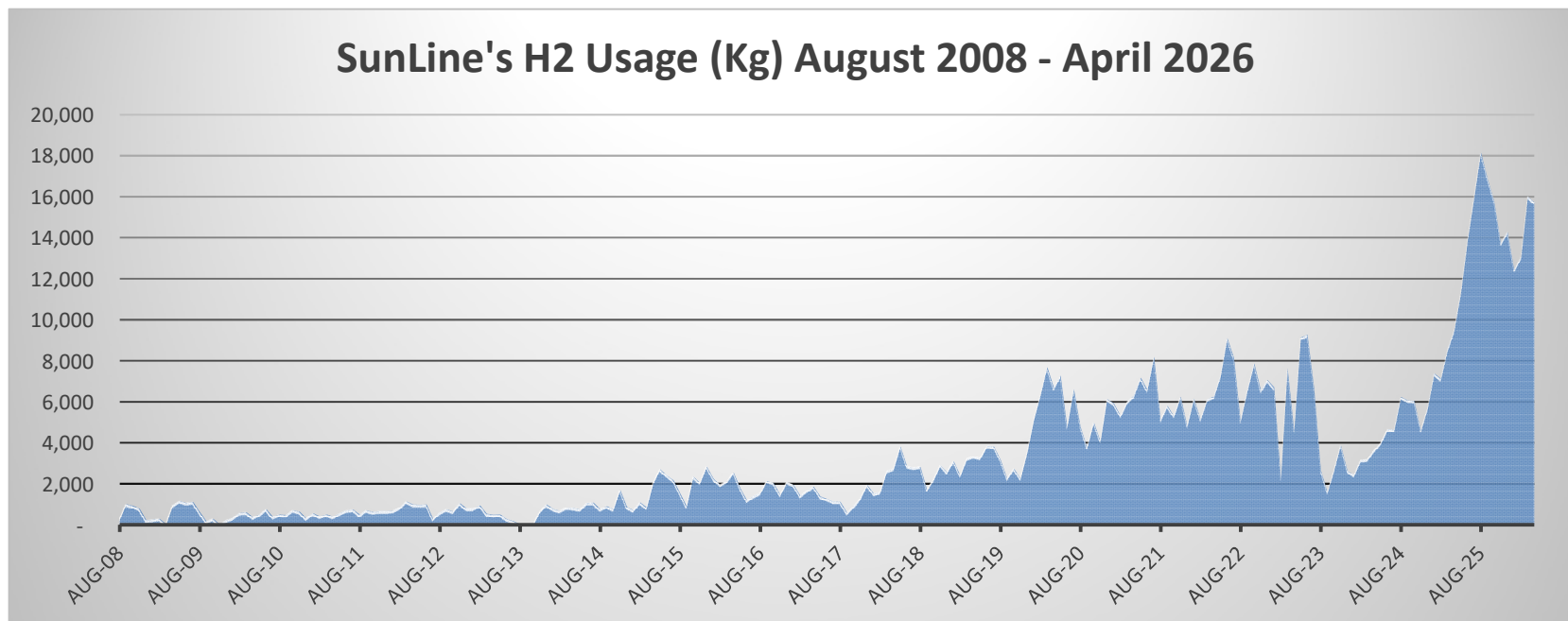
- Construction began late 2023 (FY24)
- Began test fueling in July 2024 (FY25)
- Steady usage since September 2024 (FY25)



Fuel Cell Bus Fleet Availability

- Over the past three years fuel cell availability has gone from a daily average of:
 - o 5 - 8 in 2024
 - o 12 - 15 in 2025
 - o 20 - 22 in 2026 with a high of 26
- Downtime for fuel cell buses improved over 73% in FY26

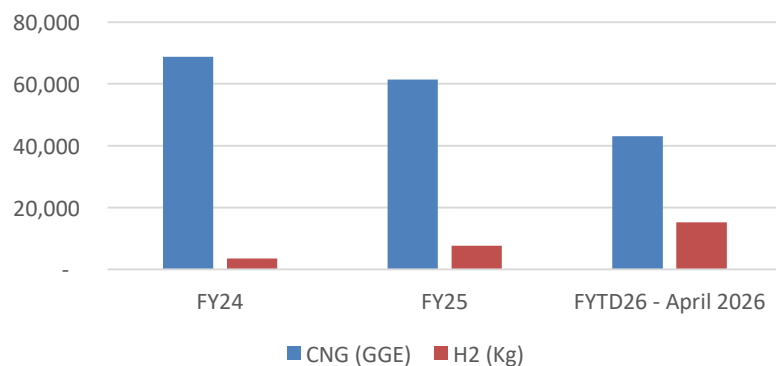
Historical Hydrogen Consumption



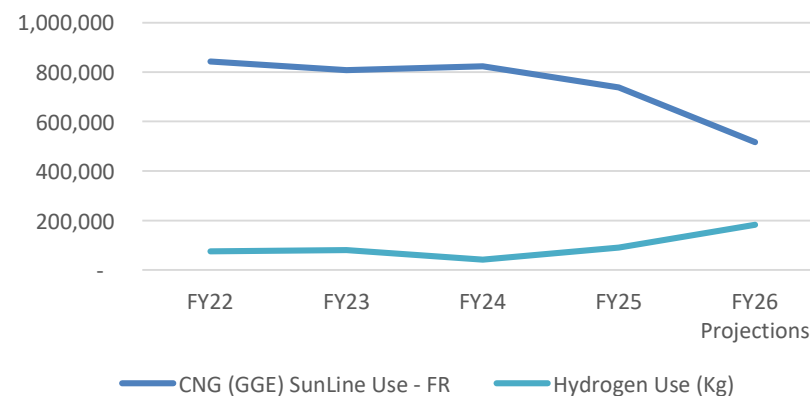
Steam Methane Reformer (SMR) → Electrolyzer → Liquid H2

Recent Changes in Fixed Route Fuel Utilization – CNG vs. H2

Average Monthly Fixed Route Fuel Consumption



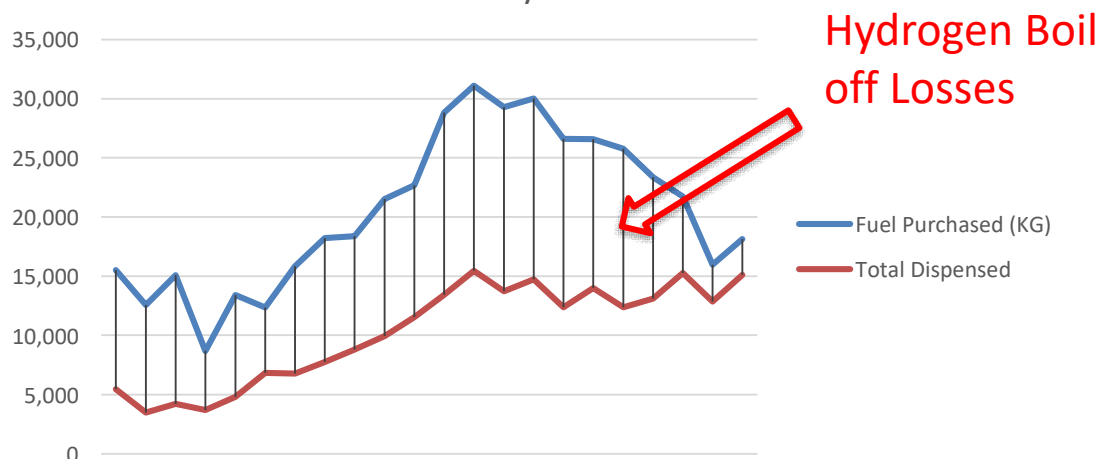
Fuel Consumption History & Projections



Hydrogen Boil Off

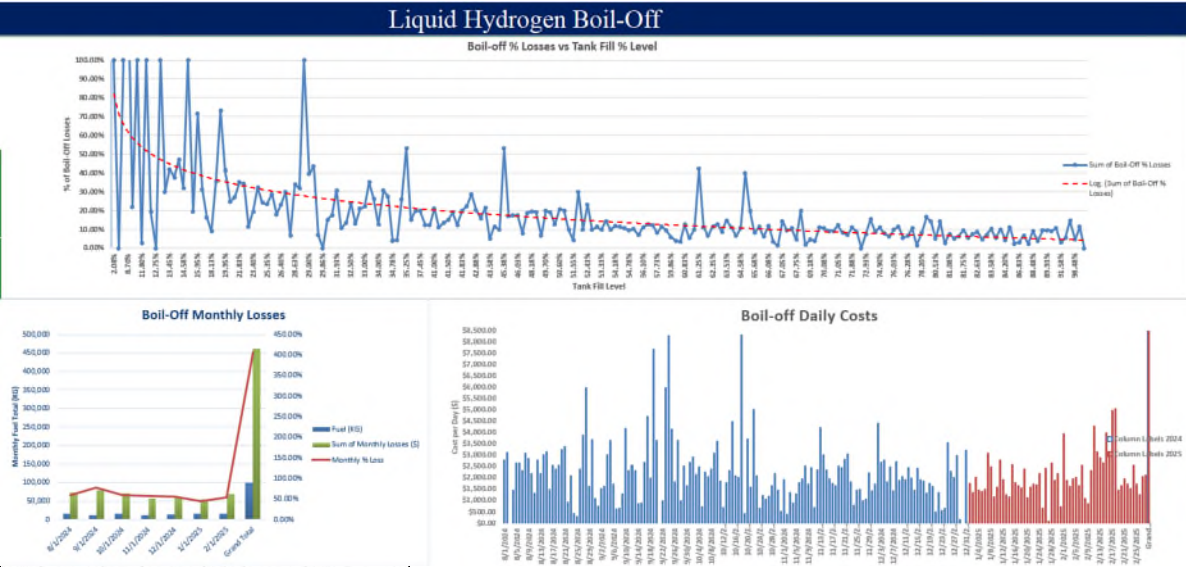
- Boil off inherent to the use of LH2
- Sparse information on total losses due to boil off
- Experience with LH2
- Adjusting operating procedures to increase efficiency
- Reviewing potential equipment that could further reduce boil off

Liquid Hydrogen Purchased vs Dispensed - August 2024
- May 2026



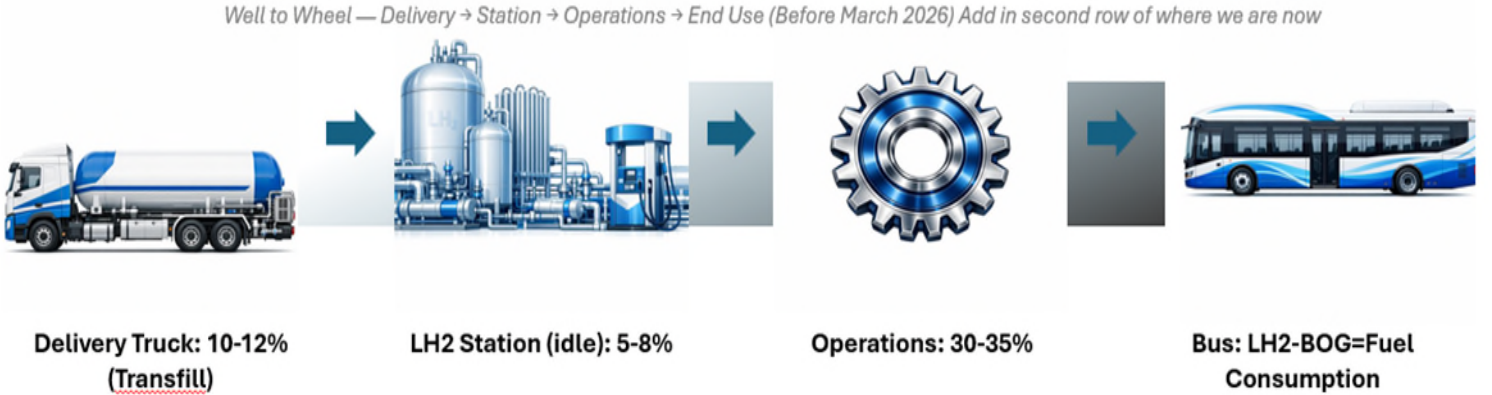
LH2 Data Collection

- Types of variables collected
 - Number of deliveries in a month
 - Delivery quantities
 - Fueling window (number of hours station in operation)
 - Number of times station initiated/stopped
 - Fueling efficiency (dispensed fuel versus what was burnt off)
- Established critical time-stamps throughout the day
 - Monthly Analysis
 - Results in establishing and identifying 'normal' parameters
 - Monitor anomalies in Well-to-Wheel stages
 - Normalizes what are “acceptable” losses throughout each stage



Fueling Window by Month											
1-Dec	8	1-Jan	10	1-Feb	0	1-Mar	1				
2-Dec	13	2-Jan	9	2-Feb	14	2-Mar	14				
3-Dec	15	3-Jan	9	3-Feb	11	3-Mar	14				
4-Dec	14	4-Jan	7	4-Feb	12	4-Mar	15				
5-Dec	14	5-Jan	13	5-Feb	10	5-Mar	14				
6-Dec	11	6-Jan	9	6-Feb	10	6-Mar	15				
7-Dec	3	7-Jan	10	7-Feb	7	7-Mar	8				
8-Dec	11	8-Jan	10	8-Feb	8	8-Mar	10				
9-Dec	14	9-Jan	13	9-Feb	9	9-Mar	10				
10-Dec	15	10-Jan	6	10-Feb	13	10-Mar	16				
11-Dec	13	11-Jan	6	11-Feb	10	11-Mar	14				
12-Dec	14	12-Jan	14	12-Feb	12	12-Mar	13				
13-Dec	10	13-Jan	8	13-Feb	12	13-Mar	11				
14-Dec	11	14-Jan	12	14-Feb	8	14-Mar	12				
15-Dec	1	15-Jan	13	15-Feb	7	15-Mar	8				
16-Dec	12	16-Jan	11	16-Feb	0	16-Mar	10				
17-Dec	11	17-Jan	1	17-Feb	12	17-Mar	0				
18-Dec	12	18-Jan	9	18-Feb	14	18-Mar	13				
19-Dec	12	19-Jan	15	19-Feb	13	19-Mar	10				
20-Dec	11	20-Jan	14	20-Feb	14	20-Mar	13				
21-Dec	10	21-Jan	14	21-Feb	6	21-Mar	13				
22-Dec	13	22-Jan	12	22-Feb	10	22-Mar	7				
23-Dec	12	23-Jan	15	23-Feb	13	23-Mar	15				
24-Dec	10	24-Jan	9	24-Feb	14	24-Mar	10				
25-Dec	0	25-Jan	9	25-Feb	13	25-Mar	10				
26-Dec	9	26-Jan	11	26-Feb	14	26-Mar	9				
27-Dec	9	27-Jan	11	27-Feb	15	27-Mar	14				
28-Dec	9	28-Jan	12	28-Feb	9	28-Mar	11				
29-Dec	9	29-Jan	14	TOTAL	290	29-Mar	9				
30-Dec	11	30-Jan	15			30-Mar	11				
31-Dec	10	31-Jan	11			31-Mar	1				
TOTAL	327	TOTAL	332			TOTAL	331				

1-Dec	2	1-Jan	5	1-Feb	1-Mar
2-Dec	4	2-Jan	2	2-Feb	3
3-Dec	2	3-Jan	4	3-Feb	3
4-Dec	3	4-Jan	3	4-Feb	3
5-Dec	3	5-Jan	2	5-Feb	3
6-Dec	3	6-Jan	2	6-Feb	3
7-Dec	1	7-Jan	2	7-Feb	2
8-Dec	3	8-Jan	2	8-Feb	4
9-Dec	3	9-Jan	2	9-Feb	3
10-Dec	4	10-Jan	2	10-Feb	2
11-Dec	2	11-Jan	2	11-Feb	4
12-Dec	3	12-Jan	3	12-Feb	2
13-Dec	3	13-Jan	3	13-Feb	3
14-Dec	3	14-Jan	5	14-Feb	1
15-Dec		15-Jan	4	15-Feb	2
16-Dec	4	16-Jan	3	16-Feb	4
17-Dec	3	17-Jan	3	17-Feb	3
18-Dec	3	18-Jan	2	18-Feb	2
19-Dec	2	19-Jan	2	19-Feb	2
20-Dec	3	20-Jan	2	20-Feb	1
21-Dec	2	21-Jan	2	21-Feb	2
22-Dec	4	22-Jan	2	22-Feb	3
23-Dec	3	23-Jan	4	23-Feb	3
24-Dec	3	24-Jan	2	24-Feb	2
25-Dec		25-Jan	2	25-Feb	2
26-Dec	2	26-Jan	2	26-Feb	3
27-Dec	3	27-Jan	4	27-Feb	2
28-Dec	2	28-Jan	3	28-Feb	2
29-Dec	2	29-Jan	2	1-Mar	2
30-Dec	4	30-Jan	3	2-Mar	2
31-Dec	3	31-Jan	4	3-Mar	1



Losses at Each Stage

Well to Wheel — Delivery → Station → Operations → End Use (Before March 2026)



Delivery Truck: 10-12% (Trans-fill)

LH2 Station (Idle): 5-8%

Operations: 30-35%

Bus: LH2-BOG=Fuel Consumption

Well to Wheel — Current (March – May 2026)



Delivery Truck: 3-5% (Trans-fill)

LH2 Station (Idle): 3-5%

Operations: 14-15%

Bus: LH2-BOG=Fuel Consumption

Operational Adjustments

- System Changes:
 - Modified Pre-cooling procedure
 - Prevent pump cavitation (less hot liquid backflow)
 - Continuous fueling
 - Energy efficiency (Low-and-High pressure pump speed variability)
 - Use of one cryogenic pump during fueling to reduce operating pressure
 - Staging of two buses maintains an even flow rate to reduce pressure
- Operational Changes
 - Scheduling of larger loads (the first delivery on the truck is the coldest)
 - Use of the electrolyzer station for midday fueling
 - Shortened fueling window (staging of buses back to back)
 - Optimized station usage
 - Less initiation of station pre-cooling (starting and stopping)
- Boil off mitigation equipment
 - Transfill Pump
 - Used to transfer LH2 from truck to storage tank, without introducing heat
 - Cryogenic Refrigerator
 - Active cooling of the LH2 to recondense the gas back into liquid
 - Recovery Compressor
 - Compresses gaseous hydrogen (boil-off) back into a low-pressure storage vessel

Available Funding Sources

- \$3,852,467 of underutilized budgeted Local Transportation Funds available from RCTC
 - This funding was initially projected to be surplus and returned to RCTC for future operational needs. Instead, SunLine will claim \$2 million of this amount to fully fund FY 2026 expenses.

New Reporting

- Quarterly reports to the Finance/Audit Committee on SunLine's fuel consumption and annual budget changes/progress
 - Hydrogen fuel will continue to be a driving budget factor

FY 2026 Budget Amendment Request

- Current Budget Authority: \$50,500,000
- Requested Increase: \$2,000,000
- Revised Budget Authority: \$52,500,000

Questions?



Table 4.0 - Summary of Funding Requests - FY 2025/26

SunLine Transit Agency
Amendment # 1

Operating																
Project	Total Amount of Funds	5307 IC	5307 IC OB	5307 RS OB	5311	5311(f)	5339 COMP	5339 IC	5339 IC OB	5339 RS OB	CEC Funds	CMAQ	CRP	FARE	LCTOP PUC99313	LCTOP PUC99314
1. Operating Assistance -	\$47,574,465	\$5,161,120			\$439,003									\$1,791,893		
2. SunRide Ride Share Program -	\$1,325,000													\$25,000		
3. Commuter Link 10 -	\$723,201					\$300,000									\$433,334	
4. Haul Pass Program -	\$433,334															
5. Taxi Voucher Program -	\$75,000															
6. Workforce Training -	\$369,000										\$369,000					
Sub-total Operating	\$50,500,000	\$5,161,120	\$0	\$0	\$439,003	\$300,000	\$0	\$0	\$0	\$0	\$369,000	\$0	\$0	\$1,816,893	\$433,334	\$0

Capital																
Project	Total Amount of Funds	5307 IC	5307 IC OB	5307 RS OB	5311	5311(f)	5339 COMP	5339 IC	5339 IC OB	5339 RS OB	CEC Funds	CMAQ	CRP	FARE	LCTOP PUC99313	LCTOP PUC99314
Buildings and Facilities - Div 1 Backup Generator - SL-26-05	\$1,700,000		\$121,277													
Buildings and Facilities - Indio Liquid Hydrogen Station - SL-26-03	\$6,000,000										\$2,649,750		\$2,680,200			
Buildings and Facilities - Maintenance Upgrade & Equipment - SL-26-07	\$400,000															
Buildings and Facilities - Office Furniture & Equipment - SL-26-08	\$82,000															
Buildings and Facilities - Replacement Bus Wash - SL-26-06	\$1,200,000															
Buildings and Facilities - Solar Covered Parking - SL-26-02	\$6,000,000											\$5,100,000				
Buildings and Facilities - Solar Microgrid to Hydrogen - SL-26-01	\$11,536,134														\$1,795,720	\$204,280
Buildings and Facilities - Workforce Training Center - SL-26-04	\$3,716,667						\$2,043,508									
Bus Charging Stations (3) - SL-24-04	\$-1,679,854						\$-1,343,883									
Bus Stop Improvements - SL-22-08	\$-28,680		\$-28,680													
Bus Stops and Amenities - SL-23-12 & SL24-14	\$-560,000		\$-560,000													
Communication and ITS - IT Projects - SL-26-09	\$735,850		\$588,680													
Expansion Fixed Route Bus 17-10 - SL-17-10	\$-449,975		\$-360,243													
Expansion Motor Coach Bus (1) - SL-22-01	\$-45,857		\$-36,685													
Expansion Paratransit Vans (up to 2) 17-02 - SL-17-02	\$-5															
Facility Maintenance Upgrade & Equipment - SL-24-13	\$-363,000															
Fixed Route Bus Hydrogen Electric Hybrid Fuel Cell Bus 17-09 - SL-17-09	\$-382,147		\$-300,000													
Hydrogen Electric Fuel Cell Bus (4) RIV220509 - SL-24-05	\$-3,149,403								\$-2,683,516							
Maintenance Equipment - Specialized Tools and Fueling Equipment - SL-26-10	\$200,000															
Non-Revenue Vehicles - Replacement Support Vehicles - SL-26-11	\$500,000	\$400,000														
Operation Facility Replacement, Phase III 20-11 - SL-20-11	\$-186,725															
Operator Training Ground - SL-24-07	\$-998,107															
Project Management and Administration - SL-26-12	\$200,000															
Purchase of Electric Bus (6) - SL-24-03	\$-7,064,109						\$-5,802,910									
Purchase of Hydrogen Electric Fuel Cell Buses (3) - SL-24-01	\$-2,305,014						\$-1,899,526									



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 1

Refurbished Hydrogen Fueling Station in Thousand Palms 16-03 - SL-16-03	\$-152,161		\$-121,277													
Replacement Bus - SL-21-02	\$-449,250		\$-359,400													
Replacement of Fixed Route Buses Six (6) 20-01 - SL-20-01	\$-649,088		\$-571,574													
Revenue Vehicles - Bus Rehabilitation - SL-26-15	\$300,000															
Revenue Vehicles - Purchase of Hydrogen Fuel Cell Electric Buses - SL-26-13	\$17,797,756		\$1,627,902				\$9,046,319		\$2,683,516							
Revenue Vehicles - Purchase of Paratransit Vehicles - SL-26-14	\$3,500,000	\$1,305,644						\$1,284,770		\$209,586						
Safety and Security - Safety Enhancements - SL-26-16	\$150,000															
Transit Shelters and Amenities - Bus Stop Improvement - SL-26-17	\$200,000															
Vehicle Systems - Openloop Contactless Fare Payment System - SL-26-18	\$642,768															
Vehicle Systems - Vehicle Equipment - SL-26-19	\$50,000															
Sub-total Capital	\$36,447,800	\$1,705,644	\$0	\$0	\$0	\$0	\$2,043,508	\$1,284,770	\$0	\$209,586	\$2,649,750	\$5,100,000	\$2,680,200	\$0	\$1,795,720	\$204,280
Total Operating & Capital	\$86,947,800	\$6,866,764	\$0	\$0	\$439,003	\$300,000	\$2,043,508	\$1,284,770	\$0	\$209,586	\$3,018,750	\$5,100,000	\$2,680,200	\$1,816,893	\$2,229,054	\$204,280



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 1

Operating																
Project	Total Amount of Funds	LTF	LTF-OB	MA SPT	OTHR FED [1]	OTHR LCL	SB 125 TIRCP GF	SB 125 TIRCP GGRF	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314	TIRCP COMP	
1. Operating Assistance -	\$47,574,465	\$30,141,786		\$7,000,000		\$3,040,663										
2. SunRide Ride Share Program -	\$1,325,000	\$1,300,000														
3. Commuter Link 10 -	\$723,201	\$242,201				\$181,000										
4. Haul Pass Program -	\$433,334															
5. Taxi Voucher Program -	\$75,000	\$37,500				\$37,500										
6. Workforce Training -	\$369,000															
Sub-total Operating	\$50,500,000	\$31,721,487	\$0	\$7,000,000	\$0	\$3,259,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 1

Capital																
Project	Total Amount of Funds	LTF	LTF-OB	MA SPT	OTHR FED [1]	OTHR LCL	SB 125 TIRCP GF	SB 125 TIRCP GGRF	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314	TIRCP COMP	
Buildings and Facilities - Div 1 Backup Generator - SL-26-05	\$1,700,000											\$1,578,723				
Buildings and Facilities - Indio Liquid Hydrogen Station - SL-26-03	\$6,000,000												\$670,050			
Buildings and Facilities - Maintenance Upgrade & Equipment - SL-26-07	\$400,000												\$400,000			
Buildings and Facilities - Office Furniture & Equipment - SL-26-08	\$82,000												\$82,000			
Buildings and Facilities - Replacement Bus Wash - SL-26-06	\$1,200,000								\$1,062,223	\$137,777						
Buildings and Facilities - Solar Covered Parking - SL-26-02	\$6,000,000												\$900,000			
Buildings and Facilities - Solar Microgrid to Hydrogen - SL-26-01	\$11,536,134						\$5,219,548	\$4,316,586								
Buildings and Facilities - Workforce Training Center - SL-26-04	\$3,716,667				\$1,000,000								\$673,159			
Bus Charging Stations (3) - SL-24-04	\$-1,679,854											\$-335,971				
Bus Stop Improvements - SL-22-08	\$-28,680															
Bus Stops and Amenities - SL-23-12 & SL24-14	\$-560,000															
Communication and ITS - IT Projects - SL-26-09	\$735,850												\$147,170			
Expansion Fixed Route Bus 17-10 - SL-17-10	\$-449,975											\$-89,732				
Expansion Motor Coach Bus (1) - SL-22-01	\$-45,857											\$-9,172				
Expansion Paratransit Vans (up to 2) 17-02 - SL-17-02	\$-5											\$-5				
Facility Maintenance Upgrade & Equipment - SL-24-13	\$-363,000											\$-363,000				
Fixed Route Bus Hydrogen Electric Hybrid Fuel Cell Bus 17-09 - SL-17-09	\$-382,147											\$-82,147				
Hydrogen Electric Fuel Cell Bus (4) RIV220509 - SL-24-05	\$-3,149,403										\$-465,887					
Maintenance Equipment - Specialized Tools and Fueling Equipment - SL-26-10	\$200,000												\$200,000			
Non-Revenue Vehicles - Replacement Support Vehicles - SL-26-11	\$500,000												\$100,000			
Operation Facility Replacement, Phase III 20-11 - SL-20-11	\$-186,725											\$-186,725				
Operator Training Ground - SL-24-07	\$-998,107											\$-998,107				
Project Management and Administration - SL-26-12	\$200,000												\$200,000			
Purchase of Electric Bus (6) - SL-24-03	\$-7,064,109		\$-1,261,199													
Purchase of Hydrogen Electric Fuel Cell Buses (3) - SL-24-01	\$-2,305,014											\$-405,488				
Refurbished Hydrogen Fueling Station in Thousand Palms 16-03 - SL-16-03	\$-152,161											\$-30,884				
Replacement Bus - SL-21-02	\$-449,250											\$-89,850				
Replacement of Fixed Route Buses Six (6) 20-01 - SL-20-01	\$-649,088											\$-77,514				
Revenue Vehicles - Bus Rehabilitation - SL-26-15	\$300,000												\$300,000			
Revenue Vehicles - Purchase of Hydrogen Fuel Cell Electric Buses - SL-26-13	\$17,797,756		\$1,261,199		\$900,000						\$465,887	\$1,089,872	\$622,283	\$100,778		
Revenue Vehicles - Purchase of Paratransit Vehicles - SL-26-14	\$3,500,000												\$28,000	\$672,000		
Safety and Security - Safety Enhancements - SL-26-16	\$150,000												\$150,000			



Table 4.0 - Summary of Funding Requests - FY 2025/26

SunLine Transit Agency

Amendment # 1

Transit Shelters and Amenities - Bus Stop Improvement - SL-26-17	\$200,000													\$200,000		
Vehicle Systems - Openloop Contactless Fare Payment System - SL-26-18	\$642,768														\$30,568	\$612,200
Vehicle Systems - Vehicle Equipment - SL-26-19	\$50,000													\$50,000		
Sub-total Capital	\$36,447,800	\$0	\$0	\$0	\$1,900,000	\$0	\$5,219,548	\$4,316,586	\$1,062,223	\$137,777	\$0	\$0	\$4,722,662	\$803,346	\$612,200	
Total Operating & Capital	\$86,947,800	\$31,721,487	\$0	\$7,000,000	\$1,900,000	\$3,259,163	\$5,219,548	\$4,316,586	\$1,062,223	\$137,777	\$0	\$0	\$4,722,662	\$803,346	\$612,200	

FY 2025/26 Projected Funding Details																
5307 IC	\$5,161,120															
5307 IC OB	\$0															
5307 RS OB	\$0															
5311	\$439,003															
5311(f)	\$300,000															
CEC Funds	\$369,000															
FARE	\$1,816,893															
LCTOP PUC99313	\$433,334															
LTF	\$31,721,487															
MA SPT	\$7,000,000															
OTHR LCL	\$3,259,163															
Total Estimated Operating Funding Request	\$50,500,000															
5307 IC	\$1,705,644															
5307 IC OB	\$0															
5339 COMP	\$2,043,508															
5339 IC	\$1,284,770															
5339 IC OB	\$0															
5339 RS OB	\$209,586															
CEC Funds	\$2,649,750															
CMAQ	\$5,100,000															
CRP	\$2,680,200															
LCTOP PUC99313	\$1,795,720															
LCTOP PUC99314	\$204,280															
LTF-OB	\$0															
OTHR FED	\$1,900,000	[1] These funds are ARCHES funds														
SB 125 TIRCP GF	\$5,219,548															
SB 125 TIRCP GGRF	\$4,316,586															
SGR PUC99313	\$1,062,223															
SGR PUC99314	\$137,777															
SGR-OB PUC99313	\$0															
STA - OB	\$0															
STA PUC99313	\$4,722,662															
STA PUC99314	\$803,346															
TIRCP COMP	\$612,200															
Total Estimated Capital Funding Request	\$36,447,800															
Total Funding Request	\$86,947,800															



Table 4.0 - Summary of Funding Requests - FY 2025/26

SunLine Transit Agency

Amendment # 2

Operating																
Project	Total Amount of Funds	5307 IC	5307 IC OB	5307 RS OB	5311	5311(f)	5339 COMP	5339 IC	5339 IC OB	5339 RS OB	CEC Funds	CMAQ	CRP	FARE	LCTOP PUC99313	LCTOP PUC99314
1. Operating Assistance -	\$49,574,465	\$5,161,120			\$439,003									\$1,791,893		
2. SunRide Ride Share Program -	\$1,325,000													\$25,000		
3. Commuter Link 10 -	\$723,201					\$300,000									\$433,334	
4. Haul Pass Program -	\$433,334															
5. Taxi Voucher Program -	\$75,000															
6. Workforce Training -	\$369,000										\$369,000					
Sub-total Operating	\$52,500,000	\$5,161,120	\$0	\$0	\$439,003	\$300,000	\$0	\$0	\$0	\$0	\$369,000	\$0	\$0	\$1,816,893	\$433,334	\$0

Capital																
Project	Total Amount of Funds	5307 IC	5307 IC OB	5307 RS OB	5311	5311(f)	5339 COMP	5339 IC	5339 IC OB	5339 RS OB	CEC Funds	CMAQ	CRP	FARE	LCTOP PUC99313	LCTOP PUC99314
Buildings and Facilities - Div 1 Backup Generator - SL-26-05	\$1,700,000		\$121,277													
Buildings and Facilities - Indio Liquid Hydrogen Station - SL-26-03	\$6,000,000										\$2,649,750		\$2,680,200			
Buildings and Facilities - Maintenance Upgrade & Equipment - SL-26-07	\$400,000															
Buildings and Facilities - Office Furniture & Equipment - SL-26-08	\$82,000															
Buildings and Facilities - Replacement Bus Wash - SL-26-06	\$1,200,000															
Buildings and Facilities - Solar Covered Parking - SL-26-02	\$6,000,000											\$5,100,000				
Buildings and Facilities - Solar Microgrid to Hydrogen - SL-26-01	\$11,536,134														\$1,795,720	\$204,280
Buildings and Facilities - Workforce Training Center - SL-26-04	\$3,716,667						\$2,043,508									
Bus Charging Stations (3) - SL-24-04	\$-1,679,854						\$-1,343,883									
Bus Stop Improvements - SL-22-08	\$-28,680		\$-28,680													
Bus Stops and Amenities - SL-23-12 & SL24-14	\$-560,000		\$-560,000													
Communication and ITS - IT Projects - SL-26-09	\$735,850		\$588,680													
Expansion Fixed Route Bus 17-10 - SL-17-10	\$-449,975		\$-360,243													
Expansion Motor Coach Bus (1) - SL-22-01	\$-45,857		\$-36,685													
Expansion Paratransit Vans (up to 2) 17-02 - SL-17-02	\$-5															
Facility Maintenance Upgrade & Equipment - SL-24-13	\$-363,000															
Fixed Route Bus Hydrogen Electric Hybrid Fuel Cell Bus 17-09 - SL-17-09	\$-382,147		\$-300,000													
Hydrogen Electric Fuel Cell Bus (4) RIV220509 - SL-24-05	\$-3,149,403								\$-2,683,516							
Maintenance Equipment - Specialized Tools and Fueling Equipment - SL-26-10	\$200,000															
Non-Revenue Vehicles - Replacement Support Vehicles - SL-26-11	\$500,000	\$400,000														
Operation Facility Replacement, Phase III 20-11 - SL-20-11	\$-186,725															
Operator Training Ground - SL-24-07	\$-998,107															
Project Management and Administration - SL-26-12	\$200,000															
Purchase of Electric Bus (6) - SL-24-03	\$-7,064,109						\$-5,802,910									
Purchase of Hydrogen Electric Fuel Cell Buses (3) - SL-24-01	\$-2,305,014						\$-1,899,526									



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 2

Refurbished Hydrogen Fueling Station in Thousand Palms 16-03 - SL-16-03	\$-152,161		\$-121,277													
Replacement Bus - SL-21-02	\$-449,250		\$-359,400													
Replacement of Fixed Route Buses Six (6) 20-01 - SL-20-01	\$-649,088		\$-571,574													
Revenue Vehicles - Bus Rehabilitation - SL-26-15	\$300,000															
Revenue Vehicles - Purchase of Hydrogen Fuel Cell Electric Buses - SL-26-13	\$17,797,756		\$1,627,902				\$9,046,319		\$2,683,516							
Revenue Vehicles - Purchase of Paratransit Vehicles - SL-26-14	\$3,500,000	\$1,305,644						\$1,284,770		\$209,586						
Safety and Security - Safety Enhancements - SL-2 6-16	\$150,000															
Transit Shelters and Amenities - Bus Stop Improvement - SL-26-17	\$200,000															
Vehicle Systems - Openloop Contactless Fare Payment System - SL-26-18	\$642,768															
Vehicle Systems - Vehicle Equipment - SL-26-19	\$50,000															
Sub-total Capital	\$36,447,800	\$1,705,644	\$0	\$0	\$0	\$0	\$2,043,508	\$1,284,770	\$0	\$209,586	\$2,649,750	\$5,100,000	\$2,680,200	\$0	\$1,795,720	\$204,280
Total Operating & Capital	\$88,947,800	\$6,866,764	\$0	\$0	\$439,003	\$300,000	\$2,043,508	\$1,284,770	\$0	\$209,586	\$3,018,750	\$5,100,000	\$2,680,200	\$1,816,893	\$2,229,054	\$204,280



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 2

Operating																
Project	Total Amount of Funds	LTF	LTF-OB	MA SPT	OTHR FED [1]	OTHR LCL	SB 125 TIRCP GF	SB 125 TIRCP GGRF	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314	TIRCP COMP	
1. Operating Assistance -	\$49,574,465	\$32,141,786		\$7,000,000		\$3,040,663										
2. SunRide Ride Share Program -	\$1,325,000	\$1,300,000														
3. Commuter Link 10 -	\$723,201	\$242,201				\$181,000										
4. Haul Pass Program -	\$433,334															
5. Taxi Voucher Program -	\$75,000	\$37,500				\$37,500										
6. Workforce Training -	\$369,000															
Sub-total Operating	\$52,500,000	\$33,721,487	\$0	\$7,000,000	\$0	\$3,259,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



Table 4.0 - Summary of Funding Requests - FY 2025/26
SunLine Transit Agency
Amendment # 2

Capital																
Project	Total Amount of Funds	LTF	LTF-OB	MA SPT	OTHR FED [1]	OTHR LCL	SB 125 TIRCP GF	SB 125 TIRCP GGRF	SGR PUC99313	SGR PUC99314	SGR-OB PUC99313	STA - OB	STA PUC99313	STA PUC99314	TIRCP COMP	
Buildings and Facilities - Div 1 Backup Generator - SL-26-05	\$1,700,000											\$1,578,723				
Buildings and Facilities - Indio Liquid Hydrogen Station - SL-26-03	\$6,000,000												\$670,050			
Buildings and Facilities - Maintenance Upgrade & Equipment - SL-26-07	\$400,000												\$400,000			
Buildings and Facilities - Office Furniture & Equipment - SL-26-08	\$82,000												\$82,000			
Buildings and Facilities - Replacement Bus Wash - SL-26-06	\$1,200,000								\$1,062,223	\$137,777						
Buildings and Facilities - Solar Covered Parking - SL-26-02	\$6,000,000												\$900,000			
Buildings and Facilities - Solar Microgrid to Hydrogen - SL-26-01	\$11,536,134						\$5,219,548	\$4,316,586								
Buildings and Facilities - Workforce Training Center - SL-26-04	\$3,716,667				\$1,000,000								\$673,159			
Bus Charging Stations (3) - SL-24-04	\$-1,679,854											\$-335,971				
Bus Stop Improvements - SL-22-08	\$-28,680															
Bus Stops and Amenities - SL-23-12 & SL24-14	\$-560,000															
Communication and ITS - IT Projects - SL-26-09	\$735,850												\$147,170			
Expansion Fixed Route Bus 17-10 - SL-17-10	\$-449,975											\$-89,732				
Expansion Motor Coach Bus (1) - SL-22-01	\$-45,857											\$-9,172				
Expansion Paratransit Vans (up to 2) 17-02 - SL-17-02	\$-5											\$-5				
Facility Maintenance Upgrade & Equipment - SL-24-13	\$-363,000											\$-363,000				
Fixed Route Bus Hydrogen Electric Hybrid Fuel Cell Bus 17-09 - SL-17-09	\$-382,147											\$-82,147				
Hydrogen Electric Fuel Cell Bus (4) RIV220509 - SL-24-05	\$-3,149,403										\$-465,887					
Maintenance Equipment - Specialized Tools and Fueling Equipment - SL-26-10	\$200,000												\$200,000			
Non-Revenue Vehicles - Replacement Support Vehicles - SL-26-11	\$500,000												\$100,000			
Operation Facility Replacement, Phase III 20-11 - SL-20-11	\$-186,725											\$-186,725				
Operator Training Ground - SL-24-07	\$-998,107											\$-998,107				
Project Management and Administration - SL-26-12	\$200,000												\$200,000			
Purchase of Electric Bus (6) - SL-24-03	\$-7,064,109		\$-1,261,199													
Purchase of Hydrogen Electric Fuel Cell Buses (3) - SL-24-01	\$-2,305,014											\$-405,488				
Refurbished Hydrogen Fueling Station in Thousand Palms 16-03 - SL-16-03	\$-152,161											\$-30,884				
Replacement Bus - SL-21-02	\$-449,250											\$-89,850				
Replacement of Fixed Route Buses Six (6) 20-01 - SL-20-01	\$-649,088											\$-77,514				
Revenue Vehicles - Bus Rehabilitation - SL-26-15	\$300,000												\$300,000			
Revenue Vehicles - Purchase of Hydrogen Fuel Cell Electric Buses - SL-26-13	\$17,797,756		\$1,261,199		\$900,000						\$465,887	\$1,089,872	\$622,283	\$100,778		
Revenue Vehicles - Purchase of Paratransit Vehicles - SL-26-14	\$3,500,000												\$28,000	\$672,000		
Safety and Security - Safety Enhancements - SL-26-16	\$150,000												\$150,000			



Table 4.0 - Summary of Funding Requests - FY 2025/26

SunLine Transit Agency

Amendment # 2

Transit Shelters and Amenities - Bus Stop Improvement - SL-26-17	\$200,000													\$200,000		
Vehicle Systems - Openloop Contactless Fare Payment System - SL-26-18	\$642,768														\$30,568	\$612,200
Vehicle Systems - Vehicle Equipment - SL-26-19	\$50,000													\$50,000		
Sub-total Capital	\$36,447,800	\$0	\$0	\$0	\$1,900,000	\$0	\$5,219,548	\$4,316,586	\$1,062,223	\$137,777	\$0	\$0	\$4,722,662	\$803,346	\$612,200	
Total Operating & Capital	\$88,947,800	\$33,721,487	\$0	\$7,000,000	\$1,900,000	\$3,259,163	\$5,219,548	\$4,316,586	\$1,062,223	\$137,777	\$0	\$0	\$4,722,662	\$803,346	\$612,200	

FY 2025/26 Projected Funding Details																
5307 IC	\$5,161,120															
5307 IC OB	\$0															
5307 RS OB	\$0															
5311	\$439,003															
5311(f)	\$300,000															
CEC Funds	\$369,000															
FARE	\$1,816,893															
LCTOP PUC99313	\$433,334															
LTF	\$33,721,487															
MA SPT	\$7,000,000															
OTHR LCL	\$3,259,163															
Total Estimated Operating Funding Request	\$52,500,000															
5307 IC	\$1,705,644															
5307 IC OB	\$0															
5339 COMP	\$2,043,508															
5339 IC	\$1,284,770															
5339 IC OB	\$0															
5339 RS OB	\$209,586															
CEC Funds	\$2,649,750															
CMAQ	\$5,100,000															
CRP	\$2,680,200															
LCTOP PUC99313	\$1,795,720															
LCTOP PUC99314	\$204,280															
LTF-OB	\$0															
OTHR FED	\$1,900,000	[1] These funds are ARCHES funds														
SB 125 TIRCP GF	\$5,219,548															
SB 125 TIRCP GGRF	\$4,316,586															
SGR PUC99313	\$1,062,223															
SGR PUC99314	\$137,777															
SGR-OB PUC99313	\$0															
STA - OB	\$0															
STA PUC99313	\$4,722,662															
STA PUC99314	\$803,346															
TIRCP COMP	\$612,200															
Total Estimated Capital Funding Request	\$36,447,800															
Total Funding Request	\$88,947,800															

AGENDA ITEM 6I

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Sri Srirajan, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State Route 91 Eastbound Corridor Operations Project Cooperative Agreements with: (1) Caltrans; (2) Foothill/Eastern Transportation Corridor Agency and the City of Corona

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Cooperative Agreement No. 26-31-096-00 with Caltrans for the State Route 91 Eastbound Corridor Operations Project (91 ECOP) for construction and Caltrans performed construction inspection services in an amount not to exceed \$5,656,000 to be paid by the Commission;
- 2) Approve three-party Cooperative Agreement No. 26-31-094-00 with Foothill/Eastern Transportation Corridor Agency and the city of Corona for the Commission's fair share contribution to the city of Corona for the Green River Road Improvement Project in an amount not to exceed \$393,522 to be paid by the Commission; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

SUMMARY:

This item requests approval of two cooperative agreements needed to advance the 91 ECOP project. The agreements establish funding, responsibilities, and coordination among partner agencies and allow the 91 ECOP to move forward into construction.

BACKGROUND INFORMATION:

Project Overview

The 91 ECOP is part of the larger State Route 91 Corridor Improvement Project – Ultimate Project. The project will add an operational lane on eastbound SR-91 between the SR-241 and SR-71 connectors.

The 91 ECOP is intended to improve traffic flow, reduce congestion, and enhance safety in one of the region's most heavily traveled corridors. The project fulfills a commitment under the Commission's Delivery Plan (2019–2029).



The project is currently in the Project Approval and Environmental Document (PA/ED) phase, which includes revalidation of the previously approved Environmental Impact Report/Environmental Impact Statement for the SR-91 Corridor Improvement Project – Ultimate Project. Completion of the PA/ED phase is anticipated in Fall 2026, with construction targeted for completion in 2030.

In August 2025, the Commission approved contracts for project and construction management and specialized legal services to support delivery using a Progressive Design-Build (PDB) approach. Procurement for a PDB contractor is underway, with a contract anticipated to be presented to the Commission in October 2026.

Staff are finalizing the cooperative agreement between RCTC and the Orange County Transportation Authority (OCTA) to establish the framework for cost-sharing, coordination, and project delivery for the 91 ECOP which is expected to be presented at future Committee and Commission meetings.

DISCUSSION:

To advance the 91 ECOP, two cooperative agreements are required to define roles, responsibilities, and funding contributions among project partners.

1. Caltrans Cooperative Agreement

The cooperative agreement between RCTC and the California Department of Transportation (Caltrans) establishes the roles, responsibilities, and oversight framework for delivery of the project on the State Highway System.

Under this agreement, RCTC will serve as the project sponsor and implementing agency responsible for delivering the project, including procurement and administration of the PDB contract.

Caltrans, as the owner and operator of the State Highway System, will provide oversight, review, and approval of project development and construction activities to ensure compliance with applicable state and federal requirements.

Caltrans' responsibilities include:

- Design review and approval
- Construction inspection services and materials testing
- Environmental compliance oversight and quality assurance oversight
- Coordination to ensure consistency with State Highway System standards

RCTC is responsible for the cost of construction inspection services performed by Caltrans for the 91 ECOP required by Design-Build legislation AB 401. The total cost for Caltrans reimbursed services is estimated to be \$5,656,000 and is included in the Commission's project budget.

Upon completion of construction and acceptance of the work, Caltrans will assume ownership, operation, and maintenance responsibility for the improvements within the State Highway System.

2. Foothill/Eastern Transportation Corridor Agency and City of Corona Cooperative Agreement

The cooperative agreement among RCTC, the Foothill/Eastern Transportation Corridor Agency (F/ETCA), and the city of Corona establishes a fair share contribution methodology to the city of Corona's Green River Road/Foothill Parkway Improvement Project (City Project).

The city of Corona has developed the City Project to address potential cut-through traffic on the Green River Road/Foothill Parkway corridor between SR-91 and Interstate 15 (I-15). RCTC's consultant Stantec performed a traffic analysis to assess potential increases in cut-through traffic from the 91 ECOP and F/ETCA's SR-241/91 Express Connector project on the

Green River Road/Foothill Parkway corridor. The City Project includes traffic management measures and operational enhancements along the Green River Road/Foothill Parkway corridor between SR-91 and I-15 within the city of Corona. The total estimated cost of the City Project is approximately \$3.3 million.

Based on the traffic analysis, RCTC and F/ETCA agreed to provide funding for the Project using a fair share methodology, which allocates costs proportionally based on projected traffic increases attributable to each project.

Under the agreement, RCTC will contribute \$393,522, and F/ETCA will contribute \$119,545, for a combined fair share contribution of \$513,067. These contributions will be provided as one-time lump sum payments to the city of Corona.

The city of Corona will serve as the implementing agency and will be responsible for delivering the City Project, including design, procurement, construction management, and compliance with all applicable local, state, and federal requirements. The city of Corona is also responsible for obtaining all necessary permits and environmental clearances under the California Environmental Quality Act (CEQA).

The city of Corona is expected to complete construction of the City Project within two years of the opening of the 91 ECOP and will be responsible for ongoing maintenance and operation of the improvements after completion.

The Corona City Council approved the agreement at their June 17 meeting and the F/ETCA Board approved the agreement on July 9.

Agreement Status

Both cooperative agreements are currently in final review, with legal concurrence pending from each participating agency. Execution of the agreements will occur following completion of legal review. No significant changes are anticipated.

STAFF RECOMMENDATION:

Staff recommends approval of two cooperative agreements with: (1) Caltrans; and (2) the Foothill/Eastern Transportation Corridor Agency and the city of Corona to support advancement of the State Route 91 Eastbound Corridor Operations Project into PDB and to ensure coordination of state oversight, regional funding contributions, and local traffic improvements.

FISCAL IMPACT:

Agreement	Financial Summary	Funding Source / Notes
Caltrans Cooperative Agreement	Total not-to-exceed: \$5,656,000 (includes contingency) • FY 2026/27: ~\$371,000 • FY 2027/28+: ~\$5,285,000	Funded by 91 Toll Revenues and included in the Commission's adopted budget. No additional budget adjustment required.
F/ETCA & City of Corona Cooperative Agreement	Total fair share: \$513,067 • RCTC: \$393,522 FY 2026/27: • F/ETCA: \$119,545	Funded by 91 Toll Revenues and included in the Commission's adopted budget. No additional budget adjustment required.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2026/27 FY 2027/28+	Amount:	\$764,522 \$5,285,000
Source of Funds:	91 Toll Revenue			Budget Adjustment:	No
GL/Project Accounting No.:	913055 81602 00000 0000 5910 31 81601				
Fiscal Procedures Approved:				Date:	7/14/2026

Attachments:

- 1) Draft Caltrans Cooperative Agreement No. 26-31-096-00
- 2) Draft Foothill/Eastern Transportation Corridor Agency and City of Corona Cooperative Agreement No. 26-31-094-00

<i>Approved by the Western Riverside County Programs and Projects Committee on July 27, 2026</i>					
In Favor:	10	Abstain:	0	No:	0

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

**COOPERATIVE AGREEMENT
FOR PROGRESSIVE DESIGN-BUILD OF THE STATE ROUTE 91 EASTBOUND
CORRIDOR OPERATIONS PROJECT**

This AGREEMENT, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE”,

and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as “RCTC”

RECITALS

1. STATE and RCTC (collectively referred to as “PARTIES” and each singularly referred to as “PARTY”), pursuant to Streets and Highways Code section 114, are authorized to enter into a Cooperative Agreement for potential improvements to the State Highway System (SHS) within the Counties of Riverside and Orange.
2. Under the authority granted by SB 1316 (2008) which enacted Public Utility Code §130244, STATE and RCTC entered into a Toll Facility Agreement (TFA) Doc 8-1518, dated May 14, 2012, wherein RCTC was authorized to operate, maintain and collect tolls on the Riverside County segment of State Route 91.
3. AB 1010 (2002) which enacted Public Utility Code §130240, enabled the Orange County Transportation Authority (“OCTA”) acquisition of Route 91’s franchise from California Private Transportation Company (“CPTC”) and expanded OCTA’s powers on the SR 91 segment within OCTA jurisdiction. OCTA, CPTC, and Caltrans entered into that certain Estoppel Certificate and Assignment and Assumption Agreement, dated December 30, 2002, whereby CPTC assigned to OCTA, and OCTA assumed, CPTC’s interest in that certain Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of June 30, 1993, as amended by that certain Amendment 1 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated July 16, 1993, as further amended by that certain Amendment No. 2 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of December 30, 2002 and as further amended by Amendment No. 3 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated December 12, 2011 (collectively, the “OCTA Franchise Agreement”).

4. The State Route 91 Corridor Improvement Project (91 CIP) (EA 0F540) was approved in 2012. As stated in the Final EIR/EIS, implementation of the project would be in phases over a 20-year period, beginning with an Initial Phase and culminating with a target completion date of the Ultimate Project by 2035. As funding became available, separate elements of the Ultimate Project would be identified and programmed as separate projects along both the State Route 91 (SR-91) between the Initial Phase and completion of the Ultimate Project by 2035.
5. The PROJECT to be covered under this AGREEMENT constructs an operational lane on Eastbound SR-91 from the State Route 241 general purpose lane connector to the State Route 71 Connector auxiliary lane (in the vicinity of the Green River Road Overcrossing) more fully identified in Exhibit A attached to and made a part of this AGREEMENT.
6. RCTC will be responsible for project management, planning, design, right-of-way, financing, construction management and other related services, as a PROGRESSIVE DESIGN-BUILD contract.
7. STATE recognizes that RCTC has, prior to the effective date of this AGREEMENT, selected and retained certain consultants to work on the PROJECT.
8. The PROJECT is a PROGRESSIVE DESIGN-BUILD project as identified in Public Contract Code section 22180.1 and is subject Public Contract Code section 22180, et seq.,
9. PROGRESSIVE DESIGN-BUILD is a variation of design-build and is required to follow the FHWA procurement policies and procedures under Title 23, CFR Part 636.
10. RCTC, as part of its role in planning and developing regional transportation facilities and in order to bring about the earliest completion of studies, design, and potential construction of the PROJECT, has determined that the PROJECT, if constructed, will be implemented using a PROGRESSIVE DESIGN-BUILD contracting process in accordance with section 22180, et seq. of the Public Contracts Code, and RCTC, as a county transportation commission established under Section 130050 of the Public Utilities Code, falls within the definition of a “county transportation commission” authorized to utilize PROGRESSIVE DESIGN-BUILD under subdivision (g) of section 22180 of the Public Contract Code.
11. RCTC shall advertise, award and administer the PROGRESSIVE DESIGN-BUILD contract.

12. OCTA and RCTC have entered into a separate agreement, which is attached to and made a part of this AGREEMENT as Attachment B, wherein OCTA has agreed to provide a fair share contribution to the cost of the PROJECT and has transferred, or will transfer, funds to RCTC in order for RCTC to meet a portion of its funding commitments as shown in the Funding Summary of this AGREEMENT (“OCTA-RCTC COOPERATIVE AGREEMENT”). Under the said agreement, OCTA has granted RCTC the authority to design, complete environmental and right of way work, and construct the PROJECT within OCTA’s jurisdiction, and also do all things necessary, including work within or affecting the TOLL FACILITY(operated by OCTA).
13. PARTIES will define the terms and conditions under which PROJECT is to be developed, designed, and constructed consistent with STATE’S standards, policies and procedures for implementation of PROGRESSIVE DESIGN-BUILD projects on the SHS. .
14. RCTC will, pursuant to the legislative authority cited above, advertise, award, and administer the PROGRESSIVE DESIGN-BUILD contract. STATE shall not be considered to be in privity with the PROGRESSIVE DESIGN-BUILD ENTITY and the CONTRACT DOCUMENTS shall reflect the fact that no contractual relationship is to be created between the PROGRESSIVE DESIGN-BUILD ENTITY and the STATE except as provided in this AGREEMENT.
15. The terms of this AGREEMENT shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to the PROJECT with the exception of any agreements between or among the RCTC and the Federal Highway Administration or the U.S. Department of Transportation.
16. RCTC is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT. OCTA will contribute approximately forty percent of the project funding under the OCTA-RCTC COOPERATIVE AGREEMENT and will not be identified separately in the Funding Summary
17. STATE , as the owner/operator of the State Highway System (SHS), will perform Quality Management Assessment (QMA) and owner/operator approvals for the portions of PROJECT within the existing and proposed SHS right-of-way. STATE’s QMA efforts are to ensure that quality assurance results in PROJECT that is in accordance with the applicable standards and the PROJECT’s quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver PROJECT or any validation by verifying or rechecking RCTC’s work.
18. When STATE performs QMA, it does so for its own benefit. No one can assign liability to STATE due to its QMA.

19. STATE, as the owner/operator of the State Highway System, will approve PROJECT work in accordance with STATE policies and guidance and as indicated in this AGREEMENT.
20. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, STATE will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. STATE quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER) available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

RCTC will provide PROJECT-related products and supporting documentation upon STATE's request for the purpose of STATE REIMBURSED WORK and QMA.

DEFINITIONS

For the purposes of this AGREEMENT, the following terms shall have the meanings hereinafter provided:

21. **CHANGE IN LAW** – As used herein, the term “CHANGE IN LAW” shall mean (a) the adoption of any Law of the State on or before the PROJECT SETTING DATE (b) any change in any Law of the State or in the interpretation or application thereof by any governmental entity, excluding FHWA and STATE, on or before the PROJECT SETTING DATE; or (c) changes in Safety Standards that apply to the PROJECT; in each case that is materially inconsistent with the Laws, or interpretations thereof, respectively, in effect on or before the PROJECT SETTING DATE. Notwithstanding the foregoing, a CHANGE IN LAW does not include the following: (i) any change in or a new Law of the State passed or adopted but which is not effective on or before the PROJECT SETTING DATE ; (ii) any change in the standards that qualifies as a Betterment; (iii) any change in State labor Laws; or (iv) any change in State tax Laws of general application.
22. **COMPLETION OF WORK** – As used herein, the term “COMPLETION OF WORK,” shall mean that the PARTIES have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

23. **CONSTRUCTION INSPECTION SERVICES** – As used herein, the term “CONSTRUCTION INSPECTION SERVICES” as specified in Streets and Highways Code section 91.2(a) includes, but is not limited to, material source testing, certification testing, surveying, monitoring of environmental compliance, independent quality control testing and inspection, and quality assurance audits. CONSTRUCTION INSPECTION SERVICES does not include surveying work performed as part of the PROGRESSIVE DESIGN-BUILD contract.
24. **CONTRACT DOCUMENTS** – As used herein, the term “CONTRACT DOCUMENTS” shall mean and refer to the set of contractually binding documents between RCTC and its PROGRESSIVE DESIGN-BUILD ENTITY, as approved by STATE.
25. **CONTRACT INDEPENDENT ASSURANCE TESTING** - As used herein, the term “CONTRACT INDEPENDENT ASSURANCE TESTING” shall mean and refer to the activities that are an unaffiliated, unbiased and independent evaluation of all the sampling and testing procedures used on PROJECT to accept the PROGRESSIVE DESIGN-BUILD ENTITY’s work.
26. **COOPERATIVE AGREEMENT CLOSURE STATEMENT** – As used herein, the term “COOPERATIVE AGREEMENT CLOSURE STATEMENT” shall mean and refer to the document wherein PARTIES verify the completion of all scope, cost, and schedule commitments included in this AGREEMENT and by signing which PARTIES terminate the AGREEMENT. A sample document is attached hereto as Exhibit F.
27. **DEPARTMENT FURNISHED MATERIALS or DFM** – As used herein, the term “DFM” shall mean and refer to material for the PROJECT or services to be provided by STATE, at RCTC’s request, for which RCTC will reimburse STATE. The PARTIES expressly agree that Construction Zone Enhanced Enforcement Program (“COZEEP”) services shall be considered DFM.
28. **ENVIRONMENTAL DOCUMENTS** – As used herein, the term “ENVIRONMENTAL DOCUMENTS” shall mean and refer to the final, adopted EIR/EIS for the PROJECT, environmental revalidation, any related Mitigation Monitoring and Reporting Program and all supporting environmental documentation.
29. **FHWA STANDARDS** – As used herein, the term “FHWA STANDARDS” shall mean and refer to FHWA manuals, technical memoranda, standards, guidelines, and modifications to such standards.
30. **FUNDING PARTY** – As used herein, the term “FUNDING PARTY “ is the PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING SUMMARY.

31. **FRANCHISE AGREEMENT**- As used herein, the term “FRANCHISE AGREEMENT, shall mean and refer to, collectively, that certain Estoppel Certificate and Assignment and Assumption Agreement, amongst OCTA, CPTC, and Caltrans, dated December 30, 2002, whereby CPTC assigned to OCTA, and OCTA assumed, CPTC’s interest in that certain Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of June 30, 1993, as amended by that certain Amendment 1 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated July 16, 1993, as further amended by that certain Amendment No. 2 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of December 30, 2002 and as further amended by Amendment No. 3 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated December 12, 2011.
32. **FUNDING SUMMARY**- As used herein, the term “FUNDING SUMMARY” shall mean and refer to the PROJECT funding summary attached to this AGREEMENT that identifies Funding sources, PARTIES committing funds and funding amounts.
33. **GUARANTEED MAXIMUM PRICE** - As used herein, the term “GUARANTEED MAXIMUM PRICE” OR “GMP” shall mean and refer to the agreed price between the RCTC and the PROGRESSIVE DESIGN-BUILD ENTITY for the PROGRESSIVE DESIGN-BUILD CONTRACT amendment.
34. **HM-1** – As used herein, the term “HM-1” shall mean and refer to hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.
35. **HM-2** – As used herein, the term “HM-2” shall mean and refer to hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
36. **HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.
37. **IMPLEMENTING AGENCY**- As used herein, the term “IMPLEMENTING AGENCY” shall refer to the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT.
38. **OWNER VERIFICATION** - As used herein, the term “OWNER VERIFICATION” shall mean and refer to work performed by RCTC and STATE to verify the PROGRESSIVE DESIGN-BUILD ENTITY’s compliance with the CONTRACT DOCUMENTS.

39. **OCTA-RCTC COOPERATIVE AGREEMENT** – As used herein, the term “OCTA-RCTC COOPERATIVE AGREEMENT shall mean and refer to that separate agreement for the PROJECT entered into between OCTA and RCTC, as further described in paragraph 12 of this AGREEMENT.
40. **PDB PHASE 1** - As used herein, the term “PDB PHASE 1” shall mean and refer to the time frame of the PROGRESSIVE DESIGN-BUILD approach during which preliminary engineering, construction estimating, and PDB PHASE 2 scope and cost negotiations are performed.
41. **PDB PHASE 2** - As used herein, the term “PDB PHASE 2” shall mean and refer to the time frame of the PROGRESSIVE DESIGN-BUILD approach during which final design and construction activities are performed.
42. **PROGRESSIVE DESIGN-BUILD or PDB** - As used herein, the term “PROGRESSIVE DESIGN-BUILD (or “PDB”)” shall mean and refer to contracting process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection.
43. **PROGRESSIVE DESIGN-BUILD CONTRACT**; As used herein, the term “PROGRESSIVE DESIGN-BUILD CONTRACT” or “CONTRACT” shall mean and refer to an agreement, as may be amended, entered into between the RCTC and the PROGRESSIVE DESIGN-BUILD ENTITY to deliver the PROJECT, including preliminary engineering, and, if a GMP is agreed upon, final design and construction.
44. **PROGRESSIVE DESIGN-BUILD ENTITY** - The proposer (or single purpose entity, if any) who enters into a contract with RCTC to deliver the preliminary engineering for the PROJECT, and, if a GMP is agreed upon, final design and construction .
45. **PROJECT** – As used herein, the term “PROJECT” shall mean and refer to construction of an operational lane on Eastbound SR-91 from the State Route 241 general purpose lane connector to the State Route 71 Connector auxiliary lane (in the vicinity of the Green River Road Overcrossing), as further described and depicted in Exhibit A. The project scope of work is defined in the final PROJECT ENVIRONMENTAL DOCUMENTS
46. **PROJECT SETTING DATE** – As used herein, the term “PROJECT SETTING DATE” shall mean and refer to the effective date as to when various standards and requirements are applicable to the PDB PHASE 2 CONTRACT amendment between the RCTC and the PROGRESSIVE DESIGN-BUILD ENTITY.
47. **PROJECT SHS RIGHT OF WAY** – As used herein, the term “PROJECT SHS RIGHT OF WAY” shall mean and refer to the underlying STATE owned right-of-way on which the PROJECT is constructed.

48. **QUALITY MANAGEMENT PLAN** - As used herein, the “QUALITY MANAGEMENT PLAN” shall mean and refer to the plan prepared by the PROGRESSIVE DESIGN-BUILD ENTITY, which is submitted to the RCTC for approval, and to STATE for concurrence. The QUALITY MANAGEMENT PLAN shall establish the PROGRESSIVE DESIGN-BUILD ENTITY’s procedures for quality control and quality assurance. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to STATE review and concurrence.
49. **QUALITY MANAGEMENT PROGRAM** - As used herein, the term “QUALITY MANAGEMENT PROGRAM” shall mean and refer to the quality programs developed by the RCTC and PROGRESSIVE DESIGN-BUILD ENTITY to provide verification of conformance with the CONTRACT DOCUMENTS.
50. **QUALITY MANAGEMENT ASSESSMENT OR QMA** – As used herein, the term “QUALITY MANAGEMENT ASSESSMENT” or “QMA”, is defined in Deputy Directive 23-R2, Roles and Responsibilities for Development of Projects on the State Highway System, dated 12/21/2018, shall mean and refer to the systematic activities by the STATE that verifies the RCTC’s quality assurance program effectiveness that precede the STATE’s approval.
51. **REIMBURSED WORK** - As used herein, the term “REIMBURSED WORK” shall mean and refer to work to be performed by STATE and reimbursed by RCTC under this AGREEMENT. REIMBURSED WORK shall, unless otherwise specified in this AGREEMENT, commence upon the issuance of the Notice to Proceed from RCTC to the PROGRESSIVE DESIGN-BUILD ENTITY for PDB PHASE 1, and shall include:
- (a) PROJECT work requested by RCTC and agreed upon by STATE.
 - (b) CONSTRUCTION INSPECTION SERVICES
52. **RELIEF OF MAINTENANCE** - As used herein, the term “RELIEF OF MAINTENANCE,” shall mean and refer to the point at which STATE will grant the PROJECT “Maintenance and Protection Relief,” as allowed in the applicable Caltrans Construction Manual existing as of the PROJECT SETTING DATE and as may further be set forth in the CONTRACT DOCUMENTS.
53. **REQUEST FOR QUALIFICATIONS or RFQ** - As used herein, the term “REQUEST FOR QUALIFICATIONS” or “RFQ” shall mean and refer to the Request for Qualifications, and all associated documents, issued by RCTC identifying the work to be performed and the qualifications required to perform the work to complete the PROJECT, in response to which an SOQ may be submitted by a Proposer.

54. **SAFETY STANDARD** – As used herein, the term “SAFETY STANDARD” shall mean and refer to (i) a standard adopted and published by the FHWA or STATE expressly pertaining to endangerment to life or safety on similarly situated STATE transportation facilities; (ii) applied within the same time period to all similarly situated State transportation facilities; (iii) necessary to correct an anticipated or actual imminent and substantial endangerment to life or safety; and (iv) which requires immediate implementation.
55. **SCOPE OF WORK** - The term “SCOPE OF WORK” shall mean and refer to the document(s) included in the relevant contractor or consultant contract that details the services and work to be performed under such contract.
56. **SOURCE INSPECTION** - As used herein, the term “SOURCE INSPECTION” shall mean and refer to sampling, testing and/or inspection of manufactured or prefabricated materials at locations other than the jobsite, generally at the manufactured location.
57. **SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTY.in each project component.
58. **SPONSOR** - As used herein, the term “SPONSOR” shall mean the agency responsible for establishing the scope of the PROJECT and securing the financial resources to fund the PROJECT. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the PROJECT can be completed with the funds committed in this AGREEMENT.
59. **STATE REQUESTED BETTERMENTS** - As used herein, the term “STATE REQUESTED BETTERMENTS” shall mean and refer to any improvements which are not part of the original PROJECT scope as per Project Report and which are requested by STATE for inclusion as part of PROJECT, and which are to be paid for solely by STATE. Safety Standards defined as A CHANGE IN LAW shall not constitute a STATE REQUESTED BETTERMENTS, unless the cost of such a change is attributable to a STATE REQUESTED BETTERMENTS. If mutually agreed to by both PARTIES, RCTC agrees that STATE REQUESTED BETTERMENTS will be included in PROJECT as requested by STATE.

60. **STATE STANDARDS** – As used herein, the term “STATE STANDARDS” shall mean and refer to those STATE documents which are in effect on or before the PROJECT SETTING DATE, including, as applicable, the FHWA STANDARDS; the version of the Standard Specifications referenced in the CONTRACT DOCUMENTS; Standard Plans; the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>; STATE manuals (including but not limited to the Right of Way Manual, Construction Manual, Highway Design Manual, California Manual on Uniform Transportation Control Devices, etc.); technical memoranda; standards; guidelines; and modifications to such standards that are set forth in or expressly incorporated into the CONTRACT DOCUMENTS.
61. **STATEMENT OF QUALIFICATIONS** As used herein, the term “STATEMENT OF QUALIFICATIONS” or “SOQ” shall mean and refer to a proposer response to an RFQ issued by the RCTC.
62. **STEWARDSHIP AGREEMENT** – As used herein, the term “STEWARDSHIP AGREEMENT” shall mean and refer to the stewardship and oversight agreement on project assumption and program oversight by and between the Federal Highway Administration, California division office, and Caltrans .
63. **THIRD PARTY BENEFICIARY** - As used herein is a person or entity that is not a party to a contract but is intended by the contracting parties to receive a benefit under that contract and therefore has the legal right to enforce the contract terms related to that benefit.
64. **TOLL FACILITY** – As used herein, the term “TOLL FACILITY” shall mean and refer to the existing 91 Express Lanes in Riverside County (Operated by RCTC), or the existing 91 Express Lanes in Orange County (Operated by OCTA), and related equipment and facilities, as defined in the TOLL FACILITY AGREEMENT for RCTC, and the FRANCHISE AGREEMENT, for OCTA.
65. **TOLL FACILITY AGREEMENT** – As used herein, the term “TOLL FACILITY AGREEMENT” shall mean and refer to
- (a) the existing Caltrans/RCTC Toll Facility Agreement for State Route 91 Express Lanes in Riverside County, Agreement No. 08-1518, as amended and

SECTION I

RCTC AGREES:

66. To procure, advertise, award, and administer the PROGRESSIVE DESIGN-BUILD CONTRACT provided that CONTRACT DOCUMENTS will be developed by RCTC in compliance with RCTC's regulatory and statutory procurement and contracting authority for PROGRESSIVE DESIGN-BUILD procurements on the SHS, including Public Contract Code Section 22180, et. seq.
67. RCTC is the SPONSOR for the PROJECT
68. RCTC is the IMPLEMENTING AGENCY for the PROJECT
69. To provide a Quality Management Plan (QMP) for the PROJECT.
70. To make its personnel and consultants that work on PROJECT available to help resolve PROJECT-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.
71. To fund one hundred percent (100%) of all PROJECT costs as shown in FUNDING SUMMARY, including but not limited to the costs of:
 - (a) REIMBURSED WORK, Department Furnished Materials (DFM) and other PROJECT work requested and agreed to by STATE in writing.
 - (b) Legal challenges, awards, judgments, settlements, fines, interest, and penalties, environmental commitments and compliance.
 - (c) Keeping the PROJECT right of way in a safe and operable condition.
 - (d) Obtaining, implementing and renewing resource agency permits.
 - (e) Hazardous material management activities as assigned in this AGREEMENT.
72. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, STATE will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. STATE quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

73. To provide PROJECT-related products and supporting documentation upon STATE' request for the purpose of STATE's QMA.
74. RCTC, including any employee, agent, consultant or sub-consultant retained by the RCTC, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the STATE Uniform Filing System and the "Final STATE Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-all.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of STATE' written request.
75. STATE is the CEQA and NEPA Lead Agency for the PROJECT.
76. Environmental Permits, Approvals and Agreements- RCTC will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to RCTC's responsibilities in this AGREEMENT.
77. Unless otherwise assigned in this AGREEMENT, as the IMPLEMENTING AGENCY, RCTC is responsible for all PROJECT work associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
78. It is expected that the PROJECT requires the following environmental permits/approvals:

Agency	Permit/Approval	Status
U.S. Fish and Wildlife Service (USFWS)	Joint Project Review (JPR) for Multiple Species Habitat Conservation Plan (MSHCP) consistency (part of Streamlined Federal Endangered	JPR submitted to USFWS for MSHCP consistency review. USFWS concurrence pending review of JPR.
U. S. Army Corps of Engineers (USACE)	Clean Water Act (CWA) Section 404 Nationwide Permit	To be submitted after approval of Project Report and Final Environmental Document.

California Department of Fish and Wildlife (CDFW)	California Fish and Game Code (CFGF) Section 1602 Lake or Streambed Alteration Agreement (SAA).	Application to be submitted during the Plans, Specifications, and Estimates (PS&E)/final design phase.
	JPR for MSHCP consistency.	JPR submitted to CDFW for MSHCP consistency review and concurrence through the JPR process.
Regional Water Quality Control Board (RWQCB)	Porter-Cologne Act and CWA Section 401 Water Quality Certification.	To be submitted after approval of Project Report and Final Environmental Document.
Western Riverside County Regional Conservation Authority (RCA)	JPR for MSHCP consistency.	JPR submitted to the RCA for MSHCP consistency review and concurrence through the JPR process.
SWRCB	CWA Section 402-A SWPPP required by the General NPDES Construction Permit would be prepared and is expected to provide all the necessary temporary pollution and erosion control measures required during construction. Post construction BMPs are required by Caltrans' NPDES permit and would be incorporated into PS&E package.	SWPPP would be submitted to Storm Water Multiple Application and Report Tracking System 30 days prior to construction, and post construction BMPs would be incorporated into construction documents.

79. To:

- Implement the environmental commitments as identified in the environmental document.
 - Obtain and comply with the PROJECT permits, approvals, and agreements.
 - Provide STATE with a copy of all environmental permits, approvals and agreements from resource and regulatory agencies, including the terms and conditions of the permits, agreements and approvals.
 - Incorporate permit requirements and mitigation commitments into the final PROJECT plans.
 - Implement all environmental commitments during construction.
80. To carry out the PROJECT with RCTC forces, consultants, and contractors. If environmentally approved, PROJECT will be implemented in accordance with the ENVIRONMENTAL DOCUMENTS and all applicable federal, State, and local laws and regulations, as well as compliance with the applicable STATE STANDARDS.
81. To be responsible for one hundred (100%) percent of all PROJECT construction capital (excluding the cost of STATE REQUESTED BETTERMENTS), right-of-way and support costs, and for the cost of REIMBURSED WORK, up to the maximum amount as set forth in the following sentence, and for DFM requested by RCTC. RCTC shall reimburse STATE the actual cost of REIMBURSED WORK up to the maximum amount shown on Exhibit C (“RCTC Maximum REIMBURSED WORK Payment Obligation”). RCTC has no obligation to reimburse STATE, nor the STATE the obligation to perform REIMBURSED WORK, over the stipulated Maximum REIMBURSED WORK Payment Obligation amount without a amendment to this AGREEMENT signed by both PARTIES.
82. That the purpose of Exhibit C is to illustrate the estimated STATE personnel to be assigned to REIMBURSED WORK, and that STATE shall manage such personnel and personnel assignments and classifications, including the use of consultants, at STATE’s sole discretion, subject to the provision of this AGREEMENT, up to the RCTC Maximum REIMBURSED WORK Payment Obligation. Except as otherwise provided herein, it is agreed that STATE has no obligation to provide STATE personnel services beyond what is provided for in Exhibit C unless otherwise agreed to by the PARTIES.

83. That all of the RCTC and STATE obligations set forth in this entire AGREEMENT with respect to the construction and/or implementation of the PROJECT are expressly contingent upon the completion of all required environmental review under both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and the environmental revalidation approval of the proposed PROJECT. In the event that the “no project” alternative is selected as a result of the environmental review process, except as otherwise specified in this AGREEMENT, all RCTC and STATE obligations under this AGREEMENT shall terminate. STATE shall be compensated for all REIMBURSED WORK performed for PROJECT as of the effective date of this AGREEMENT. RCTC may perform PROGRESSIVE DESIGN-BUILD procurement work, preliminary engineering and any STATE approved early right-of-way acquisition, at RCTC’s sole risk and cost prior to completion of review under CEQA and NEPA and environmental revalidation approval of the proposed PROJECT.
84. As authorized by California Public Contract Code section 22180, et. seq., to utilize the PROGRESSIVE DESIGN-BUILD method of procurement for implementation of PROJECT. To carry out PROJECT with RCTC forces, consultants, and contractors. PROJECT is to be defined and implemented in accordance with the ENVIRONMENTAL DOCUMENTS, and all applicable federal, State, and local laws, rules, and regulations. RCTC will implement the PROJECT in accordance with applicable STATE STANDARDS, except as the same may be modified in the approved CONTRACT DOCUMENTS. RCTC will coordinate with STATE during development of the CONTRACT DOCUMENTS, and STATE shall review, comment and, approve the CONTRACT DOCUMENTS in accordance with the terms of this AGREEMENT.
85. As of the effective date of this agreement, STATE will participate in the RCTC’s selection of the PROGRESSIVE DESIGN-BUILD ENTITY. RCTC has, prior to the effective date of this AGREEMENT, selected and retained certain consultants to work on PROJECT. RCTC agrees at the request of STATE to consider discontinuing the services of any personnel considered by STATE to be unqualified based on credentials, professional expertise, or failure to perform in accordance with SCOPE OF WORK and/or other pertinent criteria.
86. As the ultimate owner of the facility, STATE will be named as the intended THIRD PARTY BENEFICIARY in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS will include a provision granting STATE, in addition to RCTC, the right to pursue all legal remedies against the PROGRESSIVE DESIGN-BUILD ENTITY for any “latent deficiency” pursuant to California Code of Civil Procedure section 337.15 (b), and shall amend any contrary provision contained in the STATE STANDARDS.
87. To require the PROGRESSIVE DESIGN-BUILD ENTITY to maintain professional liability insurance through completion of construction of PROJECT and the resolution of all construction contract claims and/or litigation, with a limit of liability as set forth in the

CONTRACT DOCUMENTS. If Owner Control Insurance Program (OCIP) is proposed, to have an OCIP Feasibility Study, prepared to commercially accepted insurance standards, for approval by STATE. PROGRESSIVE DESIGN-BUILD ENTITY shall maintain in force, until completion and acceptance of all phase or elements of the PROGRESSIVE DESIGN-BUILD contract for PROJECT, Worker's Compensation, a policy of Contractual Liability Insurance, including coverage for Bodily Injury Liability and Property Damage Liability, with coverage that at a minimum meets the requirements set forth in the CONTRACT DOCUMENTS. Such policy shall contain an endorsement naming the STATE, its officers, agents, and employees as additional first-party insureds. Coverage shall be evidenced by a Certificate of Insurance, Policy of Insurance and a Declarations Page in a form satisfactory to STATE, all of which shall be delivered to STATE before the issuance of an encroachment permit to RCTC's PROGRESSIVE DESIGN-BUILD ENTITY or any other consultant or agent of RCTC. RCTC shall ensure that insurance coverage required in the CONTRACT DOCUMENTS is equal or above the insurance coverage requirement published by Caltrans in its Standard Specifications or Standard Special Provisions in effect at the time of construction of PROJECT.

88. To be responsible for the preparation and implementation of the Mitigation and Monitoring Plan to be approved by STATE as part of the ENVIRONMENTAL DOCUMENTS and environmental permit, agreement, or approval process. RCTC, its consultant or PROGRESSIVE DESIGN-BUILD ENTITY shall submit progress reports, per STATE and FHWA guidelines, to STATE for review and approval. As set forth in the ENVIRONMENTAL DOCUMENTS, and although STATE is the lead agency with respect to the ENVIRONMENTAL DOCUMENTS, RCTC agrees and warrants it shall comply, or cause its PROGRESSIVE DESIGN-BUILD ENTITY to comply, with all PROJECT mitigation measures, including the terms and conditions of the ENVIRONMENTAL DOCUMENTS and any required environmental permits, agreements and approvals as those terms and conditions apply to STATE's and RCTC's responsibilities as set forth in this AGREEMENT and shall provide and certify a Mitigation Monitoring Report and Certificate of Environmental Compliance at the completion of the PROJECT.
89. If required by FHWA, to prepare and submit FHWA "Major Project Deliverables." The Major Project Deliverables, if required, shall be prepared in accordance with FHWA guidelines and the STEWARDSHIP AGREEMENT.

90. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred by RCTC, including support data for cost proposals (to the extent received from contractors), and make such materials available at the respective offices of RCTC and its consultants and contractors at all reasonable times during the contract period and for three years from the date of COMPLETION OF WORK or Federal Final Voucher, whichever is later. STATE or FHWA shall have access to any books, records, and documents of RCTC that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Upon completion of all work under this AGREEMENT, ownership and title to all planning and engineering reports, documents, plans, specifications and estimates, including but not limited to Resident Engineer memos and estimates backups, produced for delivery to STATE as part of PROJECT will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.
91. To furnish STATE, prior to commencing work on PROGRESSIVE DESIGN-BUILD activities, a proposed time schedule to complete PROJECT.
92. To have the release for construction design documents and drawings of structural, mechanical, electrical, civil, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed accordance with the most current version of the State of California, Professional Engineers Act at the time. Any reports, specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the professional engineer responsible for their preparation.
93. To not specify any materials or equipment of single or sole source origin in the design of PROJECT unless RCTC complies with the requirements set forth in Public Contract Code section 3400(c).
94. To ensure PROJECT deliverables are subject to review, comment and approval, as appropriate, in accordance with the QUALITY MANAGEMENT PROGRAM. All PROJECT design submittals once deemed complete as defined in the CONTRACT DOCUMENTS shall be provided to STATE for review, comment and approval, as appropriate. All release for construction design documents and drawings are subject to review and approval by STATE, provided that the scope of STATE's review shall be limited to compliance with the CONTRACT DOCUMENTS. STATE shall complete its review and provide any comments in accordance with the requirements specified in SECTION II, of this AGREEMENT.

95. To notify STATE of any deviation(s) to the PROJECT's Area of Potential Effects (APE) and/or description of the PROJECT as set forth in the ENVIRONMENTAL DOCUMENTS. Said notification shall occur within two business days of when the deviation(s) has been discovered by RCTC or determined to be necessary, whichever occurs first in time.
96. To obtain approval of Change Orders (COs), to be issued under the CONTRACT DOCUMENTS, from STATE and FHWA (to the extent specified in the STEWARSHIP AGREEMENT) for federally eligible construction costs when the CO exceeds \$200,000, and for all changes to the STATE STANDARDS, except as the same may be modified in the CONTRACT DOCUMENTS, or as otherwise approved by STATE.
97. To prepare or cause to be prepared any additional environmental documentation, including applications for new, or amendments to, environmental permits, agreements and approvals that are needed to maintain PROJECT environmental compliance and to submit said documentation to STATE for review, comment and, if appropriate, approval.
98. Further, if changes to PROJECT warrant preparation of supplemental or subsequent ENVIRONMENTAL DOCUMENTS, RCTC will prepare or cause to be prepared the supplemental or subsequent ENVIRONMENTAL DOCUMENTS and STATE as CEQA and NEPA lead agency will review and, if appropriate certify and/or approve the supplemental or subsequent ENVIRONMENTAL DOCUMENTS. All noticing and circulation and other procedural responsibilities will be carried out as set forth for the original ENVIRONMENTAL DOCUMENTS.
99. To perform all right-of-way acquisition activities, including the exercise of RCTC's power of eminent domain granted under California Public Utilities Code (CPUC) section 130220.5, including, the right to hear Resolutions of Necessity without STATE's written approval for PROJECT pursuant to its authority under Section 149.8 of the Streets and Highways Code, if necessary, as a cost to PROJECT. All such acquisition activities shall be in compliance with applicable state and federal laws and regulations, and applicable FHWA STANDARDS and STATE STANDARDS, unless otherwise approved by STATE, subject to QMA under this AGREEMENT, to ensure that the acquired properties are acceptable for incorporation into the SHS right-of-way.
100. To transfer title to properties to be incorporated into STATE's highway right-of-way in a manner acceptable to STATE in fee simple absolute and free and clear of all liens, claims or encumbrances except as approved by STATE. Acceptance of said title by STATE is subject to a prior review and approval of a Policy of Title Insurance issued in the name of the State of California and in an amount commensurate with the estimated fair market value of the realty.

101. To maintain and manage any excess land acquired as a result of PROJECT until said excess land is disposed of by RCTC, unless such land was purchased with federal funds, in which case applicable federal rules shall govern the vesting and/or disposition of such property. Any existing STATE owned right-of-way not needed for the PROJECT shall not be deemed “excess” by RCTC and shall remain vested in STATE, unless otherwise agreed by the STATE.
102. To provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents shall bear the professional seal, certification number, registration classification, expiration date of certificate, and signature of the responsible surveyor consistent with the Professional Land Surveyors Act.
103. To be responsible for performance, within SHS right-of-way, of all pre-construction monumentation perpetuation and perform, or cause to be performed, all post-construction monumentation and the mapping/documentation thereof in conformance with applicable STATE STANDARDS, except where modified in the CONTRACT DOCUMENTS. This work includes, but is not limited to:
 - a) the recovery, reestablishment, and survey of points which control existing SHS right-of-way lines, or other pertinent boundary lines and centerlines, and the monumentation thereof;
 - b) the survey and establishment of existing SHS right-of-way lines and monumentation thereof for areas where the PROJECT improvements are outside or directly adjacent to the existing right-of-way;
 - c) the preservation of existing monumentation threatened by construction;
 - d) the survey, establishment and monumentation of new SHS right-of-way lines and re-monumentation of points destroyed by construction because of PROJECT.
104. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with applicable law and the procedures set forth in STATE’s policy on high and low risk underground facilities.

105. If existing public and/or private utilities conflict with construction of PROJECT, RCTC shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal and shall inspect the protection, relocation, or removal of such facilities at no cost to STATE. RCTC shall require any utility owner performing the protection or relocation work within SHS right-of-way to obtain an encroachment permit from STATE prior to the performance of said work. Any relocated or new utilities shall be shown and identified on the As-Built plans.
106. To comply with the requirements of existing STATE Utility Master Agreements of record.
107. To furnish evidence to STATE, in a form reasonably acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within SHS right-of-way and that such work will be either completed by the utility providers, or will be provided for in the CONTRACT DOCUMENTS.
108. To be responsible for the investigation of potential hazardous material sites within and outside of the existing SHS right-of-way that would impact PROJECT as part of RCTC responsibility for the PROJECT Environmental Document. If RCTC encounters hazardous material contamination or unanticipated protected cultural materials within the existing and proposed SHS right-of-way during said investigation or in the course of construction, RCTC shall immediately notify STATE and responsible control agencies of such discovery.
109. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of “public work” in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, RCTC must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. RCTC agrees to include prevailing wage requirements in its contracts for public work. Work performed by RCTC’s own forces is exempt from the Labor Code’s Prevailing Wage requirements.
110. To require its contractors to include prevailing wage requirements in accordance with the CONTRACT DOCUMENTS in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is a “public work” as defined in Labor Code section 1720(a)(1) and Labor Code section 1771. Subcontracts shall include all applicable prevailing wage requirements. RCTC shall obtain applicable wage rates from the State Department of Industrial Relations.
111. To utilize a qualified STATE-approved public agency or consultant in all right-of-way activities. Right-of-way consultant contracts will be administered by a qualified right-of-way professional.

112. To apply for and obtain encroachment permits for required work within SHS right-of-way in accordance with STATE standard permit procedures. To obtain all other permits and approvals, including local agency and regulatory agency permits, and approval documentation for construction of PROJECT. In the event that railroads are involved, RCTC will coordinate with the railroad and the California Public Utilities RCTC to obtain needed approvals. Copies of all permits obtained for PROJECT shall be submitted to STATE. Additionally, the QUALITY MANAGEMENT PLAN to be prepared by the PROGRESSIVE DESIGN-BUILD ENTITY is to be submitted to STATE for review and approval prior to construction of the PROJECT in accordance with the CONTRACT DOCUMENTS.
113. To work with OCTA in obtaining OCTA's approval of any modifications to or closure of the TOLL FACILITY (Operated by OCTA) in accordance with the OCTA-RCTC COOPERATIVE AGREEMENT.
114. That in recognition that PROJECT construction work done on STATE property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, RCTC shall require the PROGRESSIVE DESIGN-BUILD ENTITY to furnish both a payment and performance bond, issued by a California admitted surety naming RCTC as obligee with both bonds complying with the requirements of applicable laws and in the form provided in the CONTRACT DOCUMENTS, or other security approved in writing by STATE. RCTC shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond or otherwise.
115. That all survey work shall conform to the methods, procedures, and requirements of Caltrans Surveys Manual and Caltrans Staking Information Booklet, except as the same may be modified in the CONTRACT DOCUMENTS. RCTC agrees to use primary horizontal and vertical survey control information provided by STATE in developing the survey control for PROJECT.
116. Material testing and quality control shall conform to those provisions of applicable STATE STANDARDS, except as the same may be modified in the CONTRACT DOCUMENTS, and shall be performed by a material-tester certified by STATE in accordance with its standard certification procedures.

117. To submit for STATE approval a Traffic Management Plan (TMP) which will be prepared by the PROGRESSIVE DESIGN-BUILD ENTITY and comply with STATE TMP guidelines during PROJECT design. RCTC shall provide the final TMP to STATE for review and approval in accordance with the CONTRACT DOCUMENTS and PROJECT timelines and schedules.
118. To furnish, at PROJECT expense and subject to the approval of STATE, PROJECT Representatives who are licensed Civil Engineers in the State of California, to perform the functions of a Resident Engineer and a Structural Engineer. The Resident Engineer and the Structural Engineer shall not be employees or agents of the PROGRESSIVE DESIGN-BUILD ENTITY or any related entity. If the Resident Engineer is not also a registered Landscape Architect, RCTC will furnish, at RCTC's expense a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record.
119. At PROJECT expense, to furnish qualified support staff to assist the Resident Engineer with contract administration, and other inspection and staff services necessary to assure that construction is being performed in conformance with this AGREEMENT and with the CONTRACT DOCUMENTS. Said qualified support staff engaged in RCTC activities shall be independent of the PROGRESSIVE DESIGN-BUILD ENTITY and shall not be an employee or agent of any related entity.
120. To provide a Safety Engineer/Manager who will be responsible for auditing the PROGRESSIVE DESIGN-BUILD ENTITY for compliance with any PROJECT safety plans, Occupational Safety and Health Administration (OSHA) requirements and STATE, RCTC, and local jurisdiction requirements set forth in the CONTRACT DOCUMENTS.
121. Prior to Final Acceptance, as that term is defined in the CONTRACT DOCUMENTS, to furnish STATE with a complete set of pre-approved design plans depicting the proposed construction of the PROJECT; a complete set of "As-Built" plans and all STATE requested contract records, including survey documents, Records of Surveys, and structure As-Built documents according to the CONTRACT DOCUMENTS. The format of these plans, records and documents shall be in readily readable electronic format, consistent with the format and STATE STANDARDS used by STATE as of the PROJECT SETTING DATE.

122. To be responsible for maintenance and repair of the PROJECT located within the limits of an encroachment permit issued by the STATE or as otherwise specified in the CONTRACT DOCUMENTS. RCTC shall be responsible for such maintenance and repair of the PROJECT until RELIEF OF MAINTENANCE is granted by STATE for the PROJECT. Maintenance and repair of PROJECT facilities includes, but is not limited to, compliance with all legally required storm water provisions, landscaping and irrigation, pavement, signs, lighting, barriers, guardrail, graffiti abatement, weed abatement, removing debris, and general housekeeping. Major damage to pre-existing PROJECT structures and roadway facilities by hazardous spills and causes beyond RCTC control, including but not limited to, any incidence of fire, flood, earthquake, or other acts of God will be STATE's responsibility.
123. To maintain any part of the PROJECT facilities located outside of the current SHS right-of-way until acceptance of any such part of the PROJECT facilities into the SHS by STATE.
124. If RCTC terminates PROJECT prior to completion thereof, STATE may require RCTC, at RCTC expense, to return the affected SHS right-of-way to its original condition or a condition acceptable for permanent public operations. If RCTC fails to do so, STATE reserves the right to finish the PROJECT or to place the PROJECT in a condition satisfactory for permanent public operations. STATE will bill RCTC for all actual expenses incurred and RCTC agrees to pay said expenses within thirty (30) days of issuance of that invoice or STATE, acting through the State Controller or State Treasurer, may withhold an equal amount from future apportionments due RCTC from STIP or any other sources.
125. If unanticipated cultural, archaeological, paleontological, biological, or other protected resources are encountered during construction of PROJECT, RCTC shall stop work in that area until a qualified professional evaluates the nature and significance of the find and a plan is approved for the removal or protection of that resource, which plan must be in accordance with applicable law. RCTC shall notify STATE within 24 hours of any said discovery. The costs for any removal or protection shall be covered as a PROJECT cost.
126. To provide STATE personnel assigned full-time to the PROJECT and performing REIMBURSED WORK acceptable office space, including furniture, utilities, internet access, and any other items necessary to perform their work at no expense to STATE for the duration of PROJECT. RCTC will not be responsible to provide vehicles and vehicle costs (including, but not limited to fuel, maintenance, registration, insurance, etc.). RCTC shall also provide acceptable shared workspace for STATE personnel to perform their part-time QMA responsibilities.
127. To notify STATE in writing of the projected date for achievement of Final Acceptance, as that term is defined in the CONTRACT DOCUMENTS.

128. Final Acceptance of PROJECT will include all necessary documentation and approvals from affected local agencies for those segments which will have maintenance and operational control relinquished back to said local agencies.
129. To obtain all required permits for construction of PROJECT from third parties, including but not limited to the City of Corona, the County of Riverside, and resource agencies.
130. To ensure that the CONTRACT DOCUMENTS include the provisions of STATE Standard Specification 7-1.03, subject to amendments approved by STATE, to ensure that public convenience is maintained by the PROGRESSIVE DESIGN-BUILD ENTITY whenever work is performed by or on behalf of RCTC under an encroachment permit within the SHS right-of-way. RCTC shall enforce such provisions in a reasonable manner pursuant to the procedures set forth in, and terms of, the CONTRACT DOCUMENTS.
131. To submit a written request for any DFM identified in the PROJECT plans and specifications, or as may otherwise be required by RCTC, a minimum of one hundred eighty (180) days in advance of the need for such materials or services identified by the PARTIES as DFM. Such notice may be waived at STATE's discretion on a case by case basis. As applicable, RCTC may take delivery of the DFM after STATE's receipt of RCTC's payment at the location directed by STATE. DFM shall be considered a PROJECT cost.
132. To pay STATE, within thirty (30) days of receipt of STATE's billing, the actual cost invoiced for the requested DFM.
133. As part of PROJECT, incorporate into the PROJECT scope and CONTRACT DOCUMENTS, STATE REQUESTED BETTERMENTS all as further set forth in Exhibit D.
134. As may be necessary based on the funding source, RCTC will submit invoices to STATE for those funding sources identified in the FUNDING SUMMARY.
135. To pay STATE, within thirty (30) days of receipt of STATE's billing, the actual cost invoiced for the REIMBURSED WORK, up to the RCTC Maximum REIMBURSED WORK Payment Obligation, as defined in SECTION I, of this AGREEMENT.

SECTION II

STATE AGREES:

136. To be the CEQA Lead Agency for the PROJECT.
137. To be the NEPA Lead Agency for the PROJECT.
138. That all of RCTC and STATE obligations set forth in this entire AGREEMENT with respect to the construction and/or implementation of the PROJECT are expressly contingent upon the completion of all required environmental review under both CEQA and NEPA and the revalidation approval of the proposed PROJECT which results from said reviews. In the event that the environmental revalidation is not obtained and the PROJECT does not proceed, except as otherwise specified in this AGREEMENT, all RCTC and STATE obligations under this AGREEMENT shall terminate.
139. To fund up to the amount set forth in Exhibit D for STATE REQUESTED BETTERMENTS. Total STATE contribution towards the PROJECT cost is shown on the FUNDING SUMMARY attached hereto and made a part of this AGREEMENT.
140. To be the agency responsible for timely performing the REIMBURSED WORK for the not to exceed amount identified in Exhibit C. STATE shall notify RCTC in writing prior to commencing performance of any REIMBURSED WORK for which it feels exceed or is not consistent with the mutually agreed upon staff plan, and shall provide RCTC at least ninety (90) days prior written notice that its costs are anticipated to exceed the NOT TO EXCEED amount identified in Exhibit C. Notwithstanding the foregoing, if the PARTIES are unable to reach agreement on an amended NOT TO EXCEED amount for any reason, the PARTIES shall promptly follow the issue resolution process identified in paragraph 226.
141. To provide additional work and services not included herein as requested in writing by RCTC and agreed to in writing by STATE followed by an amendment to Exhibit C.
142. To participate, through the review of procurement documents and involvement in the evaluation process, in the selection of the PROGRESSIVE DESIGN-BUILD ENTITY. RCTC and STATE shall mutually identify any other PROJECT related contracts that are appropriate for participation by STATE in the evaluation and selection process. Although not required to participate, STATE shall timely notify RCTC if STATE desires to participate in any such identified procurements or evaluations.

143. To provide its concurrence in a timely manner, in accordance with the timeframes set forth in the CONTRACT DOCUMENTS, to RCTC for the issuance of a Certificate of Substantial Completion and a Certificate of Final Acceptance for the PROGRESSIVE DESIGN-BUILD contract.
144. To perform CONSTRUCTION INSPECTION SERVICES as part of REIMBURSED WORK using STATE employees or consultants under an on-call construction administration contract with STATE.
145. As part of its CONSTRUCTION INSPECTION SERVICES responsibilities, STATE shall include a direct reporting relationship between the STATE inspectors and senior STATE engineers responsible for all STATE inspectors and CONSTRUCTION INSPECTION SERVICES. This direct reporting relationship shall be administrative in nature with the senior STATE engineers remaining independent with no direct role on the PROJECT.
146. Notwithstanding any other provision of law, STATE retains the authority to stop the PROGRESSIVE DESIGN-BUILD ENTITY's work wholly or in part and take appropriate action when public safety is jeopardized on PROJECT. STATE's authority to stop the PROGRESSIVE DESIGN-BUILD ENTITY'S work includes but is not limited to work performed under an encroachment permit within the SHS right-of-way, including, but not limited to, work performed that includes lane closures, signing, work performed at night, detours, dust control, temporary pavement quality, crash cushions, temporary railings, pavement transitions, falsework, shoring, and delineation. STATE shall regularly inspect the job sites for safety compliance and any possible deficiencies. If any deficiency is observed, a written notice shall be sent by STATE to RCTC for corrective action. Once the deficiency is corrected, a written notice describing the resolution of the deficiency shall be sent to STATE by RCTC and documented.

147. To process, review and approve, as appropriate, complete submittals by RCTC. Incomplete submittals shall be promptly returned without review but with explanation as to what is required to render such submittals "complete." STATE shall cooperate with RCTC and its consultants and contractors (including, without limitation, the PROGRESSIVE DESIGN-BUILD ENTITY) with development of PROJECT and shall provide comments, reviews and if appropriate, approvals within the time frames and in accordance with the standards of review specified in the CONTRACT DOCUMENTS and as agreed to in the quality assurance procedures contained in the QUALITY MANAGEMENT PROGRAM. RCTC shall not be required to implement comments not timely submitted by STATE, unless it is necessary to maintain STATE STANDARDS. Nothing in this paragraph precludes the reasonable exercise of the professional discretion by STATE with respect to review and approvals in accordance with the terms of the CONTRACT DOCUMENTS, including the potential to refuse requested approvals under the terms of the CONTRACT DOCUMENTS, provided that the scope of STATE's review shall be limited to compliance with the CONTRACT DOCUMENTS. STATE agrees to provide reviews of and any comments to each submittal at the time the submittal is provided to STATE in order to avoid compiling all comments to the final review of a submittal.
148. To refer RCTC to all necessary regulations, policies, procedures, manuals, standard plans and specifications, and other standards required for the administration of PROJECT.
149. To make a determination of need for a NEPA/CEQA revalidation/reevaluation within 30 calendar days of receiving the proper documentation from RCTC. The STATE determination of need shall include, but not be limited to, the following information: 1) If Work in the area of the PROJECT can continue, 2) the type of future documentation required, and 3) if re-evaluation is required, an estimate of time to process the re-evaluation based upon the documentation provided by RCTC.
150. To participate in the selection and approval of RCTC's consultants and contractors who will perform PROJECT. STATE recognizes that RCTC has, prior to the effective date of this AGREEMENT, selected and retained certain consultants to work on PROJECT.
151. Prior to assigning any Key Personnel identified in Exhibit C, consult with RCTC and provide information regarding such personnel's professional qualifications and availability. STATE will make reasonable efforts to maintain continuity of key personnel and shall notify RCTC before substituting any such personnel. The State shall have the final authority in the assignment or substitution of the key personnel.

152. For any consultant retained by STATE to perform Construction Inspection Services, STATE shall prior to assigning any staff, consult with RCTC and provide information regarding the consultant's professional qualifications and availability. STATE will make reasonable efforts to maintain continuity of consultants and shall provide RCTC with prior notice before substituting any such consultant; however, STATE retains the right to remove consultants based on poor performance without prior notice.
153. Upon RCTC written request, and subject to reimbursement by RCTC, make reasonable efforts to engage additional staff or consultants for PROJECT who may be available, as needed, to perform any PROJECT work or services as necessary, as further specified in this AGREEMENT.
154. To issue, at no cost to RCTC, upon acceptable completed applications by RCTC and its consultants or PROGRESSIVE DESIGN-BUILD ENTITY, those necessary encroachment permits to authorize entry onto SHS right-of-way to perform activities required for PROJECT, within thirty (30) days following receipt of an acceptable application. The PROJECT is on 91 eastbound and the encroachment permit issued to the PROGRESSIVE DESIGN-BUILD ENTITY for construction of the PROJECT shall be issued for the eastbound direction. In the event work to complete PROJECT needs to be performed in the westbound direction, a separate encroachment permit will be issued to cover that work. If RCTC uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain an encroachment permit which will be issued at no cost upon proper application by the consultants. In reviewing and issuing any necessary encroachment permits, STATE shall approve encroachment permits that are consistent with the CONTRACT DOCUMENTS which will have been approved by STATE. The generally-applicable requirement of evidence of insurance coverage by encroachment permittees, including the procurement of a certificate of insurance naming the State of California and its employees, officers and agents as a first party, additional named insured, is not a "cost" within the meaning of this paragraph and is expressly not waived as a condition of issuance of any encroachment permit RCTC's Permit shall be contingent upon submittal of RCTC's QUALITY MANAGEMENT PLAN and concurrence by STATE.
155. RCTC shall work with OCTA to obtain timely permission for STATE to enter TOLL FACILITY (Operated by OCTA) if needed, in order to complete its QMA and REIMBURSED SERVICES, at no costs to STATE. STATE shall be required to provide reasonable prior notice and coordination with RCTC and OCTA prior to any such access to the TOLL FACILITY (Operated by OCTA) and shall comply with OCTA requirements during such access.

156. That, except to the extent that STATE reasonably determines that work is required for public safety or to prevent significant property damage, STATE will, to the extent possible, avoid performing major maintenance, rehabilitation or construction within the existing SHS right-of-way that would increase costs, delay PROJECT completion or otherwise adversely and materially impact PROJECT. Prior to STATE undertaking any major maintenance or repair work within the SHS right-of-way adjacent to PROJECT, STATE shall contact RCTC to coordinate its work with RCTC in order to avoid interference with the PROJECT. Prior to issuance, any STATE encroachment permit for work within the PROJECT limits, except in cases requiring the immediate protection of public safety or to prevent significant property damage, shall be forwarded to RCTC Resident Engineer for review and comment.
157. To work with RCTC with the goal that all applicable State and Federal rules and regulations are followed and approvals obtained. Exceptions to applicable STATE STANDARDS needed for PROGRESSIVE DESIGN-BUILD procurement are to be approved in the sole discretion of STATE, and such approval shall be in writing. Incorporation of such approved exceptions into the CONTRACT DOCUMENTS shall satisfy the foregoing requirement.
158. To participate in first, and if necessary, second level Condemnation Panel Reviews scheduled and facilitated by the RCTC.
159. Upon presentation by RCTC, to accept from RCTC, good and sufficient fee simple absolute title to that real property acquired in fee by RCTC for STATE pursuant to this AGREEMENT subject to a prior review and approval by STATE of the form of title, free of liens or exceptions, except as otherwise approved by STATE, and supported by a policy of title insurance issued in the name of STATE.
160. To timely provide, at RCTC's cost and upon RCTC's request, any DFM as determined by STATE to be appropriate and available during construction of PROJECT. STATE shall not be obligated to provide DFM, but may do so at its discretion. Upon receipt of RCTC's request for any such DFM, STATE will order the DFM and STATE's PROJECT Coordinator will have an invoice submitted to RCTC for the cost of the DFM. Upon receipt of the DFM and RCTC's payment, STATE will make the DFM available to RCTC at a STATE designated site, or will provide the DFM as agreed upon in writing by the PARTIES.
161. Upon completion of PROJECT, to furnish RCTC with a detailed final accounting of the DFM and REIMBURSED WORK. Based on the final accounting, STATE will refund or invoice as necessary in order to satisfy the financial obligations of this AGREEMENT.

162. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred by STATE and make such materials available at the respective offices of STATE and its consultants and contractors at all reasonable times during the contract period and for three years from the date of COMPLETION OF WORK or Federal Final Voucher, whichever is later. Upon request, STATE agrees to provide copies of any books, records, and documents that are pertinent to this AGREEMENT.
163. To provide primary horizontal and vertical survey control information for use in developing the survey control for PROJECT.
164. As applicable, to grant RELIEF OF MAINTENANCE of PROJECT upon acceptance of such facilities as further set forth herein. Upon such grant of relief, STATE will accept control of and operate and maintain, at STATE's sole cost and expense, those PROJECT lying within the SHS right-of-way, except local roads delegated to local agencies for maintenance.
165. To perform SOURCE INSPECTION as outlined in STATE's Construction Manual. RCTC shall reimburse STATE, as part of the REIMBURSED WORK, up to the RCTC Maximum REIMBURSED WORK Payment Obligation, for all direct and indirect costs incurred for any SOURCE INSPECTION performed by STATE, as further set forth in Exhibit C.
166. Independent assurance testing, testing required to verify the PROGRESSIVE DESIGN-BUILD ENTITY's work, which is not available commercially and which is proprietary (STATE-owned), and approval of the type of asphalt and concrete plants shall be performed by STATE and shall be considered REIMBURSED WORK.
167. To invoice RCTC for DFM within thirty (30) days of STATE's receipt of RCTC's request for the DFM.
168. Will contribute the maximum amount shown on Exhibit D of STATE funds to RCTC, as payment for STATE REQUESTED BETTERMENTS.
169. Will pay RCTC within 30 calendar days of receipt of invoice as payment for STATE REQUESTED BETTERMENTS.
170. Will invoice RCTC for an initial deposit upon execution of this AGREEMENT by the PARTIES in the amount of \$371,000.00. This deposit represents two (2) months' estimated support costs for REIMBURSED WORK. Thereafter, STATE will submit to RCTC monthly invoices based on the prior month's actual expenditures.

171. In the event of damage to the SHS or its appurtenances; and to the extent the repair is the responsibility of the PROGRESSIVE DESIGN-BUILD ENTITY or of RCTC; and to the extent STATE has available inventory of appropriate materials in its inventory; STATE agrees to make such materials available for use by the PROGRESSIVE DESIGN-BUILD ENTITY or RCTC. Materials provided pursuant to this section shall not be deemed DFM and RCTC shall reimburse STATE for the cost of replacement and/or, restocking of STATE's inventory.
172. When STATE is to be reimbursed from state or federal funds that are provided by RCTC or OCTA and STATE administers those funds then STATE will draw from those funds without invoicing RCTC in advance of the draw down. Within the timeframe set forth in the AGREEMENT, STATE shall provide to RCTC monthly invoices supporting the draw down, which invoices shall be prepared in accordance with the requirements of this AGREEMENT. RCTC shall have the right to dispute any invoice, or portion thereof, for which a draw down of funds has been made. If it is determined pursuant to a resolution of any such dispute that a draw down of funds, or portion thereof, was not in accordance with the terms of this AGREEMENT, STATE shall reimburse the PROJECT in the amount of the disputed funds.

SECTION III

IT IS MUTUALLY AGREED:

174. STATE and RCTC desire to implement a collaborative approach for the development of PROJECT, using the resources of both agencies to expedite the process and agree to implement all the provisions of California Public Contract Code section 22180, et. seq. and Streets and Highways Code section 91.2.
175. That the STATE Department of Transportation (Caltrans) District 8 shall be the lead District for the PROJECT and shall make all PROJECT related decisions on behalf of the STATE. Caltrans District 8 shall coordinate with Caltrans District 12 for reviews and SCOPE OF WORK impacting District 12.
176. The PROJECT SETTING DATE shall be the earliest date of either the CONTRACTORS' submittal of a complete PDB PHASE 2 proposal, or any PDB PHASE 2 proposal for a work package. A PDB PHASE 2 proposal is defined in the CONTRACT DOCUMENTS. The PROJECT SETTING DATE becomes fixed for the duration of the PROJECT if the RCTC executes a PROGRESSIVE DESIGN-BUILD CONTRACT amendment for PDB PHASE 2 within six months (6) of receipt of a PDB PHASE 2 proposal. In the event the PROGRESSIVE DESIGN-BUILD CONTRACT amendment for PDB PHASE 2 is not executed within six (6) months the parties shall mutually agree upon a revised PROJECT SETTING DATE.
177. If the PROJECT is constructed in multiple work packages and creates multiple PDB PHASE 2 PROGRESSIVE DESIGN-BUILD CONTRACT amendments, the PROJECT SETTING DATE for additional PDB PHASE 2 amendments shall be mutually agreed upon by the parties. The PARTIES agree it is desirable to limit varied PROJECT SETTING DATES for concurrent and overlapping construction work.
178. The cost of any engineering support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.

179. STATE and RCTC recognize that applicable STATE STANDARDS and other standards may be in conflict with a PROGRESSIVE DESIGN-BUILD contracting process. RCTC shall coordinate with STATE during development of the CONTRACT DOCUMENTS and STATE shall be afforded the opportunity to review, comment and approve prior to the RCTC and PROGRESSIVE DESIGN BUILD ENTITY entering into an agreement. Once approved by STATE, the CONTRACT DOCUMENTS shall control the design and construction of the PROJECT and any deviations to the applicable STATE STANDARDS and other standards that are set forth in the CONTRACT DOCUMENTS shall be deemed approved by STATE.
180. That RCTC has the right and authority, in accordance with 23 CFR 636.109 and as allowed in the amended (August 14, 2007) FHWA regulations for DESIGN-BUILD contracting, Section 1503 of the “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” (SAFETEA–LU), and as modified by the federal Moving Ahead for Progress in the 21st Century Act (MAP-21) legislation, to issue the Request for Qualifications (RFQ) prior to completion of the NEPA process. The release of the RFQ prior to NEPA approval shall be subject to the following limitations as outlined in the FHWA regulations:
- (a) Issue an RFQ prior to the conclusion of the NEPA process as long as the RFQ informs proposers of the general status of the NEPA process and that no commitment will be made as to any alternative under evaluation in the NEPA process, including the no-build alternative;
 - (b) Preclude a contractor from proceeding with final design or construction before NEPA is complete, unless otherwise permitted by law.
181. That all obligations of STATE under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature and allocation of funds by the CTC to STATE for the purposes of fulfilling STATE obligations herein. Should the Legislature fail to allocate funds to STATE for purposes of fulfilling STATE obligations hereunder, the PARTIES agree to meet and confer in an attempt to close the funding shortfall.
182. PARTIES acknowledge that, pursuant to Section 91.2(c) of the Streets and Highways Code, STATE resources necessary for the performance of those services identified hereunder as QMA, CONSTRUCTION INSPECTION SERVICES and SOURCE INSPECTION, including personnel requirements, are legally mandated to be included in STATE’s capital outlay support program for workload purposes in the annual Budget Act.
183. In the event this AGREEMENT is terminated in accordance with SECTION I, of this AGREEMENT, payments to STATE shall be made through and including the entire month in which the termination occurred for amounts earned and owing under this AGREEMENT.

184. To meet prior to September 1 of every year to review the STATE's staffing plan for REIMBURSED WORK for the following fiscal year. The PARTIES shall mutually agree to the staffing levels to be programmed in the following fiscal year by the STATE and any necessary adjustments to the REIMBURSED WORK Summary shown on EXHIBIT C. The STATE agrees to provide the appropriate staffing and resources as mutually agreed in the work plan and to fulfill its responsibilities for performing all REIMBURSED WORK. The RCTC will not be responsible for any REIMBURSED WORK in excess of the yearly budget derived from the staff plan, unless a mutually agreed adjustment is made to the REIMBURSED WORK Summary shown on EXHIBIT C.
185. STATE and RCTC desire to provide efficient and cost-effective implementation of PROJECT, and will mutually establish PROJECT timelines and schedules related to review and/or concurrence with and/or approval of PROJECT submittals and documents by STATE. Such timelines, schedules, submittal requirements and standards for review by STATE will be reflected in the CONTRACT DOCUMENTS. STATE, in carrying out its role under this AGREEMENT, agrees, as further set forth herein, that it will be required to provide its review, comments, non-concurrence, concurrence and/or approval of PROJECT submittals and documents in a timely manner, in accordance with agreed upon PROJECT timelines and schedules.
186. That timely and accurate invoicing by the STATE and subsequent payment by RCTC is of high importance to both PARTIES. Accordingly, the following shall be implemented:
- (a) STATE Corridor Director, or his designee, shall review and approve all monthly STATE invoices prior to submission to RCTC.
 - (b) STATE shall submit to RCTC an approved monthly invoice no more than 30 calendar days following the close of the previous month's billing cycle. REIMBURSED WORK invoiced by the STATE to the RCTC more than 180 days after the work was performed shall be considered delinquent and not reimbursable by the RCTC. STATE invoices for support costs shall include all direct and applicable indirect costs. Costs for REIMBURSED WORK not invoiced to RCTC within 180 days may not be paid by RCTC.
 - (c) RCTC shall remit payment to STATE for REIMBURSED WORK, up to the RCTC Maximum REIMBURSED WORK Payment Obligation, as defined in SECTION I, of this AGREEMENT, within 30 days of RCTC approval of STATE's invoice.
 - (d) STATE will be responsible for the development of the REIMBURSED WORK invoice format, including cost, schedule and status reports, to be jointly agreed upon prior to implementation and payment. STATE shall be responsible for implementing project controls and monitoring to ensure all invoice charges are accurate and provide monthly reporting to RCTC.

187. To incorporate into the PROJECT scope STATE REQUESTED BETTERMENTS as shown on Exhibit D. The cost of the STATE REQUESTED BETTERMENTS shall be borne in their entirety by the STATE and paid in accordance with the provisions of this section. STATE acknowledges the potentially negative impact of changes occurring during construction and shall endeavor to minimize any STATE REQUESTED BETTERMENTS requests after issuance of the Notice-to-Proceed for any PDB PHASE 2 contract amendments between the RCTC and the PROGRESSIVE DESIGN BUILD ENTITY.
- (a) The cost of the STATE REQUESTED BETTERMENTS set forth in Exhibit D shall be the agreed upon lump sum amount set forth in Exhibit D. The foregoing lump sum amount shall constitute full payment for all design, construction, testing, and inspections performed by RCTC, its consultants, and/or contractor. The lump sum amount of the STATE REQUESTED BETTERMENTS shall only be changed if a material change in the STATE REQUESTED BETTERMENTS is requested by STATE, or if the PROGRESSIVE DESIGN-BUILD ENTITY is entitled a change order under the “Changes of Work” clause of the CONTRACT DOCUMENTS. Change order costs directly attributed to the STATE REQUESTED BETTERMENTS are not included in the lump sum amount for the STATE REQUESTED BETTERMENTS, and shall be the financial responsibility of STATE. STATE shall be afforded the opportunity to inspect, review and participate in any change order discussions directly impacting the STATE REQUESTED BETTERMENTS.
 - (b) RCTC shall have no obligation to undertake any STATE REQUESTED BETTERMENTS requested beyond those identified in Exhibit D or after issuance of the Notice-to-Proceed for any PDB PHASE 2 contract amendments between the RCTC and the PROGRESSIVE DESIGN BUILD ENTITY. If such STATE REQUESTED BETTERMENTS are acceptable to RCTC in its sole discretion, RCTC shall include them in the SCOPE OF WORK for the PROJECT. No STATE REQUESTED BETTERMENTS that are inconsistent with the PROJECT’s ENVIRONMENTAL DOCUMENTS, or that would require re-evaluation, revalidation or supplementation of the environmental document shall be considered, unless otherwise determined by the RCTC, in its sole discretion. Proposed STATE REQUESTED BETTERMENTS must be in compliance with SAFETY STANDARDS and with all applicable law.
 - (c) In the event STATE requests STATE REQUESTED BETTERMENTS for incorporation into the PROJECT after issuance of the Notice-to-Proceed for any PDB PHASE 2 contract amendments between the RCTC and the PROGRESSIVE DESIGN BUILD ENTITY and RCTC agrees to incorporate such STATE REQUESTED BETTERMENTS into the PROJECT, STATE shall be solely responsible for all costs and expenses related thereto, including (i) the costs

incurred to incorporate the STATE REQUESTED BETTERMENTS into the SCOPE OF WORK of the PROJECT, (ii) additional design, construction and oversight costs arising from or associated with the STATE REQUESTED BETTERMENTS, including change orders related thereto; (iii) additional operations and maintenance costs arising from or associated with the STATE REQUESTED BETTERMENTS, including change orders related thereto; and (iv) costs associated with any impact on the design and construction schedule associated with the STATE REQUESTED BETTERMENTS, including any associated PROJECT delay cost and damages.

188. That STATE shall designate a STATE representative to represent STATE, and RCTC shall designate a PROJECT Representative through whom all communications between the two agencies shall be channeled. The STATE representative or other official designated by STATE shall review the work of RCTC through completion of PROJECT.
189. That RCTC shall establish a PROJECT document control system acceptable to STATE. Document control, storage, and retrieval methods will utilize a format that is compatible with existing filing systems. When PROJECT is complete, it is intended that the appropriate documents be transferred to the appropriate PARTIES in a format that is compatible with existing filing systems.
190. To develop warranty terms and requirements to be included in the CONTRACT DOCUMENTS.
191. If required by the STATE STANDARDS governing Freeway Agreements, RCTC shall prepare and STATE shall execute Freeway Agreements with the local agencies for PROJECT. Freeway Agreements shall be executed prior to issuance of a Notice to Proceed to the PROGRESSIVE DESIGN-BUILD ENTITY for PDB PHASE 2.
192. Freeway Maintenance Agreements, if necessary, shall be executed prior to the STATE's acceptance of RELIEF OF MAINTENANCE for PROJECT.
193. That STATE shall issue encroachment permits for utility improvements which lie within the SHS right-of-way. PROJECT specific utility agreements will be negotiated between the RCTC and the individual utility owners, with work orders addressing individual relocations coordinated between the PROGRESSIVE DESIGN-BUILD ENTITY and the utility owners.

194. That RCTC shall not start PROJECT construction until and unless environmental review under CEQA and NEPA are first completed, PROJECT approval – if any – is granted, right-of-way has been secured in such area, all pre-construction environmental surveys and mitigation completed for the area(s) proposed for construction have been completed and legal and physical control of rights of way have been acquired in accordance with the CONTRACT DOCUMENTS.
195. That during the construction of PROJECT, representatives of RCTC and STATE will cooperate and consult with each other, and all work pursuant to PROJECT shall be accomplished according to the CONTRACT DOCUMENTS. Satisfaction of these requirements shall be verified by STATE's representative who is authorized to enter RCTC property during construction for the purpose of monitoring, inspecting, and coordinating construction and post-construction activities.
196. That any and all material changes to the CONTRACT DOCUMENTS shall be approved by STATE in advance of performing the work. If STATE does not provide its comments, complete its reviews or provide its approval in accordance with the requirements of the CONTRACT DOCUMENTS, including the PROJECT timelines and schedules, the provisions of SECTION II, shall apply.
197. Unless otherwise directed by STATE representative, changes authorized as provided herein will not require an encroachment permit rider. The foregoing does not preclude deviations from the CONTRACT DOCUMENTS necessitated by emergency situations or to address an immediate safety issue. STATE shall be notified, as soon as reasonably possible, of any such deviations. All changes shall be shown on the As-Built plans referred to in this AGREEMENT.
198. The PARTIES agree that under the CONTRACT DOCUMENTS and the encroachment permits to be issued for the PROJECT, RCTC and the PROGRESSIVE DESIGN-BUILD ENTITY will be responsible for maintenance within the encroachment permit limits.
199. The PARTIES hereby agree that RCTC shall be the party responsible for repair or replacement of third-party caused damage that occurs within the encroachment permit limits.
200. The PARTIES hereby agree that STATE shall be the party responsible for maintenance and third-party caused damage that occurs outside the encroachment permit limits.

201. Consistent with Streets and Highways Code section 730 and Vehicle Code sections 17300 through 17303, the cost of damage to the State Highway System and its appurtenances may be recovered by either STATE or the authority in charge of the highway or bridge. To the extent RCTC is obligated to perform repair or replacement of damage to the PROJECT SHS RIGHT OF WAY or its appurtenances within the encroachment permit limits, STATE authorizes RCTC to take all actions to recover its costs related thereto. STATE agrees to reasonably assist in such actions, if requested by RCTC, and to waive any rights to recovery, except as to any direct damage to STATE not remedied by RCTC repair work.
202. Should RCTC decide not to pursue a recovery action, as described in paragraph 193 above, STATE reserves the right to do so in its own name. In such case, STATE shall reimburse RCTC, for any RCTC incurred costs related to the third-party damage, from any proceeds of such recovery action in excess of STATE's attorney and other litigation related fees. and in excess of any damages incurred by STATE.
203. In order to assist RCTC with repairing or replacing third-party caused damage to the PROJECT SHS RIGHT OF WAY, STATE shall, if available, provide impact attenuators, special light or sign poles, electrical cabinets, and other items from STATE's stock, as needed. Such materials provided by STATE shall be replaced in kind by RCTC.
204. In the case of an emergency which requires immediate action outside the encroachment permit limits, RCTC shall make all reasonable efforts to contact STATE in order to determine which PARTY is best able to complete the required work. In the case of an emergency, STATE may provide verbal authorization for RCTC to direct the PROGRESSIVE DESIGN-BUILD ENTITY to conduct emergency repair efforts at STATE's cost. STATE shall follow its verbal approval with written authorization. If RCTC is unable to contact STATE after reasonable efforts to do so, and the nature of the emergency requires, in RCTC's reasonable judgment, immediate action, RCTC may, but shall not be obligated to, undertake repairs to the extent required to remediate the emergency condition. In such case, RCTC shall notify STATE of such work at the earliest time possible, and STATE shall confirm in writing whether or not the repair work was the responsibility of the STATE under paragraph 193 within ten (10) days of notification. For repair work determined to be the responsibility of the STATE, the parties shall mutually agree on the methods to reimburse RCTC for the actual costs thereof. STATE shall reimburse RCTC for repair work conducted under this paragraph within thirty (30) days of receipt of RCTC's invoice therefore, unless otherwise agreed upon by the PARTIES.
205. In the case of third-party damage outside the encroachment permit limits which does not require immediate action, the STATE may request that RCTC direct the PROGRESSIVE DESIGN-BUILD ENTITY to perform the work, and shall reimburse RCTC for all costs thereof.

206. The PARTIES agree that RCTC shall not be responsible for repair to the PROJECT SHS RIGHT OF WAY which is necessitated by (i) war, riot, homeless disturbances, and acts of a public enemy or other civil disturbance, (ii) acts of God, including but not limited to, greater than a 25-year storm event, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, fires, and objects striking the earth from space (such as meteorites), or (iii) any other human or natural disaster specified in paragraph 224.
207. Prior to STATE undertaking any maintenance or repair work within the PROJECT SHS RIGHT OF WAY, STATE shall contact RCTC to coordinate its work with RCTC in order to avoid interference with the PROJECT.
208. That RCTC shall provide a contract claims process reasonably acceptable to STATE and shall process any and all claims through RCTC's claim process. STATE's representative will be made available to RCTC to provide advice and technical input in any claim process. Said representative shall not be deemed to be an agent of RCTC.
209. The PARTY that discovers hazardous material (HM) will immediately notify the other PARTY(IES) to this AGREEMENT.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

210. STATE, independent of PROJECT, is responsible for any HM-1 found solely within existing SHS right-of-way. STATE will undertake or cause to be undertaken HM-1 management activities with minimum impact to PROJECT schedule. STATE, independent of PROJECT, will pay all costs for HM-1 management activities related to HM-1 found solely within existing SHS right-of-way. STATE shall make reasonable efforts to investigate any HM-1 found within existing SHS right-of-way within 72 hours of notification of STATE by RCTC of such discovery, and shall immediately commence work with regulatory agencies to develop and implement an action plan to remediate the site. STATE shall involve RCTC in all meetings and work with governmental/regulatory agencies and third parties related to any HM-1 found solely within existing SHS right-of-way.

211. STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right-of-way. RCTC, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right-of-way. RCTC will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to the PROJECT schedule, and RCTC will pay, or cause to be paid, all costs associated with HM-1 management activities.
212. If HM-2 is found within the limits of PROJECT, RCTC will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT cost.
213. Management activities associated with HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
214. The PARTIES agree that RCTC is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2022-0057-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.
215. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with the applicable FHWA STANDARDS and STATE STANDARDS.
216. That pursuant to the authority contained in Section 591 of the Vehicle Code for areas within the limits of PROJECT that are open to public traffic, RCTC shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. RCTC shall take all necessary precautions for safe operation of RCTC vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by RCTC, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
217. That any modifications made to or closure of the TOLL FACILITY shall be made in accordance with requirements in the TOLL FACILITY AGREEMENT or FRANCHISE AGREEMENT and OCTA-RCTC COOPERATIVE AGREEMENT, as applicable.

218. Operations of the TOLL FACILITY (Operated by RCTC) may be interrupted as RCTC may deem necessary for PROJECT. PARTIES agree that RCTC shall notify Caltrans and OCTA, five (5) days in advance of any planned closure of the TOLL FACILITY (Operated by RCTC). Any closure of the TOLL FACILITY (Operated by OCTA) shall be in accordance with OCTA-RCTC COOPERATIVE AGREEMENT.
219. STATE will accept control and operate and maintain, at its own cost and expense, those segments of the PROJECT, exclusive of the TOLL FACILITY, lying within the SHS right-of-way upon granting of RELIEF OF MAINTENANCE, except local roads delegated to local agencies for maintenance. Upon granting RELIEF OF MAINTENANCE by STATE of the PROJECT, STATE shall also be deemed to exercise ownership and control of those facilities for which RELIEF OF MAINTENANCE has been granted.
220. After PARTIES agree that all REIMBURSED WORK is complete for Construction, Right-of-Way, Design and SOURCE INSPECTION, STATE will submit a final accounting for all costs. Based on the final accounting, PARTIES will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.
221. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by the other. PARTIES will pay invoices within thirty (30) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, PARTIES will pay invoices within five (5) calendar days of receipt of invoice.
222. If RCTC has received Electronic Funds Transfer (EFT) certification from STATE, then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from the STATE.
223. Upon issuance of an encroachment permit for construction to RCTC's PROGRESSIVE DESIGN-BUILD ENTITY, and subject to the provisions of this AGREEMENT, RCTC shall control and maintain, at its own cost and expense, those portions of the PROJECT lying within the SHS right-of-way. RCTC will also maintain, at RCTC expense, local roads within the SHS right-of-way delegated to local agencies for maintenance and remaining portions of any local road overcrossing structures, including the deck surface and above, as well as all traffic service facilities that may be required for the exclusive benefit or control of local road traffic. This responsibility will remain for each area outside of SHS right-of-way until each area has been relinquished back to local agency.
224. That, upon completion of all work under this AGREEMENT, ownership and title to materials, equipment, and appurtenances installed within the PROJECT, excluding any signage and supporting or related computerized communications systems; and other toll related toll operations equipment and systems as per the TOLL FACILITY AGREEMENT, will automatically be vested in STATE. No further agreement will be necessary to transfer

ownership as herein above stated. RCTC herein transfers of ownership and title to materials, equipment and appurtenances installed outside of STATE right-of-way, excluding those materials, equipment and appurtenances owned by RCTC and OCTA respectively within their respective TOLL FACILITY, unless otherwise agreed to by STATE and RCTC in the TOLL FACILITY AGREEMENT, or as may otherwise be specified in the FRANCHISE AGREEMENT. STATE will continue to own the underlying right-of-way on which the TOLL FACILITY, PROJECT and STATE REQUESTED BETTERMENTS are constructed.

225. Furthermore, the PARTIES agree STATE shall not be considered to have privity with the PROGRESSIVE DESIGN-BUILD ENTITY, except as provided for in this AGREEMENT, and the CONTRACT DOCUMENTS shall reflect the fact that no contractual relationship is to be created between the PROGRESSIVE DESIGN-BUILD ENTITY and STATE, except that nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights of third parties in this AGREEMENT or affect the legal liability of either PARTY to the AGREEMENT to third parties by imposing any standard of care with respect to the development, design, construction, operation and maintenance of SHS and public facilities different from the standard of care imposed by law or applicable STATE STANDARDS.
226. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505 (c) (5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES. PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
227. If a PARTY receives a public records request pertaining to the PROJECT, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

228. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
229. Neither RCTC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that, STATE, to the extent permitted by law, will defend, indemnify and save harmless RCTC and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
230. Notwithstanding any other term of this AGREEMENT, existing corridor utility service expenses, including water and electrical, shall remain the responsibility of STATE, whereas RCTC will be responsible for utility service expenses when modifying existing utilities. RCTC will not utilize existing STATE sources for any temporary connection, unless otherwise approved by STATE.
231. That no alteration, or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto and no oral understanding or agreement which is not incorporated herein shall be binding on any of the PARTIES hereto.
232. A PARTY is not liable for failure to perform the PARTY's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war in the USA, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption.
233. To the extent STATE does not exercise its authority to seek recovery of response costs from third parties to damages to the PROJECT paid by RCTC, STATE expressly authorizes RCTC to exercise any and all authority conferred as result of Vehicle Code sections 17000-17303 with respect to actions to recover response costs.

234. If the PARTIES are unable to reach agreement on a particular issue, including concerns over timeliness of submittal reviews or performance of REIMBURSED WORK, the PARTIES agree to promptly follow a mutually agreed upon issue resolution process. The final form and content of the issue resolution process will be mutually developed prior to commencement of construction. The primary objective of the issue resolution process is timely decision making.
235. To form an Executive Oversight Committee (EOC) as part of the issue resolution process. The EOC will be available to provide direction to the PROJECT team when issues are elevated to the EOC. The EOC will be the final step in the PROJECT level dispute resolution process. The primary objective of the EOC will be to ensure that PROJECT stays on schedule and issues are resolved in a timely manner. The EOC will meet on an as-needed basis to resolve issues that otherwise threaten to delay the overall PROJECT schedule or adversely impact PROJECT costs.
236. That no waiver of any claim, defense or obligation shall be imputed to either PARTY as a result of that PARTY's failure or delay in assertion of said claim, defense or obligation.
237. This AGREEMENT will terminate upon selection of the "no project" alternative as a result of the environmental review process, COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between STATE and RCTC, whichever occurs first. However, all obligations to pay amounts accrued or due and payable as of the date of termination, indemnification, document retention, audit, claims, environmental commitment, legal challenge, ownership articles and other provisions that, by their express terms survive termination or expiration of this AGREEMENT, will remain in effect until terminated or modified in writing by mutual agreement.
238. RCTC will operate under the STATE Disadvantaged Business Enterprise (DBE) Program, and will develop contract specific DBE goals for the applicable PROJECT contracts with subcontracting opportunities including the PROGRESSIVE DESIGN-BUILD CONTRACT. RCTC will report its DBE participation on the PROJECT through STATE.
239. 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.
240. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expired by the statute of limitations.

241. PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the obligations.
242. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement by reference as though fully set forth herein.
243. The attached Attachment A and B and Exhibits A through G are incorporated into this AGREEMENT by reference.
- (a) Attachment A – FUNDING AND SPENDING SUMMARY
 - (b) Exhibit A – PROJECT DESCRIPTION
 - (c) Exhibit B – PROJECT ORGANIZATIONAL CHART
 - (d) Exhibit C – ESTIMATED REIMBURSED WORK SUMMARY
 - (e) Exhibit D – STATE REQUESTED BETTERMENTS SUMMARY
 - (f) Exhibit E – DEPARTMENT FURNISHED MATERIAL
 - (g) Exhibit F – SAMPLE COOPERATIVE AGREEMENT CLOSURE STATEMENT
 - (h) Exhibit G – CONTACT INFORMATION
 - (i) Attachment B- Cooperative Agreement between RCTC and OCTA
244. **Revising Attachments and Exhibits.** PARTIES can revise Attachments A-B and Exhibits A-G of this AGREEMENT by mutually amending, replacing, or providing additional pages to the Attachment or Exhibits that must be executed by PARTIES, and signed by authorized representatives of PARTIES. The revised Attachment or Exhibit will thereafter supersede the previous Attachment or Exhibit and become part of this AGREEMENT.
245. **Amendment to AGREEMENT.** Except as provided in the preceding section concerning Attachment and Exhibit amendments, the terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT
FOR PROGRESSIVE DESIGN-BUILD OF THE STATE ROUTE 91 EASTBOUND
CORRIDOR OPERATIONS PROJECT

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Catalino A. Pining III
District 8 Director

Aaron Hake
Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:
Best Best & Krieger LLP

Meera Danday
HQ Legal Representative

Steven C. DeBaun,
RCTC General Counsel

CERTIFIED AS TO FUNDS:

Karem Evans
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND
POLICIES:

Darwin Salmos
HQ Accounting Supervisor

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Attachment A

FUNDING SUMMARY

Funding Type	Funding Source	Funding Party	PA/ED	PS&E PCM PH 1	PS&E	R/W Support	R/W Capital	DFM Caltrans	Construction Capital	Construction Support PCM	Construction Support	Totals
STBG	Federal	RCTC	\$1,847,000									\$1,847,000
HIP	Federal	RCTC	\$1,915,000									\$1,915,000
FY 24 CAA/CPF HIP	Federal	RCTC			\$4,000,000							\$4,000,000
FY 26 CAA/CPF HIP	Federal	RCTC							\$2,000,000		\$1,000,000	\$3,000,000
Local/Agency	Local	RCTC	\$487,000	\$10,529,800	\$10,787,960	\$600,000	\$4,000,000	\$50,000	\$157,000,000	\$20,440,200	\$4,565,000	\$208,459,960
Total:			\$4,249,000	\$10,529,800	\$14,787,960	\$600,000	\$4,000,000	\$50,000	\$159,000,000	\$20,440,200	\$5,565,000	\$219,221,960

SPENDING SUMMARY

Funding Type	PA&ED		PS&E		R/W		DFM Caltrans		Construction Capital		Construction Support		Totals
	State	RCTC	State	RCTC	State	RCTC	State	RCTC	State	RCTC	State	RCTC	
STBG		\$1,847,000											\$1,847,000
HIP		\$1,915,000											\$1,915,000
FY 24 CAA/CPF HIP				\$4,000,000									\$4,000,000
FY 26 CAA/CPF HIP										\$2,000,000	\$1,000,000		\$3,000,000
Local/Agency		\$487,000		\$21,317,760		\$4,600,000	\$50,000			\$157,000,000	\$4,565,000	\$20,440,200	\$208,459,960
Total:	\$0	\$4,249,000	\$0	\$25,317,760	\$0	\$4,600,000	\$50,000	\$0	\$0	\$159,000,000	\$5,565,000	\$20,440,200	\$219,221,960

Exhibit A

PROJECT DESCRIPTION

The PROJECT constructs an operational lane on EB SR-91 from the SR-241 GP connector to the SR-71 Connector auxiliary lane (in the vicinity of the Green River Road Overcrossing). The project scope of work is defined in the Supplemental Project Report. The PROJECT consists of the following major project components:

- Adding an operational lane approximately 3 miles in length in the EB direction on SR-91 from the SR-241 GP connector to the SR-71 Connector auxiliary lane
- Widening Coal Canyon Road Undercrossing (UC) (Bridge No. 55-0507R)
- Widening County Line Creek UC (Bridge No. 56-0366)
- Constructing new retaining walls
- Reconstructing a portion of the Green River Road EB exit ramp from one to two lanes
- Replacing overhead signs
- Drainage improvements
- Geotechnical exploration
- Constructing debris and rockfall mitigation measures

Figure 1
PROJECT MAP



Figure 2
Typical Cross-Section

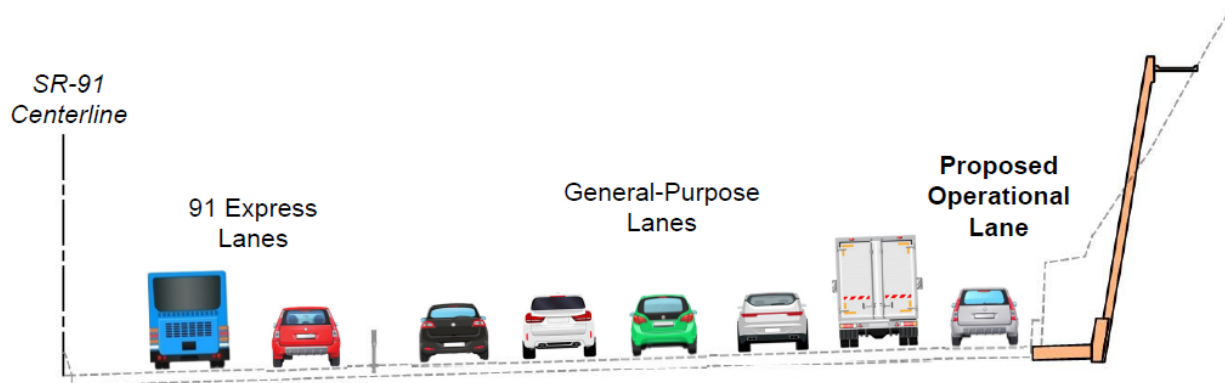


Exhibit B

PROJECT ORGANIZATIONAL CHART

SR-91 EASTBOUND CORRIDOR OPERATIONS PROJECT

Construction Organizational Chart

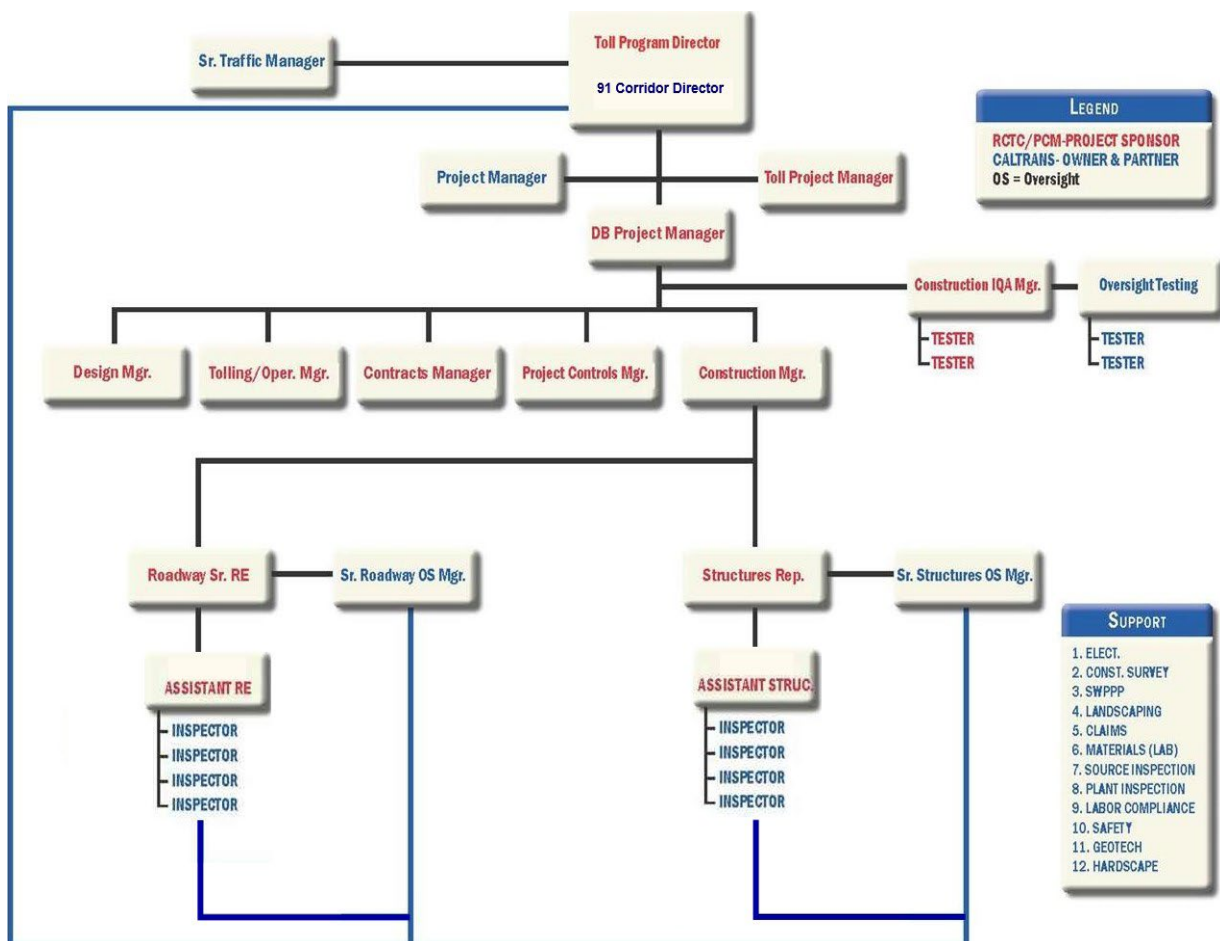


Exhibit C

ESTIMATED REIMBURSED WORK SUMMARY

Hours = 21,824

Cost = \$5,565,000

Notes:

1. The Reimbursed Work Summary is an estimate covering STATE's actual cost of REIMBURSED WORK. The STATE cost of REIMBURSED WORK staffing workplan and costs will be developed during PDB Phase 1, and agreed upon between the PARTIES prior PDB Phase 2 work. The workplan and costs developed for the PDB Phase 2 work that exceeds the estimated costs for REIMBURSED WORK contained herein will require an update to Exhibit C per paragraph 236.
2. Designated Key Personnel:
 - a. Project Director
 - b. Project Manager
 - c. Roadway Design Manager
 - d. Structures Design Manager
 - e. Environmental Manager
 - f. Geotechnical Manager

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Exhibit D

STATE REQUESTED BETTERMENTS SUMMARY

There are no STATE REQUESTED BETTERMENTS identified at this time. Any STATE REQUESTED BETTERMENTS identified during PDB Phase 1 will be added via an amendment to this agreement

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Exhibit E

DEPARTMENT FURNISHED MATERIAL (DFM)

The STATE shall provide the following DEPARTMENT FURNISHED MATERIALS in total value estimated value of \$50,000

1. Cabinet Traffic Controller Model 334LS Cabinet

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Exhibit F
(SAMPLE)

COOPERATIVE AGREEMENT CLOSURE STATEMENT

STATE and RCTC agree that all scope, cost and schedule commitments included in the Cooperative Agreement for PROGRESSIVE DESIGN-BUILD of the State Route 91 Eastbound Corridor Operations Project entered into as of _____ (the "Agreement") have been completed. As of the date this COOPERATIVE AGREEMENT CLOSURE STATEMENT has been executed by the representatives of the PARTIES, as set forth below, the Agreement shall terminate.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
District 8 Director

By: _____
Executive Director

Date: _____

Date: _____

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Exhibit G

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

RCTC

Sri Srirajan, Capital Projects Manager

Phone Number: (951) 206-3831

Billing Address: 4080 Lemon Street, 3rd Floor
Riverside, CA 92502

CALTRANS

Project Manager: Bacson Quach

Phone Number: (951) 830-6017

E-mail: bacson.quach2@dot.ca.gov

District Agreement 08-1823
08-RIV-91-R0.0/R1.2
12-ORA-91-R17.0/R18.9
EA: 08-0F545
Project Number 0823000005
RCTC Agreement 26-31-096-00

Attachment B

OCTA-RCTC COOPERATIVE AGREEMENT

[to be attached]

ATTACHMENT 2

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

**COOPERATIVE AGREEMENT
 AMONG
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
 FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,
 AND
 THE CITY OF CORONA CALIFORNIA
 FOR THE GREEN RIVER ROAD/FOOTHILL PARKWAY IMPROVEMENT
 PROJECT**

This Cooperative Agreement (“Cooperative Agreement”) is made and entered into this ____ day of _____, 2026 by and between the Riverside County Transportation Commission (“RCTC”), Foothill/Eastern Transportation Corridor Agency, a California joint powers authority (hereinafter referred to as “F/ETCA”); and the City of Corona, California (the “City”). RCTC, F/ETCA and the City are sometimes referred to herein individually as (“Party”), and collectively as (“Parties”).

RECITALS

WHEREAS, roadway improvements, modifications, and traffic management are proposed along Green River Road and Foothill Parkway between State Route 91 (“SR-91”) and Interstate 15 (“I-15”) within the City of Corona, as described in Exhibit “A” attached hereto and incorporated herein by reference (the “Project”); and

WHEREAS, the Project has a total estimated cost of \$3,319,094 (“Total Project Cost”), as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, RCTC is implementing the State Route 91 Eastbound Corridor Operations Project (“91 ECOP”), which adds a sixth operational lane along eastbound SR-91 from the State Route 241 (“SR-241”)/SR-91 eastbound general purpose (GP) connector to the State Route 71 (“SR-71”) connector auxiliary lane, designed to enhance traffic flow, improve safety, and reduce congestion along the eastbound SR-91 corridor; and

WHEREAS, F/ETCA is implementing the SR-241/SR-91 Express Connector project (“241/91 EC”), which provides a direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements to improve throughput between Riverside and Orange Counties, relieve traffic congestion, enhance connectivity between the two tolled systems, improve air quality along the corridor, and promote safety for the traveling public; and

WHEREAS, as part of the 91 ECOP, RCTC prepared a traffic analysis for Green River Road/Foothill Parkway to assess potential increases in cut-through traffic from the 91 ECOP and 241/91 EC on various intersections immediately east of the SR-91/Green River Road interchange and intersections immediately west of the I-15/Foothill Parkway interchange; and

WHEREAS, RCTC and F/ETCA have agreed to provide a one-time lump sum toward the Project based on the fair-share methodology and the estimated project cost in order to alleviate measurable potential increases in cut-through traffic resulting from the 91 ECOP and 241/91 EC; and

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 2 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

WHEREAS, the City intends to complete construction of the Project within two years from opening of the 91 ECOP, and

WHEREAS, the Parties intend to enter into this Cooperative Agreement to establish and coordinate their respective responsibilities with respect to the Project, as further set forth herein; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC, F/ETCA and the City as follows:

TERMS

1. Incorporation of Defined Terms in Recitals. The recitals set forth above define certain terms which are used in this Cooperative Agreement and are incorporated into this Cooperative Agreement by reference as though fully set forth herein.
2. Term. This Cooperative Agreement shall be effective as of the date first set forth above and shall continue in effect until sixty (60) days after the date on which the City provides a copy of the recorded notice of completion or equivalent for the Project, as further described in Section 7.4 below, to RCTC and F/ETCA.
3. General Agreement to Cooperate. The Parties agree to mutually cooperate in order to ensure that the Project is successfully completed with minimum impact to the Parties, and the public.
4. Fair Share Payment. Parties have identified necessary improvements to alleviate potential increases in cut-through traffic associated with the 91 ECOP and 241/91 EC projects, which have been incorporated into the Project. Further, the Parties have established a fair share contribution plan based on the proportional potential increases in cut-through traffic associated with the 91 ECOP and 241/91 EC projects on Green River Road/Foothill Parkway relative to the estimated Total Project Cost of the Project. The proportional calculation, attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Fair Share Calculation"), which identifies the Project and sets forth the applicable fair share contributions for RCTC and for F/ETCA, respectively, as provided herein.
5. Obligations of RCTC. RCTC shall contribute its fair share toward the Total Project Cost. The Parties agree that RCTC's fair share shall be as shown in Exhibit A. RCTC's fair share contribution is \$393,522 (the "RCTC Fair Share Contribution"), which shall be paid as a lump sum to the City and used solely for actual costs incurred for the Project and for no other purpose, consistent with the methodology described in the traffic analysis for Green River Road/Foothill Parkway. The Parties acknowledge and agree that nothing in this Cooperative Agreement commits RCTC to approving or constructing the Project. No services or materials will be furnished by RCTC for the Project. RCTC shall make the RCTC Fair Share Contribution within sixty (60) days of the date this Cooperative Agreement is executed by all Parties.
6. Obligations of F/ETCA. F/ETCA shall contribute its fair share toward the Total Project Cost. The Parties agree that F/ETCA's fair share shall be as shown in Exhibit A. F/ETCA's fair share contribution is \$119,545 (the "F/ETCA Fair Share Contribution"), which shall be paid as a lump sum to the City and used solely for actual costs incurred for the Project and for no other purpose, consistent with the methodology described in the traffic analysis for Green River Road/Foothill Parkway. The Parties acknowledge and agree that nothing in this Cooperative Agreement commits

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 3 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

F/ETCA to approving or constructing the Project. No services or materials will be furnished by F/ETCA for the Project. F/ETCA shall make the F/ETCA Fair Share Contribution within sixty (60) days of the date this Cooperative Agreement is executed by all Parties.

7. Obligations of the City

7.1 The City shall maintain the funding provided by RCTC and F/ETCA in a separate or existing account with project-specific ledger number, designated for use on the Project, and shall use the funding for no other purpose.

7.2 The City shall maintain complete and accurate records with respect to all costs and expenses incurred for the Project and funded under this Cooperative Agreement. All such records shall be clearly identifiable. The City shall allow representatives of RCTC and F/ETCA during the City's normal business hours to examine, audit, and make transcripts or copies of such records, or shall provide copies of such records to RCTC and F/ETCA upon request.

7.3 The City shall be responsible for procuring all design, construction management, and other professional and construction services, and providing staff resources, as necessary to complete the Project. The City shall be responsible for all selection and contracting to complete the Project in compliance with all applicable local, state, and federal laws, including, without limitation, the California Public Contract Code and the California Labor Code. The City shall also be responsible for complying with California Environmental Quality Act ("CEQA") and for obtaining all environmental clearances, approvals, and permits necessary to complete the Project. The Parties acknowledge that the City's full compliance with the CEQA and all other applicable laws are a precondition to any construction of the Project.

7.4 City shall engage the services of a contractor ("Contractor") to complete the Project. Upon completion of Project construction, the City shall record a notice of completion for the Project in accordance with California Civil Code Section 3093 et seq., and any applicable provisions of the California Public Contract Code.

7.5 The City shall be responsible for all Project costs in excess of the RCTC Fair Share Contribution and F/ETCA Fair Share Contribution. No additional funding for the Project shall be provided by RCTC or F/ETCA.

7.6 The City shall obtain, or shall require the Contractor to obtain, all required permits, approvals, and authorizations necessary for the performance of the Project. Such permits and approvals shall include, but are not limited to, those required by any applicable local, state, or federal agencies.

7.7 The City shall complete the design and construction of the Project in a timely manner so as to avoid adverse effects to the public. The City agrees that the Project shall not interfere with the 91 ECOP and 241/91 EC projects. To this end, the City shall coordinate and cooperate with RCTC and F/ETCA, and their consultants and contractors, to ensure that such interference does not occur and that the 91 ECOP and 241/91 EC projects may proceed as scheduled. Such coordination and cooperation shall include, but not be limited to, coordination and implementation of traffic control measures and detours.

In the event that interference with the 91 ECOP or 241/91 EC project occurs, or is reasonably

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 4 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

anticipated, the 91 ECOP and 241/91 EC projects shall take priority over the Project. The City shall immediately comply with any and all directions given by RCTC or F/ETCA to address, prevent, mitigate, or eliminate such interference.

7.8 The City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the 91 ECOP and 241/91 EC projects.

7.9 To the extent permitted by law, the City shall indemnify, defend, and hold harmless RCTC and F/ETCA, including their members, officers, employees, and agents from and against contractor and third-party claims, damages, losses, and expenses, including reasonable attorneys' fees in the performance of this Cooperative Agreement.

7.10 As between RCTC, F/ETCA and the City, the City and its consultants shall be responsible for performing all design reviews and construction inspections of the Project to ensure conformance with City standards and the construction contract, including, but not limited to, the technical provisions of said contract. The City shall allow RCTC and F/ETCA staff access to the Project site at all times to perform observation of any Project improvements. Such observation, if completed, shall be for RCTC's and F/ETCA's benefit only and shall not relieve the City of any of its responsibilities under this Cooperative Agreement.

7.11 The City, as the owner of the improvements constructed pursuant to this Cooperative Agreement, shall be solely responsible for all future maintenance and associated costs of the Project improvements.

8. Time is of the Essence. Each Party warrants that it shall make its best efforts to perform all obligations assigned to it related to the Project in such a manner as to allow the Project to progress as scheduled. The City's objective is to complete construction of the project within two years from opening of the 91 Eastbound Corridor Operations Project. If the project is not completed within such two-year period, except for the traffic management, the Parties shall meet and confer to determine an appropriate course of action, and F/ETCA and RCTC will have no further obligations.
9. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director, F/ETCA's Chief Executive Officer, and the City Manager, as applicable, for negotiation. The Executive Director, Chief Executive Officer and the City Manager agree to undertake good faith attempts to resolve any said dispute, claim, or controversy within twelve (12) business days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Parties in scheduling negotiation sessions. However, if said matter is not resolved within thirty-five (35) calendar days after conducting the first negotiating session, any Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.
10. Legal Action. If a matter is not resolved within thirty-five (35) calendar days after the first negotiating session between the Executive Director, Chief Executive Officer, and the City Manager, unless otherwise agreed upon in writing by the Parties, any Party may proceed with any other remedy available in law or in equity.
11. Indemnification.

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 5 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

11.1 RCTC shall indemnify, defend and hold the City, F/ETCA, and their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys fees.

11.2 F/ETCA shall indemnify, defend and hold the City, RCTC and their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of F/ETCA, its officials, officers, employees, agents, consultants or contractors in the performance of F/ETCA's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys fees.

11.3 The City shall indemnify, defend and hold RCTC, F/ETCA, and their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or inequity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the City, its officials, officers, employees, agents, consultants or contractors in the performance of the City's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys fees.

11.4 The indemnification provisions set forth in this Section 11 shall survive any expiration or termination of this Cooperative Agreement.

12. Notices. All notices, requests, demands and other communications required or permitted to be given under this Cooperative Agreement shall be in writing and shall either be delivered in writing by certified or registered first class mail, postage prepaid, deposited in the United States mail, and properly addressed to the Party at its address set forth below, or at any other address that such Party may designate by written notice to the other Party:

RCTC:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: David Thomas

F/ETCA:

Foothill/Eastern Transportation Corridor
Agency125 Pacifica
Irvine, CA 92618
Attn: Stephanie Blanco, Chief Capital Programs Officer

CITY:

City of Corona
400 S. Vicentia Avenue Corona, CA 92882
Attn: Javy Luna, Acting Public Works Director

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 6 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

13. Force Majeure. The failure of performance by any Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of another Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to another party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.
14. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.
15. Assignment of Cooperative Agreement. No Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Parties. Any purported assignment or transfer by one Party without the express written consent of the other Parties shall be null and void and of no force or effect.
16. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of any Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Parties. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.
17. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.
18. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.
19. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.
20. Electronically Transmitted Signatures. A manually signed copy of this Cooperative 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 Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.
21. Counterparts. This Cooperative Agreement may be signed in counterparts; each of which shall constitute an original.

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 7 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

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

[SIGNATURES ON NEXT PAGE]

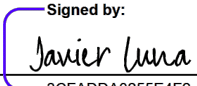
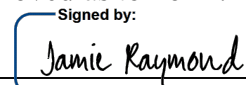
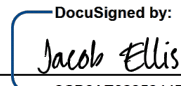
COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT
Page 8 of 8

RCTC Agreement No. 26-31-094-00
F/ETCA Agreement No. K001635

**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT
AMONG
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY AND
THE CITY OF CORONA
FOR GREEN RIVER ROAD/FOOTHILL PARKWAY IMPROVEMENT PROJECT**

**RCTC Agreement No. 26-31-091-00
F/ETCA Agreement No. K001635**

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Agreement on the date first herein above written.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Signature Aaron Hake Executive Director Approved as to Form: By: _____ Best Best & Krieger LLP General Counsel	FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY By:  2026.07.20 17:29:06 -07'00' Signature Ryan Chamberlain Chief Executive Officer Approved as to Form: By:  _____ Ben Rubin, Nossaman General Counsel
CITY OF CORONA Signed by:  By: _____ Signature Javier Luna Acting Public Works Director Approved as to Form: Signed by:  By: _____ Dean Deffen City Attorney	DocuSigned by:  By: _____ Signature Jacob Ellis City Manager

For:

COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
THE GREEN RIVER RD/FOOTHILL PKWY IMPROVEMENT PROJECT

RCTC Agreement No.
F/ETCA Agreement No.

26-31-094-00
K001635

EXHIBIT "A"

**PROJECT IMPROVEMENTS,
TOTAL PROJECT COSTS,
AND FAIR SHARE CALCULATION**

[attached behind this page]

GREEN RIVER ROAD/FOOTHILL PARKWAY IMPROVEMENT PROJECT							
Green River Road and Foothill Parkway between State Route 91 ("SR-91") and Interstate 15 within the City of Corona							
Project Description		Total Project Cost				Fair Share Calculation	
NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST	ACTUAL FAIR SHARE	ACTUAL CONTRIBUTION
1	ATMS Fiber Extension (Green River)	LS	1	\$615,000	\$615,000	15.0%	\$92,250
	Fiber Drop Cable (Installed)	LF	14,000	\$5.00	\$70,000		
	3" PVC Conduit (Bore)	LF	12,500	\$38.00	\$475,000		
	Fiber Splice Closure	EA	2	\$3,000	\$6,000		
	Fiber Patch Panel	EA	2	\$1,500	\$3,000		
	Testing of Fiber	LS	1	\$5,000	\$5,000		
	Hub Cabinet and Switch	LS	1	\$30,000	\$30,000		
	Electrical Service for Hub Cabinet	LS	1	\$10,000	\$10,000		
	Pullboxes	EA	20	\$800	\$16,000		
2	ATMS Fiber Extension (Foothill)	LS	1	\$201,800	\$201,800	3.1%	\$6,256
	Fiber Drop Cable (Installed)	LF	4,200	\$5.00	\$21,000		
	3" PVC Conduit (Bore)	LF	4,200	\$38.00	\$159,600		
	Fiber Splice Closure	EA	2	\$3,000	\$6,000		
	Fiber Patch Panel	EA	2	\$1,500	\$3,000		
	Testing of Fiber	LS	1	\$5,000	\$5,000		
	Pullboxes	EA	9	\$800	\$7,200		
3	CCTV Cameras	LS	1	\$86,000	\$86,000		
	GRR at 91 EB Ramp (On New 45' CCTV Pole, Cabinet, Service)	EA	1	\$35,000	\$35,000	15.7%	\$5,495
	GRR at Dominguez Ranch (On existing TS)	EA	1	\$8,000	\$8,000	14.9%	\$1,192
	Foothill at Bedford (On New 45' CCTV Pole, Cabinet, Service)	EA	1	\$35,000	\$35,000	6.5%	\$2,275
	Foothill at Crossroads (On existing TS)	EA	1	\$8,000	\$8,000	6.5%	\$520
4	Dual Arm DMS - Green River	LS	1	\$202,500	\$202,500	15.7%	\$31,793
	Sign Panels	EA	2	\$50,000	\$100,000		
	Structure	EA	1	\$75,000	\$75,000		
	Electrical Service for DMS	EA	1	\$10,000	\$10,000		
	Ethernet Switch	EA	1	\$2,500	\$2,500		
	DMS Controller Cabinet	EA	1	\$15,000	\$15,000		
5	Dual Arm DMS - Foothill	EA	1	\$202,500	\$202,500	3.1%	\$6,278
	Sign Panels	EA	2	\$50,000	\$100,000		
	Structure	EA	1	\$75,000	\$75,000		
	Electrical Service for DMS	EA	1	\$10,000	\$10,000		
	Ethernet Switch	EA	1	\$2,500	\$2,500		
	DMS Controller Cabinet	EA	1	\$15,000	\$15,000		
6	Speed Feedback Radar Signs	LS	1	\$40,000	\$40,000		
	Located between Fresno Road and Dominguez Ranch - EB	EA	1	\$10,000	\$10,000	15.7%	\$1,570
	Located between East and West Ridgeline Drive - EB	EA	1	\$10,000	\$10,000	11.2%	\$1,120
	Located between Paseo Grande and Border - EB	EA	1	\$10,000	\$10,000	11.2%	\$1,120
	Located between Lincoln and High Grove - EB	EA	1	\$10,000	\$10,000	6.3%	\$630
7	LED Chevron Signs at Green River	LS	1	\$25,000	\$25,000	14.9%	\$3,725
8	Cut Through Study (LPR vs Streetlight)	LS	1	\$50,000	\$50,000	100.0%	\$50,000
9	Corridor Timing Plans (COC Supplied Data, AM/PM)	LS	1	\$40,000	\$40,000	100.0%	\$40,000
10	Traffic Management	annual	10	\$114,000	\$1,140,000	15.7%	\$178,980
Sub Total					\$2,602,800		\$423,203
Contingency (10%)					\$260,280		\$42,320
Total					\$2,863,080		\$465,523
With 3% Escalation at 5 yrs					\$3,319,094		\$31,182
With 3% Escalation at 2 yrs							\$16,361
Fair Share Total							\$513,067
TCA Share							\$119,545
RCTC Share							\$393,522

AGENDA ITEM 6J

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Paul Mim Mack, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	On-Call Right of Way Environmental Site Assessment Services

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award the following on-call professional services agreements for right of way environmental site assessment services for a three-year term, in an amount not to exceed an aggregate value of \$1,000,000;
 - a. Agreement No. 26-31-033-00 with Verdantas Inc., formerly Leighton Consulting, Inc.;
 - b. Agreement No. 26-31-083-00 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants;
 - c. Agreement No. 26-31-084-00 with NV5 Environmental, LP.;
- 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 consultant under the terms of the agreements.

BACKGROUND INFORMATION:

Environmental Site Assessments (ESAs) are conducted to identify contamination risks on properties prior to acquisition or construction. These assessments help avoid unexpected costs, project delays, and legal liabilities. ESAs are necessary to support the Right of Way Department's work on Commission projects, future Measure A highway and rail projects, as well as projects for the Western Riverside County Regional Conservation Authority (RCA). As of January 1, 2021, the Commission serves as the managing agency for the RCA, which is responsible for habitat conservation and requires similar environmental due diligence.

The presence of hazardous substances must be investigated prior to property acquisitions. Therefore, it is necessary for the Commission and RCA to exercise due diligence in identifying hazardous materials and potential hazardous substance related issues. Performing early testing

of known or potentially contaminated sites may avoid or, at least, minimize costs and schedule delays on Commission projects.

On-call consultants will be required to furnish specialized environmental engineering and field services, including, but not limited to, site assessments and investigations, remedial investigation/feasibility studies, remediation action plans, remediation action design, post-remediation monitoring at specified sites, hazardous waste remediation, abatement, lead and asbestos testing, and removal of materials.

The typical Environmental Site Assessment is performed in phases as described below:

- Phase I Environmental Site Assessment – A preliminary review of current and historical records of property uses to identify environmental concerns.
- Phase II Environmental Site Assessment – Field investigations, including soil and groundwater sampling and testing, to confirm whether contamination is present and determine its character and extent.

In July 2022, the Commission approved a similar contract with a single firm for a three-year term for up to \$350,000, and in April 2025, the Commission authorized an additional \$200,000 increase to the contract for a total authorization of \$550,000. The prior contract was used successfully to support project delivery and respond to changing site conditions. The entirety of the \$550,000 has been expended. Unlike the prior contract with a single firm, staff recommends a bench of firms to ensure sufficient capacity, improve response times, and provide specialized expertise depending on project needs.

Procurement Process

Pursuant to Government Code 4525 et seq, the selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of these services. Evaluation criteria included elements such as qualifications of firm, qualifications of personnel, project understanding and approach, and the ability to respond to the requirements set forth under the terms of the Request for Qualifications (RFQ).

RFQ No. 26-31-033-00 for on-call right of way environmental site assessment services was released by staff on January 27, 2026. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 87 firms downloaded the RFQ; 13 of these firms are located in Riverside County. A pre-submittal meeting was held on February 2, 2026, and was attended by 9 firms. Staff responded to all questions submitted by potential proposers prior to the February 9, 2026, clarification deadline. Ten (10) firms - BBG (San Diego, CA); Dudek (Riverside, CA); EnSafe (Long Beach, CA); Geocon West Inc. (Murrieta, CA); Langan CA (Riverside, CA); Ninyo & Moore (Fontana, CA); NV5 Environmental LP

(Riverside, CA); Terracon Consultants Inc. (Colton, CA); TYP SA, Inc. (Irvine, CA); and Verdantas Inc. (Irvine, CA) submitted responsive and responsible Statements of Qualifications (SOQ) prior to the 2:00 p.m. submittal deadline on March 17, 2026.

The firms were scored by an evaluation committee comprised of Commission and Bechtel staff. The committee evaluated the written SOQs pursuant to the criteria set forth in the RFQ and shortlisted and invited six (6) firms (Dudek, Ninyo & Moore, NV5 Environmental LP., Terracon Consultants Inc., TYP SA Inc., and Verdantas Inc.) to the interview phase of the evaluation and selection process. Interviews were conducted on April 20, 2026.

As a result of the evaluation committee's assessment of the written SOQs and interviews, the evaluation committee determined three (3) firms – Ninyo & Moore, NV5 Environmental LP, and Verdantas Inc.– to be the most qualified firms to provide on-call right of way environmental site assessment services. The evaluation committee recommends contract awards to Ninyo & Moore, NV5 Environmental LP., and Verdantas Inc. for a three-year term, in the aggregate amount of \$1,000,000, as these firms earned the highest total evaluation scores.

The multiple awards, on-call, indefinite delivery/ indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on information contained in their proposals for the specific tasks. Services will be provided through the Commission's issuance of task orders to the consultants on an as-needed basis. To ensure the consultants' prices are fair and reasonable, the contracts are subject to a pre-award audit.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff's oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

The total authorization for the on-call agreements is \$1,000,000 over a three-year contract period. These agreements are structured as indefinite delivery/indefinite quantity contracts and do not guarantee any minimum amount of work or compensation. Services will be authorized through individual task orders issued on an as-needed basis and will be limited to available project funding.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2027/2028 and FY 2028/2029+	Amount:	\$300,000 \$700,000
Source of Funds:	2009 Measure A, State Transportation Improvement Program, various Federal, Transportation Uniform Mitigation Fees, and RCA reimbursements			Budget Adjustment:	No
GL/Project Accounting No.:	XXXXXX 81403 00014 0000 2100-72-81403 XXXXXX 81403 00014 0000 2100-73-81403 XXXXXX 81403 00014 0000 2620 31 81403 XXXXXX 81403 00014 0000 2650 25 81403 XXXXXX 81403 00014 0000 2660-72-81403 XXXXXX 81403 00014 0000 2680-31-81403 R21XXX, R22XXX 81403 00014 0000 7500 54 81403				
Fiscal Procedures Approved:				Date:	7/15/2026

Attachments:

- 1) Draft On-Call Professional Services Agreement 26-31-033-00 with Verdantas Inc.
- 2) Draft On-Call Professional Services Agreement 26-31-083-00 with Ninyo & Moore.
- 3) Draft On-Call Professional Services Agreement 26-31-084-00 with NV5 Environmental, LP.

<i>Approved by the Western Riverside County Programs and Projects Committee on July 27, 2026</i>			
In Favor:	10	Abstain:	0
		No:	0

Agreement No 26-31-033-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA, STATE, FTA AND PROPOSITION 1B FUNDING ASSISTANCE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
VERDANTAS INC.
FOR ON-CALL RIGHT OF WAY (ROW)
ENVIRONMENTAL SITE ASSESSMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and VERDANTAS INC., formerly Leighton Consulting, Inc. ("Consultant"), a corporation. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Federal Highway Administration ("FHWA") funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation, Proposition 1B funds ("Prop 1B") funds administered by Caltrans, and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "D" (Certificate of Consultant) and Exhibit "F" (Executive Order N-6-22 Certification) attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain On-Call ROW Environmental Site Assessment Services. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced

in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Indirect Cost Rate (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement..

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall remain in effect for **three years** from the Effective Date, unless extended by contract amendment.

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

7. Consultant's Representative. Consultant hereby designates Meredith Churchto to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement is: Meredith Churchto or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own

cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services.

Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product fails to satisfy the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions

which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

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

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this

Agreement ("On-Call ROW Environmental Site Assessment Services Task Order Contracts"). The other On-Call ROW Environmental Site Assessment Services Task Order Contracts are Agreement No. 26-31-083-00 with Ninyo & Moore and Agreement No. 26-31-084-00 with NV5 Environmental, LP. The total amount payable by Commission for the On-Call ROW Environmental Site Assessment Services Task Order Contracts shall not exceed a cumulative maximum total value of One Million Dollars (\$1,000,000) "NTE Sum". It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under On-Call ROW Environmental Site Assessment Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Environmental Site Assessment Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Environmental Site Assessment Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant, provided that Consultant may seek relief in a court of law located in Riverside County, California if Consultant disagrees with the decision and Consultant has otherwise complied with all other dispute procedures in this Agreement.

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

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

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers.

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

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

30. Insurance.

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

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include the types of work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

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

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

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

(viii) None of the Commission's directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Consultant has declared and Commission has reviewed and approved Consultant's deductibles or self-insured retentions in effect as of the effective date of this Agreement.

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

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission may review complete copies of all insurance policies in effect for the duration of the Project at a local office of Consultant during normal business hours.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all

insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all its 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.

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

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

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

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

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

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

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:

Verdantas Inc

2600 Michelson Drive, Suite 400

Irvine, CA 92612

Attn: Meredith Church

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans or the FTA, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (Funding Requirements), which includes the California Department of Transportation and FTA Requirements, and is attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

Draft

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE, FHWA, FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake, Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT VERDANTAS INC. By: _____ Signature _____ Name _____ Title ATTEST: 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.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

Draft

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

The presence of hazardous substances within and adjacent to existing and proposed right of way and facilities for various Riverside County Transportation Commission (Commission) rail and highway projects or for various Western Riverside County Regional Conservation Authority (RCA) real property acquisitions for open space for wildlife and plant life conservation is possible. It is, therefore, necessary that the Commission and/or the RCA exercise due diligence in identifying hazardous and potential hazardous substances related problems. For purposes of this work, hazardous substances are substances or combinations of substances as defined in Title 22 California Code of Regulations, Section 66680, Division 20, Health and Safety Code, Sections 25115 and 25117, or those substances defined in Title 49 Code of Federal Regulations, Part 171.8.

On-Call Consultant will be required to furnish environmental engineering services, field services including, but not limited to, site assessment and investigations, remedial investigation/feasibility studies, remediation action plans, remediation action design, post-remediation monitoring at specified areas, hazardous waste remediation, abatement and removal of materials. Work will be assigned on a task order basis.

1.1 Task Order (TO) Procedures for Federally and Caltrans Funded TOs:

- 1.1.1 The Commission's and/or the RCA's Representative or designated project manager will issue TOs to consultant on an as-needed basis.
- 1.1.2 **REQUEST FOR TASK ORDER SUBMITTALS.** Upon a request for a TO Proposal by the Commission or by the RCA Representative, one or more consultants shall develop a plan and submit a proposal for the requested services. The TO shall include a schedule, number of labor hours, labor classification(s), and classification rates to provide the requested services.
- 1.1.3 **REVIEW AND AWARD OF TASK ORDERS.** The Commission's or the RCA's Representative or designated project manager will evaluate the submitted TO Proposal ensuring that the submittal is complete, consistent with the Commission's or the RCA's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. If required, the Commission's or the RCA's Representative or designated project manager will conduct negotiations to address exceptions and clarify costs. The fully executed TO will serve as the record of negotiations.
- 1.1.4 **COMPLETION SCHEDULE.** The consultant's performance of services shall commence under each TO only upon written authorization by the Commission's or by the RCA's Representative or designated project manager.

- 1.1.5 Consultant shall complete the services within the time frame specified on a particular TO.
- 1.1.6 All work shall be subject to review and approval of the Commission or the RCA either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.

1.2 Task Order (TO) Procedures for Locally Funded TOs:

- 1.2.1 Locally funded TOs may be awarded by the designated project manager in the best interest of the Commission or the RCA. TO Proposals are not required for locally funded TOs.

1.3 Phase I – Initial Site Assessment

The Initial Site Assessment (ISA) is necessary for identifying hazardous and potentially hazardous problems within and adjacent to existing and proposed rights-of-way and facilities for the Commission's Measure A or other transportation projects or the RCA's projects. The ISA shall include all pertinent information regarding listed hazardous waste and potential hazardous waste sites in the vicinity of the project. The Consultant may be required to review and update prior environmental reports or remediation work.

During the performance of an ISA, the Consultant shall review published lists of hazardous waste sites and search as necessary available files of federal, state, regional and local agencies such as, but not limited to:

- Environmental Protection Agency (EPA) National Priority List (NPL) reports
- California Environmental Protection Agency (Cal/EPA)
- Regional Water Quality Control Board (RWQCB)
- Office of Emergency Services (hazardous materials management plans)
- Local health departments (site lists, permits, reports)
- Local fire departments (site lists, permits, reports)
- County Tax Assessors (parcel maps and files)
- County Court House (maps and files)
- Utility companies (maps, plans, records)
- Caltrans (right-of-way maps, aerial photos and files)

The Consultant shall also review Sanborn Fire Insurance Maps, aerial photographs and other reports, maps and photographs, as necessary, to determine past and present land uses and to identify known or potential hazardous waste sites on parcels of land for future highway improvement projects. The time frame for this record search shall extend as far back as necessary, or to the limitation of available records, to determine the use and presence of any hazardous wastes/materials on the parcels of land in question.

The Consultant shall review published data from the United States Geological Surveys (USGS), state and other available maps and reports in order to compile a general geologic map and general hydrologic profile of the right-of-way or facility.

As directed, the Consultant shall conduct a field survey for potential hazardous waste sites of all parcels of land within and adjacent to the proposed right-of-way or facility as specified in the Task Order. During this phase, it is not necessary to confirm the actual presence of hazardous waste in soil or groundwater on the site. Coordination and contacts with property owners and/or regulatory agencies shall be pre-approved by the Commission or by the RCA.

All of the work for Phase I ISA or Transaction Screen Reports (TSR) will be performed using American Society for Testing and Materials Standards (ASTM) 1527 or 1528. In circumstances when an ISA will be performed to obtain right of way for a Caltrans project, the work will be completed using the Caltrans Project Development Procedures Manual for Environmental Contamination, Chapter 18.

The Consultant shall be responsible for all Regulatory Agency Coordination through-out all phases of the Project.

General requirements for ISA reports are provided in Attachment I

1.4 Phase II – Site Investigation

If required, site investigations may include, but are not limited to, items such as work plans, health and safety plans, surveys and surface geophysical investigations (if necessary), drilling, sampling, laboratory analysis, and reporting.

All elements of the site investigations must meet all applicable standards set forth by local, state and federal regulatory agencies. There should be no deviation to the required standards. The investigative techniques (i.e., drilling methods, sampling collection and sampling handling procedures, analytical methods and equipment) must be procedurally acceptable to the Commission, the RCA and regulatory agencies.

During soil investigations, the drilling and sampling operations shall be supervised on-site by Professional Engineer (PE), Certified Engineering Geologist (CEG), or Registered Geologist (RG). Personnel with specific registration(s) may be required in a Task Order to conform to regulatory agency requirements.

1.4.1 Work Plans

A technical work plan shall be developed for all site investigations. The work plan shall be sufficiently detailed to fully describe the work to be performed. The Consultant shall submit a draft site-specific work plan to the Commission's or to the RCA's Project Manager for review. The draft shall be revised based on the Commission's or the RCA's comments and returned within seven (7) working days. The Commission or the RCA shall review and approve the plan prior to start of fieldwork.

Appropriate professional personnel shall develop work plans. Interpretation of geology, hydrogeologic, and/or hydrologic information shall be completed under the supervision of a California RG and/or CEG.

All work performed by the Consultant shall be in accordance with the site-specific final work plan as reviewed and approved by the Commission or by the RCA.

1.4.2 Health and Safety Plans

Throughout the performance of field soil investigations, the Consultant, its subcontractors, and their personnel are responsible for their own health and safety planning, monitoring and procedures.

All field soil investigations will require development of an appropriate Health and Safety Plan. The Commission or the RCA shall review and approve the plan prior to the start of work. The Consultant shall submit a draft site specific Health and Safety Plan to the Commission or to the RCA for review. The draft shall be revised based on the Commission's and/or the RCA's comments and returned to the Consultant within seven (7) calendar days. The Health and Safety Plan shall conform to all applicable regulatory requirements including, but not limited to 8CCR 5192 and 8CCR 3202.

The Consultant shall complete all work in accordance with the site Health and Safety Plan. The Consultant shall ensure that all employees, while on the project site, conform to the plan requirements.

1.4.3 Surveys of Buildings, Containers, Etc.

The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. Typical surveys may include inspection for the following:

- Asbestos containing materials (ACM) in buildings and pipelines
- Poly Chlorinated Biphenyl's (PCB) containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the Task Order process. When surveys are included in a Task Order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

1.4.4 Surface Geophysical Investigations

Consultants shall provide surface geophysical investigative services for the purpose of acquiring data as specified in the Task Order. Surface geophysical work shall be coordinated and interpreted by a geophysicist certified in the state of California.

When geophysical activities are included in a Task Order, in addition to the general soil investigation reporting requirements, geophysical activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.5 Soil Gas Survey

Consultant shall provide subsurface soil gas sampling and analysis services. Gas survey personnel on site shall include a chemist or other experienced professional responsible for equipment operation and calibration.

When soil gas survey activities are included in a Task Order, in addition to the general soil investigation reporting requirements, soil gas survey activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.6 Trenching

Trenching may be required for shallow soil investigation purposes. Excavation may be needed to determine shallow subsurface conditions or to excavate and expose subsurface structures such as foundations, tanks, pipes and/or sumps. Trenching activities shall be observed and supervised by a site engineer, geologist or engineering geologist.

1.4.7 Drilling

Consultant shall provide drilling services that have the capability to drill and sample soft or poorly consolidated material, rock of varying densities, hardness, and degrees of fracturing, engineered fill, asphalt, Portland concrete cement (PCC), and wastes. Consultant shall also provide drilling services that have the capability to properly drill, construct, and develop groundwater monitoring wells.

Monitoring wells may be required to determine if groundwater contamination is present, the extent of the contamination, and the general characterization of the subsurface vadose and hydro geologic conditions. Monitoring wells shall be designed and constructed in accordance with all the appropriate regulations, requirements and to be able to obtain water samples from the appropriate aquifer zones.

The Consultant, prior to drilling and installation of wells, shall obtain all of the necessary well permit(s). The Consultant shall register all monitoring wells with the Department of

Water Resources. Copies of these records shall be included in the Site Investigation Report.

When drilling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, drilling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.8 Sampling

The objective of sampling is to obtain a representative sample of the subsurface soil, vadose and/or water conditions and levels of contamination at the specific site. Sampling intervals shall be site specific and reviewed and approved by the Commission, or by the RCA and/or regulatory agencies.

When sampling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, sampling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.9 Laboratory Analysis

Laboratory analyses for each parameter will be performed in accordance with EPA protocols established in the EPA document Test Methods for Evaluating Solid Waste, SW-846, Update III, dated June 1997. Analyses will be performed in accordance with the EPA method procedures unless project requirements necessitate the adoption of alternative methods. Analysis will be performed within the holding times. If an alternative method is used, it will be documented and reported.

Laboratories used to perform chemical analysis shall be certified by the California Department of Health Services (DHS). Asbestos and lead samples shall be submitted to an American Industrial Hygiene Association (AIHA) accredited laboratory.

For specific test methods not as yet certified by DHS, the laboratory can perform laboratory analysis only if presently certified by DHS for comparable test methods, e.g., volatile organics, semivolatile organics, etc. or is a currently certified US EPA Contract laboratory. Expected turnaround time for chemical analysis shall be seven (7) calendar days, unless otherwise requested.

Analysis shall be performed in accordance with the Contract Laboratory program protocol (CLP). The Consultant shall be responsible for sample transport from worksite to the laboratory, to provide clean or new sample containers, labels, appropriate preservation and chain-of-custody records.

1.4.9.1 Quality Assurance/Quality Control

Quality control of laboratory analyses is assessed by performing analytical methods according to protocols and analyzing laboratory QA/QC samples to measure precision and accuracy of laboratory methods and equipment, instrument calibration, and preventive maintenance.

1.4.9.1.1 General

Laboratory QA/QC samples that will be analyzed during the proposed assessment include method blanks, laboratory control samples, MSs, and duplicates. Specific acceptance limits for the samples will be per the respective analytical method and at the discretion of the laboratory QA/QC manager.

1.4.9.1.2 Method Blanks

A method blank is a sample of deionized water or clean sand prepared by and analyzed by the laboratory in the same manner as the samples. It is used to assess potential contamination in the laboratory process (e.g., contaminated reagents or improperly cleaned equipment). The laboratory will analyze one method blank sample per batch or every 20 samples for each analytical method.

1.4.9.1.3 Laboratory Control Samples

A laboratory control sample is a known matrix (e.g., deionized water) that has been spiked with a known concentration of specific target analytes. It is used to demonstrate the precision of the analytical process. A laboratory control sample will be analyzed at a frequency of one per preparation or analytical batch not to exceed 20 samples.

1.4.9.1.4 Matrix Spikes

The MS is an actual sample matrix spiked with known concentrations of specific target analytes. The purpose of an MS is to assess the effect of a sample matrix on the recovery of target analytes (i.e., assess the potential for matrix interferences, either high or low). One MS will be analyzed per batch or every 20 samples for each analytical method.

1.4.9.1.5 Laboratory Duplicates

Duplicate samples are used to assess precision in the analytical method. An additional aliquot is extracted from a sample and analyzed using the procedures. Then the results are compared to assess the precision. Duplicates may be of three kinds – laboratory control sample duplicates, MS duplicates, and laboratory sample duplicates. Duplicates should be analyzed per batch or every 20 samples for each analytical sample.

1.4.10 Laboratory Reports

Complete copies of the laboratory reports, including QA/QC summary reports shall be placed in an appendix of the Site Assessment Report. Laboratory reports shall contain, but not limited to, the following information:

- Written explanation of higher detection limits, laboratory contaminants, or other unusual results.
- Name, address, and telephone number of laboratory
- Laboratory number for each sample reported
- Consultant's number for each sample recorded
- Date sample(s) collected
- Date sample(s) received by laboratory
- Date of laboratory testing
- Brief sample description (e.g. soil, water, sludge, etc.)
- Specific test method
- Extraction method utilized
- Test result for each sample and method
- Detection limit for each test method
- Date of test report
- Signature and title of the manager or director of the appropriate laboratory section

1.4.11 Reporting

General requirements for Site Investigation Reports are provided in Attachment II

1.5 Remedial Investigation/Feasibility Studies (RI/FS)

A comprehensive Remedial Investigation/Feasibility Study (RI/FS) will be performed to develop sufficient information to make an informed remedial alternative selection that eliminates, reduces, and/or controls the risks to human health and the environment. All elements of the RI/FS Work Plan shall conform to applicable federal, state and local guidelines, rules, regulations, and criteria negotiated with appropriate regulatory agencies. Appropriate professional personnel shall develop RI/FS Work Plans. Interpretation of geology, hydrogeology, and/or hydrology information shall be conducted under the supervision of a California Registered Geologist or Certified Engineering Geologist.

At the conclusion of the RI/FS, a RI/FS Report shall be prepared to include at a minimum, site characteristics, sources of contaminants, nature and extent of contamination, risk assessment, and review of all potentially feasible remedial actions and associated costs.

A Risk Assessment, included as part of the RI/FS work, may be necessary to determine the risk to human health and the environment from contaminants in the soil and/or groundwater. The Risk Assessment shall describe the environmental fate and transport

of the contaminants and consider all potential contaminant migration pathways in addition to all potential exposure routes to a receptor such as inhalation, ingestion, and dermal absorption.

The Risk Assessment must provide a comparison of the contaminant concentration at a receptor (estimated by the fate and transport element) with appropriate health-based standards. If the contaminant concentration at the receptor exceeds the appropriate health-based standards, then a potential unacceptable excess risk to the receptor exists and a risk management decision must be made (e.g. removal, treatment, stabilization, etc.).

The Risk Assessment must include a professional conclusion that is presented in an objective and technically defensible manner. The Risk Assessment must include a discussion of strengths and weaknesses of the assessment by describing uncertainties, explicitly stating assumptions and limitations, as well as providing scientific basis and rationale for each assumption. Conclusions regarding the potential risk to human health and/or the environment must be based on current federal, state and local guidelines, rules, regulations, and requirements.

General requirements for RI/FS reports are provided in Attachment III.

1.6 Remedial Action Plan and Remedial Action Design

The Remedial Action Plan (RAP) shall compile and summarize site data gathered during the RI/FS, in order to identify, and subsequently design, plan, and implement a final remedial action for the specific site. The RAP shall clearly and concisely describe the selected and rejected alternatives to the extent that the Commission or the RCA is provided an opportunity to comment on the remedial action(s). The RAP must also set forth specific remedial action objectives; rough order of magnitude cost estimates, and timeframes for completion of the remedial action(s).

The Consultant shall submit a draft RAP, potentially including a closure plan, to the appropriate regulatory agencies and the Commission or the RCA for review and approval prior to circulation for public/responsible party input and prior to being adopted as the final document for undertaking remedial action at the specific site.

A Remedial Action Design (RAD) shall be developed to provide technical and operational plans and engineering designs for implementation of the approved final RAP. Based on the selected alternative for remedial action as defined in the RAP, the Consultant shall develop a RAD in accordance with regulatory requirements, which shall include detailed construction designs for the selected remedial alternative. In addition, the work plan shall include sampling protocol for screening and verification sampling, onsite and off-site transportation routes, health and safety requirements for post construction activities. A schedule shall be developed for implementing the construction phase of the remedial action.

1.7 Remediation Oversight

Consultant may provide remediation oversight to monitor and control the adherence to the Remedial Action Design (RAD), and to ensure that the work is completed in a timely and competent manner.

2.0 Other Requirements

2.1 Reports – Progress and Investigative

The Consultant shall submit to the Commission or to the RCA monthly progress reports to report status, difficulties or special problems encountered so that remedies can be developed. Included in the progress report Consultant shall report on costs expended per Task Order and schedule status for current Task Orders.

Unless otherwise stipulated, one (1) electronic copy of the draft workplan, health and safety plan, and site investigation report must be submitted to the Commission's or to the RCA's Project Manager for approval. Work plans and investigation reports must be revised to address all comments, prior to being submitted in final form within the time specified in the Task Order. One (1) electronic copy of the final work plan and health and safety plan and one (1) electronic copy of the final investigation report must be submitted to the Commission's or to the RCA's Project Manager unless another quantity is specified.

2.2 Deliverable Approval and Correction Procedures

All data and documents produced by the Consultant shall be subject to acceptance by regulatory agencies and the Commission or the RCA.

In the event of non-acceptance by regulatory agencies or the Commission or the RCA, the Consultant shall have 14 calendar days to submit the corrections to the Commission or to the RCA.

2.3 Timing

Time is of the essence and time for performance may be a factor in issuance of a Task Order.

2.4 Meeting

The Consultant shall meet with a Commission or a RCA representative at a designated pre-work site visit to view the site and discuss Task Order execution. The Consultant shall provide a person at the pre-work site visit that will exercise responsible charge of the anticipated Task Order.

The Consultant shall meet with the Commission's or the RCA's designee, as needed, to discuss progress on the contract.

2.5 Monitoring and Review Procedures

The Commission or the RCA shall have the right to monitor and review the processes of the Consultant at any time by visiting the Consultant's facility or by requiring meetings.

3.0 MISCELLANEOUS PROVISIONS

3.1 Health and Safety

Consultant shall at all times conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. Consultant shall promptly take all precautions that are reasonable or necessary to safeguard against such risk and shall make regular safety inspections of its operations. Consultant shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of services by Consultant.

In addition, Consultant shall comply with all applicable health and safety laws, standards, codes, rules, regulations, including any safety programs established by the State of California and the U.S. Government as applicable. Consultant warrants the materials, equipment and facilities; whether temporary or permanent, furnished by Consultant in connection with the performance of services shall comply therewith. Consultant shall cooperate and coordinate with the Commission or the RCA and with other consultants on safety matters.

By its action of providing services, Consultant confirms that all of its employees, subcontractors and their employees, engage in field activities related to this agreement have been trained according to the requirements specified in 29 CFR 1910.120 and 8 CCR 5192. In addition, the Consultant shall include this requirement in all subcontracts performed on this project.

At the time any of Consultant's personnel are required to visit any work site, Consultant shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. Consultant's personnel who visit any of the Work Sites on a regular basis shall have a thorough knowledge and understanding of the safety requirements.

Samples suspected of containing asbestos and/or lead shall be collected by personnel certified by the State of California to collect such samples.

The Site Health and Safety Plan shall be developed by an industrial hygienist with sufficient knowledge to recognize and characterize the potential site hazards. During soil investigation activities, a Site Safety Officer (SSO) will be designated and will be responsible for enforcing the site safety plan. Upon the Commission's or the RCA's request, the site Health and Safety Plan will be signed by a Certified Industrial hygienist.

A copy of the Health and Safety Plan shall be distributed to all workers before the field investigation begins. All field investigation workers shall certify that they have read, understand, and agree to comply with the site Health and Safety Plan before the field investigation begins.

The Consultant shall provide safe access to the Work Site for representatives of the applicable local and/or state regulatory agencies during normal field investigations work hours. Designated observation areas outside the work zone shall be established for these site visits. Such inspection tours shall be arranged in advance with the SSO. The SSO shall accompany the representatives while on the site. On Commission owned facilities or RCA owned real property, Consultant shall advise the Project Manager when safety meetings are to be held.

Consultant shall report to the Commission or to the RCA any unsafe conditions observed by its personnel at any Work Site. Any of the consultant's personnel that the Commission or the RCA determines do not have the requisite knowledge shall, at the option of the Commission or the RCA, be removed from the performance of service.

The Consultant shall require the full compliance with this clause by all subcontractors of Consultant.

3.2 Site Safety Officer

The Consultant shall designate a Site Safety Officer (SSO) for each site under active investigation. A SSO or his designated representative shall be present at all times at each site under active investigation. Both persons must be familiar with hazardous waste laws and regulations in California and with Cal/OSHA requirements. The SSO or his designated representative shall be available to accompany the Commission or the RCA and/or representative of the applicable regulatory agencies while they are on site.

The SSO shall direct the implementation and operation of the Health and Safety Plan. The SSO shall enforce compliance with the Health and Safety Plan by all persons while they are within the site perimeter.

3.3 Owner/Regulatory Contacts

The Consultant shall only contact property owners as specifically directed and authorized by the Commission or the RCA. The Consultant shall coordinate with other agencies, such as federal Environmental Protection Agency (EPA), California Environmental Protection Agency (Cal-EPA), Regional Water Quality Control Board (RWQCB), local environmental health agency, and others as necessary to complete fieldwork. The Consultant shall notify and invite the Commission's or the RCA's representative to all regulatory agency meetings related to this investigation.

3.4 Right-of-Entry

The conditions of the right of entry agreement to the property will be explained to the Consultant during the pre-work site meeting. The Consultant shall know and follow the terms and conditions of the right of entry agreement at all times.

3.5 Permits and Licenses

Consultant shall be fully responsible for identifying and obtaining all necessary permits required for performing the services under this agreement. Consultant acknowledges that it has familiarized itself with the existing requirements of the Commission and all applicable federal, state, county and municipal laws, codes, rules, and regulations and the conditions of any required licenses and permits as they were in effect on the date of this Agreement. Consultant shall comply with all the foregoing, and except as otherwise provided herein, Consultant shall procure all licenses and registrations and shall furnish any bonds, security, or deposits required to conduct business without any increase in the Task Order cost or schedule on account of such compliance, regardless of whether such compliance would require additional labor, equipment, or materials not expressly provided for in this Agreement.

3.6 Underground Services Alert (USA)

Before any Task Order involving disturbance of the ground beyond surface sampling begins, the Consultant shall obtain any inquiry identification number from USA.

3.7 Traffic Control

Traffic control (barricades, portable flashing beacons, and detours), when necessary to accomplish the contract work, will be the responsibility of Consultant. The Consultant shall coordinate and obtain all the necessary permits from the local jurisdiction. Traffic control shall be addressed in the Health and Safety Plan.

3.8 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

The Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement.

The Consultant shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Consultant. The Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Agreement or failure to exercise reasonable care in performing the work. If the consultant

fails or refuses to repair the damage promptly, the Commission or the RCA may have the necessary work performed and charge the cost to the Consultant.

3.9 Project Diary

A Project Diary must be maintained to support all work performed. The diary must be filled out and signed as to be true and correct. It must identify the person responsible for project management and must include, but not be limited to, additional notations, observations or remarks to further clarify work.

3.10 Decontamination/Disposal

If required, all personnel shall be decontaminated before leaving the site as specified in the Site Health and Safety Plan. Decontamination procedures shall generally follow the guidelines found in 8 CCR 5192 and shall be detailed in the Site Health and Safety Plan.

Consultant shall equip, supply and maintain an on-site decontamination station for the drilling, installation and sampling equipment. Consultant shall ensure that this station has the capacity to contain all decontamination fluids used in the decontamination procedure. Consultant shall collect these fluids in appropriate containers.

Consultant shall wash and clean all equipment prior to initiation of work at the site. This includes drilling machines, pipe rods, samplers, pumps, casings, screens and any other material brought on site. Before reuse of any equipment at another drilling location at the site, all equipment shall be cleaned and decontaminated.

General requirements for decontamination include, but not limited to:

- Auger flights and any other tools used in drilling operations, monitoring and sampling shall be steam cleaned before initial use and between boreholes.
- Before each use, sampling tubes, liners, and bailers shall be washed in a mixture of liquinox, or similar product, and clear water, rinsed in clear water, rinsed in distilled water and air dried.
- All suspect asbestos containing materials and lead paint materials shall be handled wet.

The Consultant shall avoid contamination of the project area and shall not dump waste oil, drilling fluids, rubbish and/or other materials on the ground. All equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the operation shall be removed from the site.

Material removed from trenches, drill holes, etc. shall be properly collected in containers or stockpiled on plastic sheeting supplied by the Consultant. The project site must be maintained clean at all times.

3.11 Hazardous Waste Manifest

The Commission or the RCA will sign all Hazardous and Non-Hazardous Waste Manifests for waste removed from the site.

3.12 Regulatory Requirements

Consultant agrees that it will not store any hazardous substances at the job site for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner, the Commission, the RCA, whichever will be more restrictive. Consultant further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR Part 261 or other applicable law, as amended. Consultant agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify the Commission or RCA Representative of same.

3.13 Expert Testimony

It shall be recognized that subsequent to the performance of this Agreement the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Consultant under this Agreement (including subcontractor personnel) would have gained expertise as a result of the Tasks performed under this Agreement. Therefore the Consultant agrees to make available expert consulting services in support of future proceedings, including litigation support and to enter into any intent agreement as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this Agreement to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only.

Should the Consultant or any subcontractors at any tier ever testify in court in any case related to this Agreement, all his/her work will be considered proprietary to the Commission or to the RCA. In such a case, the Consultant and/or subcontractor of any tier shall not release any information to adverse parties.

3.14 Disclosure of Information

The Consultant agrees to notify and obtain the written approval of the Commission or the RCA prior to releasing any information to any third parties including the news media regarding any work under this Agreement except as required by law. The Consultant shall immediately notify the Commission or the RCA of the receipt of a demand by a third party for the disclosure of field test data generated under this Agreement. This requirement shall apply to all subcontractors.

ATTACHMENT I
PHASE I
INITIAL SITE ASSESSMENT REPORT

INITIAL SITE ASSESSMENT REPORT

GENERAL REQUIREMENTS

Contents of the Initial Site Assessment Report should include, but not limited to the following:

1. Title sheet, which identifies the Task Order number, project name, project location, contract number, Consultant name, name of author, and date.
2. Signature page with signature and title of persons who prepared and reviewed the project.
3. Table of Contents.
4. Investigative (Executive) Summary: This section should present and summarize the technical data and findings of the investigation.
5. Investigation narrative, which shall include, but not limited to, the following:
 - Investigation methods and evaluation criteria.
 - Known hazardous substance sites (name, location, contamination onsite, federal or state, impact, schedule for cleanup, etc.).
 - Potential hazardous substance sites in the vicinity of the ISA site (name, location, type of operation, reason to suspect potential are of impact, etc.).
 - Name, address, and telephone number of the business/owner(s) of each site.
 - Type of hazardous substance and/or containers involved at each site (e.g. sludge pits, ponds, underground/above ground storage tanks, piping, etc.) This data shall be written in a clear and concise form, and summarized in a table form.
 - Chemical/hazardous materials that have been stored/used in the past at each site and the known generators (if available) of the materials.
 - Permits, violations, plans, records, and any other information reviewed.
 - Sketches, photographs, and/or descriptive comments as necessary to identify important features such as buildings, ponds, utility lines, etc.
 - Aquifer descriptions, (depths to groundwater, gradient, conductivity, yield, quality, and beneficial users). Public sources such as the Department of Water Resources reports and USGS reports will be sources of this type of information.
 - Geologic units: Geologic and hydrologic information should be scaled to the freeway/rail project. The shallow subsurface conditions (e.g. less than 50 feet below ground surface) will have the greatest impact on construction.
 - Location and use of all known groundwater and monitoring wells in the subject vicinity of the study area.

- All known or potential hazardous substance sites shall be identified with corresponding symbols and physical features such as geologic units, aquifer descriptions, and depth to groundwater on a project right-of-way map included in the ISA Report.
- How project may affect suspect sites (e.g. area of contamination vs. construction excavation).
- A list of sites recommended for site investigations shall be included, along with recommendations for follow-up investigations. These sites shall be ranked by significance using a rationale fully justified in the report and prioritized for scheduling this follow-up work.
- Degree of significance for each hazardous substance problem in terms of time to mitigate and approximate costs.
- Describe future plans, if any, of the EPA, Cal-EPA, RWQCB, or other agencies involved in remediating hazardous substance sites within or adjacent to the proposed right-of-way.
- Identify individuals or agencies contacted in developing the information included in the ISA Report.
- List of contact names, telephone numbers, and dates contacted, and information reviewed.
- Limitations in the adequacy and/or conclusions reached in this assessment shall be explained in detailed.

ATTACHMENT II
PHASE II
SITE INVESTIGATION REPORT

SITE INVESTIGATION REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11' size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Investigative Summary: This section should present and summarize the technical data and findings of the investigation.
5. Introduction: At a minimum, this section should include:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
6. Site Investigation Procedures: This section should provide a work plan and field work methods used for the investigation and should include, at a minimum:
 - Soil Boring Locations
 - Atmospheric Monitoring
 - Borehole Drilling, Sampling and Backfilling
 - Field Screening
 - Equipment Decontamination
 - Chemical Analyses Program
7. Site Investigation Results: This section should provide an evaluation of soil investigation results and should include, at a minimum:
 - Maps to scale showing the site location, feature locations, boring and well locations, vertical and horizontal extent of contamination, contour maps of contaminant concentrations, and hydraulic gradient.
 - Cross-sections showing subsurface geologic and hydrogeologic conditions, sample results, and estimated extent of contamination. An

estimate of volume of contaminated soil and groundwater present must be given along with assumptions and calculations used.

- Statistical analysis of sample results estimating distribution and average concentration, and statistical analysis that demonstrate trends in contaminant level and distribution.
- Backup data for maps, cross sections, and graphs.
- Summary of laboratory results.

8. Conclusions and Recommendations: This section should include, at a minimum:

- Nature, extent, and estimated volume of contamination.
- Recommendations for additional work necessary to characterize the site and potential cost.

9. Appendices: All data used to support the report including, but not limited to:

- Well and boring logs for both existing and new wells and borings (include all wells that can influence hydrogeologic conditions of the site).
- Copies of all permits (e.g. drilling permits, well permits, excavation/grading permits, etc.) obtained from state, county and/or local regulatory agencies.
- Laboratory analysis of each sample tested. Laboratory reports must include Chain-of-Custody forms.
- Survey elevations and location of wells or borings, benchmark, or monument locations.

10. References

ATTACHMENT III
REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11" size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the Contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Introduction: At a minimum, this section should include, but not limited to:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
5. Study Area Investigation: This section should include, at a minimum:
 - Surface features (topographic mapping, natural and manmade features, etc.)
 - Contaminant source investigation
 - Meteorological investigations
 - Surface water and sediment investigations
 - Soil and vadose zone investigations
 - Groundwater investigations
6. Physical Characteristics of Study Area: This section at a minimum should include field activity results, which then determine physical characteristics including:
 - Surface features
 - Geology
 - Hydrogeology
 - Soils
 - Demography and land use

7. Nature and Extent of Contamination: This section should present results of soil characterization, both natural chemical components and contaminants in media and transport.
8. Fate and Transport should include, at a minimum:
 - Potential routes of migration
 - Contaminant persistence
 - Contaminant migration
9. Risk assessment should include, at a minimum:
 - Human health evaluation
 - Environmental evaluation
10. Identification and screening Technologies: This section should include, at a minimum:
 - Remedial Action Objectives
 - General Response Actions
 - Identification of appropriate and effective technologies for remediation of soil and/or groundwater contamination at the site
11. Development and Screening of Alternatives: This section should include, at a minimum:
 - Assembly of technologies into remedial alternatives capable of addressing all media/volumes/areas of contamination which are of concern
 - Discussion of rationale for combination of technologies/media into alternatives
 - Discuss screening/evaluating of alternatives
 - Screen alternatives on the basis of effectiveness, implementation, and cost
 - Discuss feasibility to implement alternatives given the site conditions, location, and time frame
 - Discussion of effectiveness of the treatment on the material in question
 - Discuss the reliability of the alternatives in terms of demonstrated effectiveness and the operation and maintenance requirements
12. Detailed Analysis of Alternatives: This section should include an analysis of the “No Action” alternative and at least two other remedial alternatives. Each alternate analysis should address: time, operation and maintenance requirements, risks to health and environment, cost-effectiveness, level of cleanup, potential economic impact on the responsible party, the physical limitations of the site, controlling regulations and permits, public health concerns, direct and indirect capital costs, and the impact of the cleanup methods on the

continuing site activities, future construction activities and Commission or RCA use of the property.

13. Summary and Conclusions

- Summary
- Recommendations

14. Recommended Remedial Alternative: Based on the results of the detailed analysis, this section should contain a detailed discussion of the recommended remedial alternative including the basis for this recommendation.

15. References

16. Appendices

Draft

EXHIBIT "B"
COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Verdantas Inc.	On-Call Environmental Site Assessment Services	\$1,000,000.00
TOTAL COSTS		\$1,000,000.00

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

Draft

EXHIBIT "C"
FEDERAL REQUIREMENTS

[ATTACHED BEHIND THIS PAGE]

Draft

FTA FUNDING REQUIREMENTS

As used herein, “RCTC” shall have the same meaning as the “Commission.” The term “contract” or “Contract” shall have the same meaning as the “Agreement.” The term “Consultant” shall have the same meaning as “Contractor” as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

- a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs” (the “Regulations”). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise [DBE Interim Final Rule](#) (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

- a. Unless otherwise directed by FTA, and notwithstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.
- b. Any DBE participation on the Agreement will not count towards any overall DBE goals.
- c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated,

"on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).
2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over \$2,000] Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of \$100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.).** Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with 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.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

- a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or RCTC.
- b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

- a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. *Additional Notice to U.S. DOT Inspector General.* The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not 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 funded under this Contract. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

- a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability
- b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.
- c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

- a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.
- b. Definitions. Consultant agrees that for purposes of this section:
 - (i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,
 - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23
 - (iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- c. Consultant requirements:
 - (i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.
 - (ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,
 - (2) Procure a commercial sex act during the period of time that this Agreement is in effect, or
 - (3) Use forced labor in the performance of this Agreement or any subagreements hereunder.
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

CALTRANS/STATE REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant shall not discriminate against any employee for employment on account 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. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section. Consultant shall include this provision in all subconsultants for Services to be provided under this Agreement.

2. Consultant and all subconconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Consultant shall, and shall require that its subconsultants, permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing

Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

4. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, the Commission shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by Commission in securing the goods or services hereunder shall be borne and paid for by Consultant, and Commission may deduct from any moneys due or thereafter may become due to Commission, the difference between the price named in the Agreement and the actual cost to Commission to cure Consultant's breach of this Agreement.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. PROMPT PAYMENT

Consultant 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 Consultant 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. Sections 6, Prompt Payment, of Exhibit "D" shall also apply.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

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

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

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

9. COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE.

Consultant shall fully and adequately comply with California Executive Order N-6-22 (“Russian Sanctions Program”). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit “E” (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

**FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS**

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant'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 Consultant 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: Consultant 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.

Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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).

3. DISCRIMINATION

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

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

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant 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 Consultant to a subconsultant, Consultant 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 Consultant to a penalty, payable to the subconsultant, 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 subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

D. PROMPT PAYMENT CERTIFICATION. The Consultant 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 Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. 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 Consultant or subconsultant 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 Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

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

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

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

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

Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant 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 Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

10. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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

Consultant 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.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

EXHIBIT "D"
CERTIFICATE OF CONSULTANT

[ATTACHED BEHIND THIS PAGE]

Draft

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President/Area Lead and duly authorized representative of the firm of Verdantas Inc. whose address is 2600 Michelson Drive, Suite 400, Irvine, CA 92612, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By:



Signature

Kristen Williams, PG

Name

Vice President/Area Lead

Title

EXHIBIT "E"
LOBBYING ACTIVITIES DISCLOSURE

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☐ a. initial
☐ b. material change

For Material Change Only:
 Year _____ Quarter _____
 Date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
 Tier _____, if known

5. If Reporting Entity is a Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:

7. Federal Program Name/Description:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)
 (attach Continuation Sheet(s) if necessary)

11. Individuals Performing Services
 (including address if different from No. 10)
 (last name, first name, MI)
 (attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
 \$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____ Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including name(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:
 (attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Kristen Williams

Print Name: Kristen Williams, PG

Title: Vice President/Area Lead

Telephone No.: 949-681-4273 Date: 03/10/2026

Authorized for Local Reproduction
 Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT “F”
EXECUTIVE ORDER N-6-22 CERTIFICATION**

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT F

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Riverside County Transportation Commission ("Commission") funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Commission with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: Kristen Williams

Printed Name: Kristen Williams, PG

Title: Vice President/Area Lead

Company Name: Verdantas Inc.

Date: 03/10/2026

Agreement No 26-31-083-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA, STATE, FTA AND PROPOSITION 1B FUNDING ASSISTANCE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES
CONSULTANTS FOR ON-CALL RIGHT OF WAY (ROW)
ENVIRONMENTAL SITE ASSESSMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and Ninyo & Moore Geotechnical & Environmental Sciences Consultants ("Consultant"), a corporation. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Federal Highway Administration ("FHWA") funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation, Proposition 1B funds ("Prop 1B") funds administered by Caltrans, and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "D" (Certificate of Consultant) and Exhibit "F" (Executive Order N-6-22 Certification) attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain On-Call ROW Environmental Site Assessment Services. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced

in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Indirect Cost Rate (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement..

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall remain in effect for **three years** from the Effective Date, unless extended by contract amendment.

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

7. Consultant's Representative. Consultant hereby designates **Dennis Fee** to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement is: **Dennis Fee** or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own

cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services.

Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product fails to satisfy the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions

which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

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

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this

Agreement ("On-Call ROW Environmental Site Assessment Services Task Order Contracts"). The other On-Call ROW Environmental Site Assessment Services Task Order Contracts are Agreement No. 26-31-033-00 with Verdantas Inc. and Agreement No. 26-31-084-00 with NV5 Environmental, LP. The total amount payable by Commission for the On-Call ROW Environmental Site Assessment Services Task Order Contracts shall not exceed a cumulative maximum total value of One Million Dollars (\$1,000,000) "NTE Sum". It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under On-Call ROW Environmental Site Assessment Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Environmental Site Assessment Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Environmental Site Assessment Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant, provided that Consultant may seek relief in a court of law located in Riverside County, California if Consultant disagrees with the decision and Consultant has otherwise complied with all other dispute procedures in this Agreement.

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

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

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers.

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

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

30. Insurance.

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

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include the types of work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

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

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

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

(viii) None of the Commission's directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Consultant has declared and Commission has reviewed and approved Consultant's deductibles or self-insured retentions in effect as of the effective date of this Agreement.

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

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission may review complete copies of all insurance policies in effect for the duration of the Project at a local office of Consultant during normal business hours.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all

insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all its 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.

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

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

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

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

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

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

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:

Ninyo & Moore

7888 Cherry Avenue, Unit I,
Fontana, California 92336
Attn: Dennis Fee

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans or the FTA, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (Funding Requirements), which includes the California Department of Transportation and FTA Requirements, and is attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

Draft

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE, FHWA, FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake, Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS By: _____ Signature _____ Name _____ Title ATTEST: 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.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

Draft

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

The presence of hazardous substances within and adjacent to existing and proposed right of way and facilities for various Riverside County Transportation Commission (Commission) rail and highway projects or for various Western Riverside County Regional Conservation Authority (RCA) real property acquisitions for open space for wildlife and plant life conservation is possible. It is, therefore, necessary that the Commission and/or the RCA exercise due diligence in identifying hazardous and potential hazardous substances related problems. For purposes of this work, hazardous substances are substances or combinations of substances as defined in Title 22 California Code of Regulations, Section 66680, Division 20, Health and Safety Code, Sections 25115 and 25117, or those substances defined in Title 49 Code of Federal Regulations, Part 171.8.

On-Call Consultant will be required to furnish environmental engineering services, field services including, but not limited to, site assessment and investigations, remedial investigation/feasibility studies, remediation action plans, remediation action design, post-remediation monitoring at specified areas, hazardous waste remediation, abatement and removal of materials. Work will be assigned on a task order basis.

1.1 Task Order (TO) Procedures for Federally and Caltrans Funded TOs:

- 1.1.1 The Commission's and/or the RCA's Representative or designated project manager will issue TOs to consultant on an as-needed basis.
- 1.1.2 **REQUEST FOR TASK ORDER SUBMITTALS.** Upon a request for a TO Proposal by the Commission or by the RCA Representative, one or more consultants shall develop a plan and submit a proposal for the requested services. The TO shall include a schedule, number of labor hours, labor classification(s), and classification rates to provide the requested services.
- 1.1.3 **REVIEW AND AWARD OF TASK ORDERS.** The Commission's or the RCA's Representative or designated project manager will evaluate the submitted TO Proposal ensuring that the submittal is complete, consistent with the Commission's or the RCA's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. If required, the Commission's or the RCA's Representative or designated project manager will conduct negotiations to address exceptions and clarify costs. The fully executed TO will serve as the record of negotiations.
- 1.1.4 **COMPLETION SCHEDULE.** The consultant's performance of services shall commence under each TO only upon written authorization by the Commission's or by the RCA's Representative or designated project manager.

1.1.5 Consultant shall complete the services within the time frame specified on a particular TO.

1.1.6 All work shall be subject to review and approval of the Commission or the RCA either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.

1.2 Task Order (TO) Procedures for Locally Funded TOs:

1.2.1 Locally funded TOs may be awarded by the designated project manager in the best interest of the Commission or the RCA. TO Proposals are not required for locally funded TOs.

1.3 Phase I – Initial Site Assessment

The Initial Site Assessment (ISA) is necessary for identifying hazardous and potentially hazardous problems within and adjacent to existing and proposed rights-of-way and facilities for the Commission's Measure A or other transportation projects or the RCA's projects. The ISA shall include all pertinent information regarding listed hazardous waste and potential hazardous waste sites in the vicinity of the project. The Consultant may be required to review and update prior environmental reports or remediation work.

During the performance of an ISA, the Consultant shall review published lists of hazardous waste sites and search as necessary available files of federal, state, regional and local agencies such as, but not limited to:

- Environmental Protection Agency (EPA) National Priority List (NPL) reports
- California Environmental Protection Agency (Cal/EPA)
- Regional Water Quality Control Board (RWQCB)
- Office of Emergency Services (hazardous materials management plans)
- Local health departments (site lists, permits, reports)
- Local fire departments (site lists, permits, reports)
- County Tax Assessors (parcel maps and files)
- County Court House (maps and files)
- Utility companies (maps, plans, records)
- Caltrans (right-of-way maps, aerial photos and files)

The Consultant shall also review Sanborn Fire Insurance Maps, aerial photographs and other reports, maps and photographs, as necessary, to determine past and present land uses and to identify known or potential hazardous waste sites on parcels of land for future highway improvement projects. The time frame for this record search shall extend as far back as necessary, or to the limitation of available records, to determine the use and presence of any hazardous wastes/materials on the parcels of land in question.

The Consultant shall review published data from the United States Geological Surveys (USGS), state and other available maps and reports in order to compile a general geologic map and general hydrologic profile of the right-of-way or facility.

As directed, the Consultant shall conduct a field survey for potential hazardous waste sites of all parcels of land within and adjacent to the proposed right-of-way or facility as specified in the Task Order. During this phase, it is not necessary to confirm the actual presence of hazardous waste in soil or groundwater on the site. Coordination and contacts with property owners and/or regulatory agencies shall be pre-approved by the Commission or by the RCA.

All of the work for Phase I ISA or Transaction Screen Reports (TSR) will be performed using American Society for Testing and Materials Standards (ASTM) 1527 or 1528. In circumstances when an ISA will be performed to obtain right of way for a Caltrans project, the work will be completed using the Caltrans Project Development Procedures Manual for Environmental Contamination, Chapter 18.

The Consultant shall be responsible for all Regulatory Agency Coordination through-out all phases of the Project.

General requirements for ISA reports are provided in Attachment I

1.4 Phase II – Site Investigation

If required, site investigations may include, but are not limited to, items such as work plans, health and safety plans, surveys and surface geophysical investigations (if necessary), drilling, sampling, laboratory analysis, and reporting.

All elements of the site investigations must meet all applicable standards set forth by local, state and federal regulatory agencies. There should be no deviation to the required standards. The investigative techniques (i.e., drilling methods, sampling collection and sampling handling procedures, analytical methods and equipment) must be procedurally acceptable to the Commission, the RCA and regulatory agencies.

During soil investigations, the drilling and sampling operations shall be supervised on-site by Professional Engineer (PE), Certified Engineering Geologist (CEG), or Registered Geologist (RG). Personnel with specific registration(s) may be required in a Task Order to conform to regulatory agency requirements.

1.4.1 Work Plans

A technical work plan shall be developed for all site investigations. The work plan shall be sufficiently detailed to fully describe the work to be performed. The Consultant shall submit a draft site-specific work plan to the Commission's or to the RCA's Project Manager for review. The draft shall be revised based on the Commission's or the RCA's comments and returned within seven (7) working days. The Commission or the RCA shall review and approve the plan prior to start of fieldwork.

Appropriate professional personnel shall develop work plans. Interpretation of geology, hydrogeologic, and/or hydrologic information shall be completed under the supervision of a California RG and/or CEG.

All work performed by the Consultant shall be in accordance with the site-specific final work plan as reviewed and approved by the Commission or by the RCA.

1.4.2 Health and Safety Plans

Throughout the performance of field soil investigations, the Consultant, its subcontractors, and their personnel are responsible for their own health and safety planning, monitoring and procedures.

All field soil investigations will require development of an appropriate Health and Safety Plan. The Commission or the RCA shall review and approve the plan prior to the start of work. The Consultant shall submit a draft site specific Health and Safety Plan to the Commission or to the RCA for review. The draft shall be revised based on the Commission's and/or the RCA's comments and returned to the Consultant within seven (7) calendar days. The Health and Safety Plan shall conform to all applicable regulatory requirements including, but not limited to 8CCR 5192 and 8CCR 3202.

The Consultant shall complete all work in accordance with the site Health and Safety Plan. The Consultant shall ensure that all employees, while on the project site, conform to the plan requirements.

1.4.3 Surveys of Buildings, Containers, Etc.

The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. Typical surveys may include inspection for the following:

- Asbestos containing materials (ACM) in buildings and pipelines
- Poly Chlorinated Biphenyl's (PCB) containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the Task Order process. When surveys are included in a Task Order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

1.4.4 Surface Geophysical Investigations

Consultants shall provide surface geophysical investigative services for the purpose of acquiring data as specified in the Task Order. Surface geophysical work shall be coordinated and interpreted by a geophysicist certified in the state of California.

When geophysical activities are included in a Task Order, in addition to the general soil investigation reporting requirements, geophysical activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.5 Soil Gas Survey

Consultant shall provide subsurface soil gas sampling and analysis services. Gas survey personnel on site shall include a chemist or other experienced professional responsible for equipment operation and calibration.

When soil gas survey activities are included in a Task Order, in addition to the general soil investigation reporting requirements, soil gas survey activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.6 Trenching

Trenching may be required for shallow soil investigation purposes. Excavation may be needed to determine shallow subsurface conditions or to excavate and expose subsurface structures such as foundations, tanks, pipes and/or sumps. Trenching activities shall be observed and supervised by a site engineer, geologist or engineering geologist.

1.4.7 Drilling

Consultant shall provide drilling services that have the capability to drill and sample soft or poorly consolidated material, rock of varying densities, hardness, and degrees of fracturing, engineered fill, asphalt, Portland concrete cement (PCC), and wastes. Consultant shall also provide drilling services that have the capability to properly drill, construct, and develop groundwater monitoring wells.

Monitoring wells may be required to determine if groundwater contamination is present, the extent of the contamination, and the general characterization of the subsurface vadose and hydro geologic conditions. Monitoring wells shall be designed and constructed in accordance with all the appropriate regulations, requirements and to be able to obtain water samples from the appropriate aquifer zones.

The Consultant, prior to drilling and installation of wells, shall obtain all of the necessary well permit(s). The Consultant shall register all monitoring wells with the Department of

Water Resources. Copies of these records shall be included in the Site Investigation Report.

When drilling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, drilling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.8 Sampling

The objective of sampling is to obtain a representative sample of the subsurface soil, vadose and/or water conditions and levels of contamination at the specific site. Sampling intervals shall be site specific and reviewed and approved by the Commission, or by the RCA and/or regulatory agencies.

When sampling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, sampling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.9 Laboratory Analysis

Laboratory analyses for each parameter will be performed in accordance with EPA protocols established in the EPA document Test Methods for Evaluating Solid Waste, SW-846, Update III, dated June 1997. Analyses will be performed in accordance with the EPA method procedures unless project requirements necessitate the adoption of alternative methods. Analysis will be performed within the holding times. If an alternative method is used, it will be documented and reported.

Laboratories used to perform chemical analysis shall be certified by the California Department of Health Services (DHS). Asbestos and lead samples shall be submitted to an American Industrial Hygiene Association (AIHA) accredited laboratory.

For specific test methods not as yet certified by DHS, the laboratory can perform laboratory analysis only if presently certified by DHS for comparable test methods, e.g., volatile organics, semivolatile organics, etc. or is a currently certified US EPA Contract laboratory. Expected turnaround time for chemical analysis shall be seven (7) calendar days, unless otherwise requested.

Analysis shall be performed in accordance with the Contract Laboratory program protocol (CLP). The Consultant shall be responsible for sample transport from worksite to the laboratory, to provide clean or new sample containers, labels, appropriate preservation and chain-of-custody records.

1.4.9.1 Quality Assurance/Quality Control

Quality control of laboratory analyses is assessed by performing analytical methods according to protocols and analyzing laboratory QA/QC samples to measure precision and accuracy of laboratory methods and equipment, instrument calibration, and preventive maintenance.

1.4.9.1.1 General

Laboratory QA/QC samples that will be analyzed during the proposed assessment include method blanks, laboratory control samples, MSs, and duplicates. Specific acceptance limits for the samples will be per the respective analytical method and at the discretion of the laboratory QA/QC manager.

1.4.9.1.2 Method Blanks

A method blank is a sample of deionized water or clean sand prepared by and analyzed by the laboratory in the same manner as the samples. It is used to assess potential contamination in the laboratory process (e.g., contaminated reagents or improperly cleaned equipment). The laboratory will analyze one method blank sample per batch or every 20 samples for each analytical method.

1.4.9.1.3 Laboratory Control Samples

A laboratory control sample is a known matrix (e.g., deionized water) that has been spiked with a known concentration of specific target analytes. It is used to demonstrate the precision of the analytical process. A laboratory control sample will be analyzed at a frequency of one per preparation or analytical batch not to exceed 20 samples.

1.4.9.1.4 Matrix Spikes

The MS is an actual sample matrix spiked with known concentrations of specific target analytes. The purpose of an MS is to assess the effect of a sample matrix on the recovery of target analytes (i.e., assess the potential for matrix interferences, either high or low). One MS will be analyzed per batch or every 20 samples for each analytical method.

1.4.9.1.5 Laboratory Duplicates

Duplicate samples are used to assess precision in the analytical method. An additional aliquot is extracted from a sample and analyzed using the procedures. Then the results are compared to assess the precision. Duplicates may be of three kinds – laboratory control sample duplicates, MS duplicates, and laboratory sample duplicates. Duplicates should be analyzed per batch or every 20 samples for each analytical sample.

1.4.10 Laboratory Reports

Complete copies of the laboratory reports, including QA/QC summary reports shall be placed in an appendix of the Site Assessment Report. Laboratory reports shall contain, but not limited to, the following information:

- Written explanation of higher detection limits, laboratory contaminants, or other unusual results.
- Name, address, and telephone number of laboratory
- Laboratory number for each sample reported
- Consultant's number for each sample recorded
- Date sample(s) collected
- Date sample(s) received by laboratory
- Date of laboratory testing
- Brief sample description (e.g. soil, water, sludge, etc.)
- Specific test method
- Extraction method utilized
- Test result for each sample and method
- Detection limit for each test method
- Date of test report
- Signature and title of the manager or director of the appropriate laboratory section

1.4.11 Reporting

General requirements for Site Investigation Reports are provided in Attachment II

1.5 Remedial Investigation/Feasibility Studies (RI/FS)

A comprehensive Remedial Investigation/Feasibility Study (RI/FS) will be performed to develop sufficient information to make an informed remedial alternative selection that eliminates, reduces, and/or controls the risks to human health and the environment. All elements of the RI/FS Work Plan shall conform to applicable federal, state and local guidelines, rules, regulations, and criteria negotiated with appropriate regulatory agencies. Appropriate professional personnel shall develop RI/FS Work Plans. Interpretation of geology, hydrogeology, and/or hydrology information shall be conducted under the supervision of a California Registered Geologist or Certified Engineering Geologist.

At the conclusion of the RI/FS, a RI/FS Report shall be prepared to include at a minimum, site characteristics, sources of contaminants, nature and extent of contamination, risk assessment, and review of all potentially feasible remedial actions and associated costs.

A Risk Assessment, included as part of the RI/FS work, may be necessary to determine the risk to human health and the environment from contaminants in the soil and/or groundwater. The Risk Assessment shall describe the environmental fate and transport

of the contaminants and consider all potential contaminant migration pathways in addition to all potential exposure routes to a receptor such as inhalation, ingestion, and dermal absorption.

The Risk Assessment must provide a comparison of the contaminant concentration at a receptor (estimated by the fate and transport element) with appropriate health-based standards. If the contaminant concentration at the receptor exceeds the appropriate health-based standards, then a potential unacceptable excess risk to the receptor exists and a risk management decision must be made (e.g. removal, treatment, stabilization, etc.).

The Risk Assessment must include a professional conclusion that is presented in an objective and technically defensible manner. The Risk Assessment must include a discussion of strengths and weaknesses of the assessment by describing uncertainties, explicitly stating assumptions and limitations, as well as providing scientific basis and rationale for each assumption. Conclusions regarding the potential risk to human health and/or the environment must be based on current federal, state and local guidelines, rules, regulations, and requirements.

General requirements for RI/FS reports are provided in Attachment III.

1.6 Remedial Action Plan and Remedial Action Design

The Remedial Action Plan (RAP) shall compile and summarize site data gathered during the RI/FS, in order to identify, and subsequently design, plan, and implement a final remedial action for the specific site. The RAP shall clearly and concisely describe the selected and rejected alternatives to the extent that the Commission or the RCA is provided an opportunity to comment on the remedial action(s). The RAP must also set forth specific remedial action objectives; rough order of magnitude cost estimates, and timeframes for completion of the remedial action(s).

The Consultant shall submit a draft RAP, potentially including a closure plan, to the appropriate regulatory agencies and the Commission or the RCA for review and approval prior to circulation for public/responsible party input and prior to being adopted as the final document for undertaking remedial action at the specific site.

A Remedial Action Design (RAD) shall be developed to provide technical and operational plans and engineering designs for implementation of the approved final RAP. Based on the selected alternative for remedial action as defined in the RAP, the Consultant shall develop a RAD in accordance with regulatory requirements, which shall include detailed construction designs for the selected remedial alternative. In addition, the work plan shall include sampling protocol for screening and verification sampling, onsite and off-site transportation routes, health and safety requirements for post construction activities. A schedule shall be developed for implementing the construction phase of the remedial action.

1.7 Remediation Oversight

Consultant may provide remediation oversight to monitor and control the adherence to the Remedial Action Design (RAD), and to ensure that the work is completed in a timely and competent manner.

2.0 Other Requirements

2.1 Reports – Progress and Investigative

The Consultant shall submit to the Commission or to the RCA monthly progress reports to report status, difficulties or special problems encountered so that remedies can be developed. Included in the progress report Consultant shall report on costs expended per Task Order and schedule status for current Task Orders.

Unless otherwise stipulated, one (1) electronic copy of the draft workplan, health and safety plan, and site investigation report must be submitted to the Commission's or to the RCA's Project Manager for approval. Work plans and investigation reports must be revised to address all comments, prior to being submitted in final form within the time specified in the Task Order. One (1) electronic copy of the final work plan and health and safety plan and one (1) electronic copy of the final investigation report must be submitted to the Commission's or to the RCA's Project Manager unless another quantity is specified.

2.2 Deliverable Approval and Correction Procedures

All data and documents produced by the Consultant shall be subject to acceptance by regulatory agencies and the Commission or the RCA.

In the event of non-acceptance by regulatory agencies or the Commission or the RCA, the Consultant shall have 14 calendar days to submit the corrections to the Commission or to the RCA.

2.3 Timing

Time is of the essence and time for performance may be a factor in issuance of a Task Order.

2.4 Meeting

The Consultant shall meet with a Commission or a RCA representative at a designated pre-work site visit to view the site and discuss Task Order execution. The Consultant shall provide a person at the pre-work site visit that will exercise responsible charge of the anticipated Task Order.

The Consultant shall meet with the Commission's or the RCA's designee, as needed, to discuss progress on the contract.

2.5 Monitoring and Review Procedures

The Commission or the RCA shall have the right to monitor and review the processes of the Consultant at any time by visiting the Consultant's facility or by requiring meetings.

3.0 MISCELLANEOUS PROVISIONS

3.1 Health and Safety

Consultant shall at all times conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. Consultant shall promptly take all precautions that are reasonable or necessary to safeguard against such risk and shall make regular safety inspections of its operations. Consultant shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of services by Consultant.

In addition, Consultant shall comply with all applicable health and safety laws, standards, codes, rules, regulations, including any safety programs established by the State of California and the U.S. Government as applicable. Consultant warrants the materials, equipment and facilities; whether temporary or permanent, furnished by Consultant in connection with the performance of services shall comply therewith. Consultant shall cooperate and coordinate with the Commission or the RCA and with other consultants on safety matters.

By its action of providing services, Consultant confirms that all of its employees, subcontractors and their employees, engage in field activities related to this agreement have been trained according to the requirements specified in 29 CFR 1910.120 and 8 CCR 5192. In addition, the Consultant shall include this requirement in all subcontracts performed on this project.

At the time any of Consultant's personnel are required to visit any work site, Consultant shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. Consultant's personnel who visit any of the Work Sites on a regular basis shall have a thorough knowledge and understanding of the safety requirements.

Samples suspected of containing asbestos and/or lead shall be collected by personnel certified by the State of California to collect such samples.

The Site Health and Safety Plan shall be developed by an industrial hygienist with sufficient knowledge to recognize and characterize the potential site hazards. During soil investigation activities, a Site Safety Officer (SSO) will be designated and will be responsible for enforcing the site safety plan. Upon the Commission's or the RCA's request, the site Health and Safety Plan will be signed by a Certified Industrial hygienist.

A copy of the Health and Safety Plan shall be distributed to all workers before the field investigation begins. All field investigation workers shall certify that they have read, understand, and agree to comply with the site Health and Safety Plan before the field investigation begins.

The Consultant shall provide safe access to the Work Site for representatives of the applicable local and/or state regulatory agencies during normal field investigations work hours. Designated observation areas outside the work zone shall be established for these site visits. Such inspection tours shall be arranged in advance with the SSO. The SSO shall accompany the representatives while on the site. On Commission owned facilities or RCA owned real property, Consultant shall advise the Project Manager when safety meetings are to be held.

Consultant shall report to the Commission or to the RCA any unsafe conditions observed by its personnel at any Work Site. Any of the consultant's personnel that the Commission or the RCA determines do not have the requisite knowledge shall, at the option of the Commission or the RCA, be removed from the performance of service.

The Consultant shall require the full compliance with this clause by all subcontractors of Consultant.

3.2 Site Safety Officer

The Consultant shall designate a Site Safety Officer (SSO) for each site under active investigation. A SSO or his designated representative shall be present at all times at each site under active investigation. Both persons must be familiar with hazardous waste laws and regulations in California and with Cal/OSHA requirements. The SSO or his designated representative shall be available to accompany the Commission or the RCA and/or representative of the applicable regulatory agencies while they are on site.

The SSO shall direct the implementation and operation of the Health and Safety Plan. The SSO shall enforce compliance with the Health and Safety Plan by all persons while they are within the site perimeter.

3.3 Owner/Regulatory Contacts

The Consultant shall only contact property owners as specifically directed and authorized by the Commission or the RCA. The Consultant shall coordinate with other agencies, such as federal Environmental Protection Agency (EPA), California Environmental Protection Agency (Cal-EPA), Regional Water Quality Control Board (RWQCB), local environmental health agency, and others as necessary to complete fieldwork. The Consultant shall notify and invite the Commission's or the RCA's representative to all regulatory agency meetings related to this investigation.

3.4 Right-of-Entry

The conditions of the right of entry agreement to the property will be explained to the Consultant during the pre-work site meeting. The Consultant shall know and follow the terms and conditions of the right of entry agreement at all times.

3.5 Permits and Licenses

Consultant shall be fully responsible for identifying and obtaining all necessary permits required for performing the services under this agreement. Consultant acknowledges that it has familiarized itself with the existing requirements of the Commission and all applicable federal, state, county and municipal laws, codes, rules, and regulations and the conditions of any required licenses and permits as they were in effect on the date of this Agreement. Consultant shall comply with all the foregoing, and except as otherwise provided herein, Consultant shall procure all licenses and registrations and shall furnish any bonds, security, or deposits required to conduct business without any increase in the Task Order cost or schedule on account of such compliance, regardless of whether such compliance would require additional labor, equipment, or materials not expressly provided for in this Agreement.

3.6 Underground Services Alert (USA)

Before any Task Order involving disturbance of the ground beyond surface sampling begins, the Consultant shall obtain any inquiry identification number from USA.

3.7 Traffic Control

Traffic control (barricades, portable flashing beacons, and detours), when necessary to accomplish the contract work, will be the responsibility of Consultant. The Consultant shall coordinate and obtain all the necessary permits from the local jurisdiction. Traffic control shall be addressed in the Health and Safety Plan.

3.8 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

The Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement.

The Consultant shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Consultant. The Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Agreement or failure to exercise reasonable care in performing the work. If the consultant

fails or refuses to repair the damage promptly, the Commission or the RCA may have the necessary work performed and charge the cost to the Consultant.

3.9 Project Diary

A Project Diary must be maintained to support all work performed. The diary must be filled out and signed as to be true and correct. It must identify the person responsible for project management and must include, but not be limited to, additional notations, observations or remarks to further clarify work.

3.10 Decontamination/Disposal

If required, all personnel shall be decontaminated before leaving the site as specified in the Site Health and Safety Plan. Decontamination procedures shall generally follow the guidelines found in 8 CCR 5192 and shall be detailed in the Site Health and Safety Plan.

Consultant shall equip, supply and maintain an on-site decontamination station for the drilling, installation and sampling equipment. Consultant shall ensure that this station has the capacity to contain all decontamination fluids used in the decontamination procedure. Consultant shall collect these fluids in appropriate containers.

Consultant shall wash and clean all equipment prior to initiation of work at the site. This includes drilling machines, pipe rods, samplers, pumps, casings, screens and any other material brought on site. Before reuse of any equipment at another drilling location at the site, all equipment shall be cleaned and decontaminated.

General requirements for decontamination include, but not limited to:

- Auger flights and any other tools used in drilling operations, monitoring and sampling shall be steam cleaned before initial use and between boreholes.
- Before each use, sampling tubes, liners, and bailers shall be washed in a mixture of liquinox, or similar product, and clear water, rinsed in clear water, rinsed in distilled water and air dried.
- All suspect asbestos containing materials and lead paint materials shall be handled wet.

The Consultant shall avoid contamination of the project area and shall not dump waste oil, drilling fluids, rubbish and/or other materials on the ground. All equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the operation shall be removed from the site.

Material removed from trenches, drill holes, etc. shall be properly collected in containers or stockpiled on plastic sheeting supplied by the Consultant. The project site must be maintained clean at all times.

3.11 Hazardous Waste Manifest

The Commission or the RCA will sign all Hazardous and Non-Hazardous Waste Manifests for waste removed from the site.

3.12 Regulatory Requirements

Consultant agrees that it will not store any hazardous substances at the job site for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner, the Commission, the RCA, whichever will be more restrictive. Consultant further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR Part 261 or other applicable law, as amended. Consultant agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify the Commission or RCA Representative of same.

3.13 Expert Testimony

It shall be recognized that subsequent to the performance of this Agreement the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Consultant under this Agreement (including subcontractor personnel) would have gained expertise as a result of the Tasks performed under this Agreement. Therefore the Consultant agrees to make available expert consulting services in support of future proceedings, including litigation support and to enter into any intent agreement as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this Agreement to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only.

Should the Consultant or any subcontractors at any tier ever testify in court in any case related to this Agreement, all his/her work will be considered proprietary to the Commission or to the RCA. In such a case, the Consultant and/or subcontractor of any tier shall not release any information to adverse parties.

3.14 Disclosure of Information

The Consultant agrees to notify and obtain the written approval of the Commission or the RCA prior to releasing any information to any third parties including the news media regarding any work under this Agreement except as required by law. The Consultant shall immediately notify the Commission or the RCA of the receipt of a demand by a third party for the disclosure of field test data generated under this Agreement. This requirement shall apply to all subcontractors.

ATTACHMENT I
PHASE I
INITIAL SITE ASSESSMENT REPORT

INITIAL SITE ASSESSMENT REPORT

GENERAL REQUIREMENTS

Contents of the Initial Site Assessment Report should include, but not limited to the following:

1. Title sheet, which identifies the Task Order number, project name, project location, contract number, Consultant name, name of author, and date.
2. Signature page with signature and title of persons who prepared and reviewed the project.
3. Table of Contents.
4. Investigative (Executive) Summary: This section should present and summarize the technical data and findings of the investigation.
5. Investigation narrative, which shall include, but not limited to, the following:
 - Investigation methods and evaluation criteria.
 - Known hazardous substance sites (name, location, contamination onsite, federal or state, impact, schedule for cleanup, etc.).
 - Potential hazardous substance sites in the vicinity of the ISA site (name, location, type of operation, reason to suspect potential are of impact, etc.).
 - Name, address, and telephone number of the business/owner(s) of each site.
 - Type of hazardous substance and/or containers involved at each site (e.g. sludge pits, ponds, underground/above ground storage tanks, piping, etc.) This data shall be written in a clear and concise form, and summarized in a table form.
 - Chemical/hazardous materials that have been stored/used in the past at each site and the known generators (if available) of the materials.
 - Permits, violations, plans, records, and any other information reviewed.
 - Sketches, photographs, and/or descriptive comments as necessary to identify important features such as buildings, ponds, utility lines, etc.
 - Aquifer descriptions, (depths to groundwater, gradient, conductivity, yield, quality, and beneficial users). Public sources such as the Department of Water Resources reports and USGS reports will be sources of this type of information.
 - Geologic units: Geologic and hydrologic information should be scaled to the freeway/rail project. The shallow subsurface conditions (e.g. less than 50 feet below ground surface) will have the greatest impact on construction.
 - Location and use of all known groundwater and monitoring wells in the subject vicinity of the study area.

- All known or potential hazardous substance sites shall be identified with corresponding symbols and physical features such as geologic units, aquifer descriptions, and depth to groundwater on a project right-of-way map included in the ISA Report.
- How project may affect suspect sites (e.g. area of contamination vs. construction excavation).
- A list of sites recommended for site investigations shall be included, along with recommendations for follow-up investigations. These sites shall be ranked by significance using a rationale fully justified in the report and prioritized for scheduling this follow-up work.
- Degree of significance for each hazardous substance problem in terms of time to mitigate and approximate costs.
- Describe future plans, if any, of the EPA, Cal-EPA, RWQCB, or other agencies involved in remediating hazardous substance sites within or adjacent to the proposed right-of-way.
- Identify individuals or agencies contacted in developing the information included in the ISA Report.
- List of contact names, telephone numbers, and dates contacted, and information reviewed.
- Limitations in the adequacy and/or conclusions reached in this assessment shall be explained in detailed.

ATTACHMENT II
PHASE II
SITE INVESTIGATION REPORT

SITE INVESTIGATION REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11' size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Investigative Summary: This section should present and summarize the technical data and findings of the investigation.
5. Introduction: At a minimum, this section should include:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
6. Site Investigation Procedures: This section should provide a work plan and field work methods used for the investigation and should include, at a minimum:
 - Soil Boring Locations
 - Atmospheric Monitoring
 - Borehole Drilling, Sampling and Backfilling
 - Field Screening
 - Equipment Decontamination
 - Chemical Analyses Program
7. Site Investigation Results: This section should provide an evaluation of soil investigation results and should include, at a minimum:
 - Maps to scale showing the site location, feature locations, boring and well locations, vertical and horizontal extent of contamination, contour maps of contaminant concentrations, and hydraulic gradient.
 - Cross-sections showing subsurface geologic and hydrogeologic conditions, sample results, and estimated extent of contamination. An

estimate of volume of contaminated soil and groundwater present must be given along with assumptions and calculations used.

- Statistical analysis of sample results estimating distribution and average concentration, and statistical analysis that demonstrate trends in contaminant level and distribution.
- Backup data for maps, cross sections, and graphs.
- Summary of laboratory results.

8. Conclusions and Recommendations: This section should include, at a minimum:

- Nature, extend, and estimated volume of contamination.
- Recommendations for additional work necessary to characterize the site and potential cost.

9. Appendices: All data used to support the report including, but not limited to:

- Well and boring logs for both existing and new wells and borings (include all wells that can influence hydrogeologic conditions of the site).
- Copies of all permits (e.g. drilling permits, well permits, excavation/grading permits, etc.) obtained from state, county and/or local regulatory agencies.
- Laboratory analysis of each sample tested. Laboratory reports must include Chain-of-Custody forms.
- Survey elevations and location of wells or borings, benchmark, or monument locations.

10. References

ATTACHMENT III
REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11" size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the Contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Introduction: At a minimum, this section should include, but not limited to:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
5. Study Area Investigation: This section should include, at a minimum:
 - Surface features (topographic mapping, natural and manmade features, etc.)
 - Contaminant source investigation
 - Meteorological investigations
 - Surface water and sediment investigations
 - Soil and vadose zone investigations
 - Groundwater investigations
6. Physical Characteristics of Study Area: This section at a minimum should include field activity results, which then determine physical characteristics including:
 - Surface features
 - Geology
 - Hydrogeology
 - Soils
 - Demography and land use

7. Nature and Extent of Contamination: This section should present results of soil characterization, both natural chemical components and contaminants in media and transport.
8. Fate and Transport should include, at a minimum:
 - Potential routes of migration
 - Contaminant persistence
 - Contaminant migration
9. Risk assessment should include, at a minimum:
 - Human health evaluation
 - Environmental evaluation
10. Identification and screening Technologies: This section should include, at a minimum:
 - Remedial Action Objectives
 - General Response Actions
 - Identification of appropriate and effective technologies for remediation of soil and/or groundwater contamination at the site
11. Development and Screening of Alternatives: This section should include, at a minimum:
 - Assembly of technologies into remedial alternatives capable of addressing all media/volumes/areas of contamination which are of concern
 - Discussion of rationale for combination of technologies/media into alternatives
 - Discuss screening/evaluating of alternatives
 - Screen alternatives on the basis of effectiveness, implementation, and cost
 - Discuss feasibility to implement alternatives given the site conditions, location, and time frame
 - Discussion of effectiveness of the treatment on the material in question
 - Discuss the reliability of the alternatives in terms of demonstrated effectiveness and the operation and maintenance requirements
12. Detailed Analysis of Alternatives: This section should include an analysis of the “No Action” alternative and at least two other remedial alternatives. Each alternate analysis should address: time, operation and maintenance requirements, risks to health and environment, cost-effectiveness, level of cleanup, potential economic impact on the responsible party, the physical limitations of the site, controlling regulations and permits, public health concerns, direct and indirect capital costs, and the impact of the cleanup methods on the

continuing site activities, future construction activities and Commission or RCA use of the property.

13. Summary and Conclusions

- Summary
- Recommendations

14. Recommended Remedial Alternative: Based on the results of the detailed analysis, this section should contain a detailed discussion of the recommended remedial alternative including the basis for this recommendation.

15. References

16. Appendices

Draft

EXHIBIT "B"
COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS	On-Call Environmental Site Assessment Services	\$1,000,000.00
TOTAL COSTS		\$1,000,000.00

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

Draft

EXHIBIT "C"
FEDERAL REQUIREMENTS

[ATTACHED BEHIND THIS PAGE]

Draft

FTA FUNDING REQUIREMENTS

As used herein, “RCTC” shall have the same meaning as the “Commission.” The term “contract” or “Contract” shall have the same meaning as the “Agreement.” The term “Consultant” shall have the same meaning as “Contractor” as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

- a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs” (the “Regulations”). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise [DBE Interim Final Rule](#) (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

- a. Unless otherwise directed by FTA, and notwithstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.
- b. Any DBE participation on the Agreement will not count towards any overall DBE goals.
- c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated,

"on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).
2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over \$2,000] Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of \$100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.).** Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with 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.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

- a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or RCTC.
- b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

- a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. *Additional Notice to U.S. DOT Inspector General.* The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not 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 funded under this Contract. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

- a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability
- b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.
- c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

- a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.
- b. Definitions. Consultant agrees that for purposes of this section:
 - (i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,
 - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23
 - (iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- c. Consultant requirements:
 - (i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.
 - (ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,
 - (2) Procure a commercial sex act during the period of time that this Agreement is in effect, or
 - (3) Use forced labor in the performance of this Agreement or any subagreements hereunder.
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

CALTRANS/STATE REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant shall not discriminate against any employee for employment on account 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. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section. Consultant shall include this provision in all subconsultants for Services to be provided under this Agreement.

2. Consultant and all subconconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Consultant shall, and shall require that its subconsultants, permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing

Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

4. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, the Commission shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by Commission in securing the goods or services hereunder shall be borne and paid for by Consultant, and Commission may deduct from any moneys due or thereafter may become due to Commission, the difference between the price named in the Agreement and the actual cost to Commission to cure Consultant's breach of this Agreement.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. PROMPT PAYMENT

Consultant 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 Consultant 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. Sections 6, Prompt Payment, of Exhibit "D" shall also apply.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

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

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

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

9. COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE.

Consultant shall fully and adequately comply with California Executive Order N-6-22 (“Russian Sanctions Program”). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit “E” (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

**FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS**

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant'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 Consultant 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: Consultant 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.

Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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).

3. DISCRIMINATION

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

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

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant 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 Consultant to a subconsultant, Consultant 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 Consultant to a penalty, payable to the subconsultant, 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 subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

D. PROMPT PAYMENT CERTIFICATION. The Consultant 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 Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. 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 Consultant or subconsultant 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 Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

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

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

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

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

Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant 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 Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

10. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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

Consultant 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.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

EXHIBIT "D"
CERTIFICATE OF CONSULTANT

[ATTACHED BEHIND THIS PAGE]

Draft

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the Principal Geologist/
Division Manager and duly authorized representative of the firm of Ninyo & Moore whose address is 7888 Cherry Ave., Unit I, Fontana, CA 92336, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By:

Anthony Lizzi
Signature

Anthony Lizzi, PG , CHG

Name

Principal Geologist/Division Manager

Title

EXHIBIT "E"
LOBBYING ACTIVITIES DISCLOSURE

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Anthony Lizzi</u> Print Name: <u>Anthony Lizzi, PG, CHG</u> Title: <u>Principal Geologist/Division Manager</u> Telephone No.: <u>909-758-5960</u> Date: <u>3/3/2026</u> <u>ext 12214</u> Authorized for Local Reproduction Standard Form - LLL		Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT “F”
EXECUTIVE ORDER N-6-22 CERTIFICATION**

[ATTACHED BEHIND THIS PAGE]

Draft

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Riverside County Transportation Commission ("Commission") funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Commission with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: Anthony Lizzi

Printed Name: Anthony Lizzi, PG, CHG

Title: Principal Geologist/Division Manager

Company Name: Ninyo & Moore

Date: March 17, 2026

Agreement No 26-31-084-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA, STATE, FTA AND PROPOSITION 1B FUNDING ASSISTANCE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
NV5 Environmental, LP
FOR ON-CALL RIGHT OF WAY (ROW)
ENVIRONMENTAL SITE ASSESSMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and NV5 Environmental, LP. ("Consultant"), a corporation. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Federal Highway Administration ("FHWA") funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation, Proposition 1B funds ("Prop 1B") funds administered by Caltrans, and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "D" (Certificate of Consultant) and Exhibit "F" (Executive Order N-6-22 Certification) attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain On-Call ROW Environmental Site Assessment Services. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced

in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Indirect Cost Rate (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement..

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall remain in effect for **three years** from the Effective Date, unless extended by contract amendment.

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

7. Consultant's Representative. Consultant hereby designates Jack Packwood to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement is: Jack Packwood or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own

cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services.

Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product fails to satisfy the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions

which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

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

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this

Agreement ("On-Call ROW Environmental Site Assessment Services Task Order Contracts"). The other On-Call ROW Environmental Site Assessment Services Task Order Contracts are Agreement No. 26-31-083-00 with Ninyo & Moore and Agreement No. 26-31-033-00 with Verdantas Inc. The total amount payable by Commission for the On-Call ROW Environmental Site Assessment Services Task Order Contracts shall not exceed a cumulative maximum total value of One Million Dollars (\$1,000,000) "NTE Sum". It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under On-Call ROW Environmental Site Assessment Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Environmental Site Assessment Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Environmental Site Assessment Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant, provided that Consultant may seek relief in a court of law located in Riverside County, California if Consultant disagrees with the decision and Consultant has otherwise complied with all other dispute procedures in this Agreement.

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

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

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers.

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

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

30. Insurance.

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

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include the types of work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

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

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

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

(viii) None of the Commission's directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Consultant has declared and Commission has reviewed and approved Consultant's deductibles or self-insured retentions in effect as of the effective date of this Agreement.

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

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission may review complete copies of all insurance policies in effect for the duration of the Project at a local office of Consultant during normal business hours.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all

insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all its 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.

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

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

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

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

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

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

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:

NV5 Environmental, LP

7338 Sycamore Canyon Blvd, Ste 4

Riverside, CA 92508

Attn: Jack Packwood

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans or the FTA, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (Funding Requirements), which includes the California Department of Transportation and FTA Requirements, and is attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

Draft

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE, FHWA, FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake, Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT NV5 Environmental, LP By: _____ Signature _____ Name _____ Title ATTEST: 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.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

Draft

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

The presence of hazardous substances within and adjacent to existing and proposed right of way and facilities for various Riverside County Transportation Commission (Commission) rail and highway projects or for various Western Riverside County Regional Conservation Authority (RCA) real property acquisitions for open space for wildlife and plant life conservation is possible. It is, therefore, necessary that the Commission and/or the RCA exercise due diligence in identifying hazardous and potential hazardous substances related problems. For purposes of this work, hazardous substances are substances or combinations of substances as defined in Title 22 California Code of Regulations, Section 66680, Division 20, Health and Safety Code, Sections 25115 and 25117, or those substances defined in Title 49 Code of Federal Regulations, Part 171.8.

On-Call Consultant will be required to furnish environmental engineering services, field services including, but not limited to, site assessment and investigations, remedial investigation/feasibility studies, remediation action plans, remediation action design, post-remediation monitoring at specified areas, hazardous waste remediation, abatement and removal of materials. Work will be assigned on a task order basis.

1.1 Task Order (TO) Procedures for Federally and Caltrans Funded TOs:

- 1.1.1 The Commission's and/or the RCA's Representative or designated project manager will issue TOs to consultant on an as-needed basis.
- 1.1.2 **REQUEST FOR TASK ORDER SUBMITTALS.** Upon a request for a TO Proposal by the Commission or by the RCA Representative, one or more consultants shall develop a plan and submit a proposal for the requested services. The TO shall include a schedule, number of labor hours, labor classification(s), and classification rates to provide the requested services.
- 1.1.3 **REVIEW AND AWARD OF TASK ORDERS.** The Commission's or the RCA's Representative or designated project manager will evaluate the submitted TO Proposal ensuring that the submittal is complete, consistent with the Commission's or the RCA's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. If required, the Commission's or the RCA's Representative or designated project manager will conduct negotiations to address exceptions and clarify costs. The fully executed TO will serve as the record of negotiations.
- 1.1.4 **COMPLETION SCHEDULE.** The consultant's performance of services shall commence under each TO only upon written authorization by the Commission's or by the RCA's Representative or designated project manager.

1.1.5 Consultant shall complete the services within the time frame specified on a particular TO.

1.1.6 All work shall be subject to review and approval of the Commission or the RCA either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.

1.2 Task Order (TO) Procedures for Locally Funded TOs:

1.2.1 Locally funded TOs may be awarded by the designated project manager in the best interest of the Commission or the RCA. TO Proposals are not required for locally funded TOs.

1.3 Phase I – Initial Site Assessment

The Initial Site Assessment (ISA) is necessary for identifying hazardous and potentially hazardous problems within and adjacent to existing and proposed rights-of-way and facilities for the Commission's Measure A or other transportation projects or the RCA's projects. The ISA shall include all pertinent information regarding listed hazardous waste and potential hazardous waste sites in the vicinity of the project. The Consultant may be required to review and update prior environmental reports or remediation work.

During the performance of an ISA, the Consultant shall review published lists of hazardous waste sites and search as necessary available files of federal, state, regional and local agencies such as, but not limited to:

- Environmental Protection Agency (EPA) National Priority List (NPL) reports
- California Environmental Protection Agency (Cal/EPA)
- Regional Water Quality Control Board (RWQCB)
- Office of Emergency Services (hazardous materials management plans)
- Local health departments (site lists, permits, reports)
- Local fire departments (site lists, permits, reports)
- County Tax Assessors (parcel maps and files)
- County Court House (maps and files)
- Utility companies (maps, plans, records)
- Caltrans (right-of-way maps, aerial photos and files)

The Consultant shall also review Sanborn Fire Insurance Maps, aerial photographs and other reports, maps and photographs, as necessary, to determine past and present land uses and to identify known or potential hazardous waste sites on parcels of land for future highway improvement projects. The time frame for this record search shall extend as far back as necessary, or to the limitation of available records, to determine the use and presence of any hazardous wastes/materials on the parcels of land in question.

The Consultant shall review published data from the United States Geological Surveys (USGS), state and other available maps and reports in order to compile a general geologic map and general hydrologic profile of the right-of-way or facility.

As directed, the Consultant shall conduct a field survey for potential hazardous waste sites of all parcels of land within and adjacent to the proposed right-of-way or facility as specified in the Task Order. During this phase, it is not necessary to confirm the actual presence of hazardous waste in soil or groundwater on the site. Coordination and contacts with property owners and/or regulatory agencies shall be pre-approved by the Commission or by the RCA.

All of the work for Phase I ISA or Transaction Screen Reports (TSR) will be performed using American Society for Testing and Materials Standards (ASTM) 1527 or 1528. In circumstances when an ISA will be performed to obtain right of way for a Caltrans project, the work will be completed using the Caltrans Project Development Procedures Manual for Environmental Contamination, Chapter 18.

The Consultant shall be responsible for all Regulatory Agency Coordination through-out all phases of the Project.

General requirements for ISA reports are provided in Attachment I

1.4 Phase II – Site Investigation

If required, site investigations may include, but are not limited to, items such as work plans, health and safety plans, surveys and surface geophysical investigations (if necessary), drilling, sampling, laboratory analysis, and reporting.

All elements of the site investigations must meet all applicable standards set forth by local, state and federal regulatory agencies. There should be no deviation to the required standards. The investigative techniques (i.e., drilling methods, sampling collection and sampling handling procedures, analytical methods and equipment) must be procedurally acceptable to the Commission, the RCA and regulatory agencies.

During soil investigations, the drilling and sampling operations shall be supervised on-site by Professional Engineer (PE), Certified Engineering Geologist (CEG), or Registered Geologist (RG). Personnel with specific registration(s) may be required in a Task Order to conform to regulatory agency requirements.

1.4.1 Work Plans

A technical work plan shall be developed for all site investigations. The work plan shall be sufficiently detailed to fully describe the work to be performed. The Consultant shall submit a draft site-specific work plan to the Commission's or to the RCA's Project Manager for review. The draft shall be revised based on the Commission's or the RCA's comments and returned within seven (7) working days. The Commission or the RCA shall review and approve the plan prior to start of fieldwork.

Appropriate professional personnel shall develop work plans. Interpretation of geology, hydrogeologic, and/or hydrologic information shall be completed under the supervision of a California RG and/or CEG.

All work performed by the Consultant shall be in accordance with the site-specific final work plan as reviewed and approved by the Commission or by the RCA.

1.4.2 Health and Safety Plans

Throughout the performance of field soil investigations, the Consultant, its subcontractors, and their personnel are responsible for their own health and safety planning, monitoring and procedures.

All field soil investigations will require development of an appropriate Health and Safety Plan. The Commission or the RCA shall review and approve the plan prior to the start of work. The Consultant shall submit a draft site specific Health and Safety Plan to the Commission or to the RCA for review. The draft shall be revised based on the Commission's and/or the RCA's comments and returned to the Consultant within seven (7) calendar days. The Health and Safety Plan shall conform to all applicable regulatory requirements including, but not limited to 8CCR 5192 and 8CCR 3202.

The Consultant shall complete all work in accordance with the site Health and Safety Plan. The Consultant shall ensure that all employees, while on the project site, conform to the plan requirements.

1.4.3 Surveys of Buildings, Containers, Etc.

The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. Typical surveys may include inspection for the following:

- Asbestos containing materials (ACM) in buildings and pipelines
- Poly Chlorinated Biphenyl's (PCB) containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the Task Order process. When surveys are included in a Task Order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

1.4.4 Surface Geophysical Investigations

Consultants shall provide surface geophysical investigative services for the purpose of acquiring data as specified in the Task Order. Surface geophysical work shall be coordinated and interpreted by a geophysicist certified in the state of California.

When geophysical activities are included in a Task Order, in addition to the general soil investigation reporting requirements, geophysical activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.5 Soil Gas Survey

Consultant shall provide subsurface soil gas sampling and analysis services. Gas survey personnel on site shall include a chemist or other experienced professional responsible for equipment operation and calibration.

When soil gas survey activities are included in a Task Order, in addition to the general soil investigation reporting requirements, soil gas survey activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.6 Trenching

Trenching may be required for shallow soil investigation purposes. Excavation may be needed to determine shallow subsurface conditions or to excavate and expose subsurface structures such as foundations, tanks, pipes and/or sumps. Trenching activities shall be observed and supervised by a site engineer, geologist or engineering geologist.

1.4.7 Drilling

Consultant shall provide drilling services that have the capability to drill and sample soft or poorly consolidated material, rock of varying densities, hardness, and degrees of fracturing, engineered fill, asphalt, Portland concrete cement (PCC), and wastes. Consultant shall also provide drilling services that have the capability to properly drill, construct, and develop groundwater monitoring wells.

Monitoring wells may be required to determine if groundwater contamination is present, the extent of the contamination, and the general characterization of the subsurface vadose and hydro geologic conditions. Monitoring wells shall be designed and constructed in accordance with all the appropriate regulations, requirements and to be able to obtain water samples from the appropriate aquifer zones.

The Consultant, prior to drilling and installation of wells, shall obtain all of the necessary well permit(s). The Consultant shall register all monitoring wells with the Department of

Water Resources. Copies of these records shall be included in the Site Investigation Report.

When drilling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, drilling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.8 Sampling

The objective of sampling is to obtain a representative sample of the subsurface soil, vadose and/or water conditions and levels of contamination at the specific site. Sampling intervals shall be site specific and reviewed and approved by the Commission, or by the RCA and/or regulatory agencies.

When sampling activities are included in a Task Order, in addition to the general soil investigation reporting requirements, sampling activities and results shall be included as a report or as part of the Site Investigation Report.

1.4.9 Laboratory Analysis

Laboratory analyses for each parameter will be performed in accordance with EPA protocols established in the EPA document Test Methods for Evaluating Solid Waste, SW-846, Update III, dated June 1997. Analyses will be performed in accordance with the EPA method procedures unless project requirements necessitate the adoption of alternative methods. Analysis will be performed within the holding times. If an alternative method is used, it will be documented and reported.

Laboratories used to perform chemical analysis shall be certified by the California Department of Health Services (DHS). Asbestos and lead samples shall be submitted to an American Industrial Hygiene Association (AIHA) accredited laboratory.

For specific test methods not as yet certified by DHS, the laboratory can perform laboratory analysis only if presently certified by DHS for comparable test methods, e.g., volatile organics, semivolatile organics, etc. or is a currently certified US EPA Contract laboratory. Expected turnaround time for chemical analysis shall be seven (7) calendar days, unless otherwise requested.

Analysis shall be performed in accordance with the Contract Laboratory program protocol (CLP). The Consultant shall be responsible for sample transport from worksite to the laboratory, to provide clean or new sample containers, labels, appropriate preservation and chain-of-custody records.

1.4.9.1 Quality Assurance/Quality Control

Quality control of laboratory analyses is assessed by performing analytical methods according to protocols and analyzing laboratory QA/QC samples to measure precision and accuracy of laboratory methods and equipment, instrument calibration, and preventive maintenance.

1.4.9.1.1 General

Laboratory QA/QC samples that will be analyzed during the proposed assessment include method blanks, laboratory control samples, MSs, and duplicates. Specific acceptance limits for the samples will be per the respective analytical method and at the discretion of the laboratory QA/QC manager.

1.4.9.1.2 Method Blanks

A method blank is a sample of deionized water or clean sand prepared by and analyzed by the laboratory in the same manner as the samples. It is used to assess potential contamination in the laboratory process (e.g., contaminated reagents or improperly cleaned equipment). The laboratory will analyze one method blank sample per batch or every 20 samples for each analytical method.

1.4.9.1.3 Laboratory Control Samples

A laboratory control sample is a known matrix (e.g., deionized water) that has been spiked with a known concentration of specific target analytes. It is used to demonstrate the precision of the analytical process. A laboratory control sample will be analyzed at a frequency of one per preparation or analytical batch not to exceed 20 samples.

1.4.9.1.4 Matrix Spikes

The MS is an actual sample matrix spiked with known concentrations of specific target analytes. The purpose of an MS is to assess the effect of a sample matrix on the recovery of target analytes (i.e., assess the potential for matrix interferences, either high or low). One MS will be analyzed per batch or every 20 samples for each analytical method.

1.4.9.1.5 Laboratory Duplicates

Duplicate samples are used to assess precision in the analytical method. An additional aliquot is extracted from a sample and analyzed using the procedures. Then the results are compared to assess the precision. Duplicates may be of three kinds – laboratory control sample duplicates, MS duplicates, and laboratory sample duplicates. Duplicates should be analyzed per batch or every 20 samples for each analytical sample.

1.4.10 Laboratory Reports

Complete copies of the laboratory reports, including QA/QC summary reports shall be placed in an appendix of the Site Assessment Report. Laboratory reports shall contain, but not limited to, the following information:

- Written explanation of higher detection limits, laboratory contaminants, or other unusual results.
- Name, address, and telephone number of laboratory
- Laboratory number for each sample reported
- Consultant's number for each sample recorded
- Date sample(s) collected
- Date sample(s) received by laboratory
- Date of laboratory testing
- Brief sample description (e.g. soil, water, sludge, etc.)
- Specific test method
- Extraction method utilized
- Test result for each sample and method
- Detection limit for each test method
- Date of test report
- Signature and title of the manager or director of the appropriate laboratory section

1.4.11 Reporting

General requirements for Site Investigation Reports are provided in Attachment II

1.5 Remedial Investigation/Feasibility Studies (RI/FS)

A comprehensive Remedial Investigation/Feasibility Study (RI/FS) will be performed to develop sufficient information to make an informed remedial alternative selection that eliminates, reduces, and/or controls the risks to human health and the environment. All elements of the RI/FS Work Plan shall conform to applicable federal, state and local guidelines, rules, regulations, and criteria negotiated with appropriate regulatory agencies. Appropriate professional personnel shall develop RI/FS Work Plans. Interpretation of geology, hydrogeology, and/or hydrology information shall be conducted under the supervision of a California Registered Geologist or Certified Engineering Geologist.

At the conclusion of the RI/FS, a RI/FS Report shall be prepared to include at a minimum, site characteristics, sources of contaminants, nature and extent of contamination, risk assessment, and review of all potentially feasible remedial actions and associated costs.

A Risk Assessment, included as part of the RI/FS work, may be necessary to determine the risk to human health and the environment from contaminants in the soil and/or groundwater. The Risk Assessment shall describe the environmental fate and transport

of the contaminants and consider all potential contaminant migration pathways in addition to all potential exposure routes to a receptor such as inhalation, ingestion, and dermal absorption.

The Risk Assessment must provide a comparison of the contaminant concentration at a receptor (estimated by the fate and transport element) with appropriate health-based standards. If the contaminant concentration at the receptor exceeds the appropriate health-based standards, then a potential unacceptable excess risk to the receptor exists and a risk management decision must be made (e.g. removal, treatment, stabilization, etc.).

The Risk Assessment must include a professional conclusion that is presented in an objective and technically defensible manner. The Risk Assessment must include a discussion of strengths and weaknesses of the assessment by describing uncertainties, explicitly stating assumptions and limitations, as well as providing scientific basis and rationale for each assumption. Conclusions regarding the potential risk to human health and/or the environment must be based on current federal, state and local guidelines, rules, regulations, and requirements.

General requirements for RI/FS reports are provided in Attachment III.

1.6 Remedial Action Plan and Remedial Action Design

The Remedial Action Plan (RAP) shall compile and summarize site data gathered during the RI/FS, in order to identify, and subsequently design, plan, and implement a final remedial action for the specific site. The RAP shall clearly and concisely describe the selected and rejected alternatives to the extent that the Commission or the RCA is provided an opportunity to comment on the remedial action(s). The RAP must also set forth specific remedial action objectives; rough order of magnitude cost estimates, and timeframes for completion of the remedial action(s).

The Consultant shall submit a draft RAP, potentially including a closure plan, to the appropriate regulatory agencies and the Commission or the RCA for review and approval prior to circulation for public/responsible party input and prior to being adopted as the final document for undertaking remedial action at the specific site.

A Remedial Action Design (RAD) shall be developed to provide technical and operational plans and engineering designs for implementation of the approved final RAP. Based on the selected alternative for remedial action as defined in the RAP, the Consultant shall develop a RAD in accordance with regulatory requirements, which shall include detailed construction designs for the selected remedial alternative. In addition, the work plan shall include sampling protocol for screening and verification sampling, onsite and off-site transportation routes, health and safety requirements for post construction activities. A schedule shall be developed for implementing the construction phase of the remedial action.

1.7 Remediation Oversight

Consultant may provide remediation oversight to monitor and control the adherence to the Remedial Action Design (RAD), and to ensure that the work is completed in a timely and competent manner.

2.0 Other Requirements

2.1 Reports – Progress and Investigative

The Consultant shall submit to the Commission or to the RCA monthly progress reports to report status, difficulties or special problems encountered so that remedies can be developed. Included in the progress report Consultant shall report on costs expended per Task Order and schedule status for current Task Orders.

Unless otherwise stipulated, one (1) electronic copy of the draft workplan, health and safety plan, and site investigation report must be submitted to the Commission's or to the RCA's Project Manager for approval. Work plans and investigation reports must be revised to address all comments, prior to being submitted in final form within the time specified in the Task Order. One (1) electronic copy of the final work plan and health and safety plan and one (1) electronic copy of the final investigation report must be submitted to the Commission's or to the RCA's Project Manager unless another quantity is specified.

2.2 Deliverable Approval and Correction Procedures

All data and documents produced by the Consultant shall be subject to acceptance by regulatory agencies and the Commission or the RCA.

In the event of non-acceptance by regulatory agencies or the Commission or the RCA, the Consultant shall have 14 calendar days to submit the corrections to the Commission or to the RCA.

2.3 Timing

Time is of the essence and time for performance may be a factor in issuance of a Task Order.

2.4 Meeting

The Consultant shall meet with a Commission or a RCA representative at a designated pre-work site visit to view the site and discuss Task Order execution. The Consultant shall provide a person at the pre-work site visit that will exercise responsible charge of the anticipated Task Order.

The Consultant shall meet with the Commission's or the RCA's designee, as needed, to discuss progress on the contract.

2.5 Monitoring and Review Procedures

The Commission or the RCA shall have the right to monitor and review the processes of the Consultant at any time by visiting the Consultant's facility or by requiring meetings.

3.0 MISCELLANEOUS PROVISIONS

3.1 Health and Safety

Consultant shall at all times conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. Consultant shall promptly take all precautions that are reasonable or necessary to safeguard against such risk and shall make regular safety inspections of its operations. Consultant shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of services by Consultant.

In addition, Consultant shall comply with all applicable health and safety laws, standards, codes, rules, regulations, including any safety programs established by the State of California and the U.S. Government as applicable. Consultant warrants the materials, equipment and facilities; whether temporary or permanent, furnished by Consultant in connection with the performance of services shall comply therewith. Consultant shall cooperate and coordinate with the Commission or the RCA and with other consultants on safety matters.

By its action of providing services, Consultant confirms that all of its employees, subcontractors and their employees, engage in field activities related to this agreement have been trained according to the requirements specified in 29 CFR 1910.120 and 8 CCR 5192. In addition, the Consultant shall include this requirement in all subcontracts performed on this project.

At the time any of Consultant's personnel are required to visit any work site, Consultant shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. Consultant's personnel who visit any of the Work Sites on a regular basis shall have a thorough knowledge and understanding of the safety requirements.

Samples suspected of containing asbestos and/or lead shall be collected by personnel certified by the State of California to collect such samples.

The Site Health and Safety Plan shall be developed by an industrial hygienist with sufficient knowledge to recognize and characterize the potential site hazards. During soil investigation activities, a Site Safety Officer (SSO) will be designated and will be responsible for enforcing the site safety plan. Upon the Commission's or the RCA's request, the site Health and Safety Plan will be signed by a Certified Industrial hygienist.

A copy of the Health and Safety Plan shall be distributed to all workers before the field investigation begins. All field investigation workers shall certify that they have read, understand, and agree to comply with the site Health and Safety Plan before the field investigation begins.

The Consultant shall provide safe access to the Work Site for representatives of the applicable local and/or state regulatory agencies during normal field investigations work hours. Designated observation areas outside the work zone shall be established for these site visits. Such inspection tours shall be arranged in advance with the SSO. The SSO shall accompany the representatives while on the site. On Commission owned facilities or RCA owned real property, Consultant shall advise the Project Manager when safety meetings are to be held.

Consultant shall report to the Commission or to the RCA any unsafe conditions observed by its personnel at any Work Site. Any of the consultant's personnel that the Commission or the RCA determines do not have the requisite knowledge shall, at the option of the Commission or the RCA, be removed from the performance of service.

The Consultant shall require the full compliance with this clause by all subcontractors of Consultant.

3.2 Site Safety Officer

The Consultant shall designate a Site Safety Officer (SSO) for each site under active investigation. A SSO or his designated representative shall be present at all times at each site under active investigation. Both persons must be familiar with hazardous waste laws and regulations in California and with Cal/OSHA requirements. The SSO or his designated representative shall be available to accompany the Commission or the RCA and/or representative of the applicable regulatory agencies while they are on site.

The SSO shall direct the implementation and operation of the Health and Safety Plan. The SSO shall enforce compliance with the Health and Safety Plan by all persons while they are within the site perimeter.

3.3 Owner/Regulatory Contacts

The Consultant shall only contact property owners as specifically directed and authorized by the Commission or the RCA. The Consultant shall coordinate with other agencies, such as federal Environmental Protection Agency (EPA), California Environmental Protection Agency (Cal-EPA), Regional Water Quality Control Board (RWQCB), local environmental health agency, and others as necessary to complete fieldwork. The Consultant shall notify and invite the Commission's or the RCA's representative to all regulatory agency meetings related to this investigation.

3.4 Right-of-Entry

The conditions of the right of entry agreement to the property will be explained to the Consultant during the pre-work site meeting. The Consultant shall know and follow the terms and conditions of the right of entry agreement at all times.

3.5 Permits and Licenses

Consultant shall be fully responsible for identifying and obtaining all necessary permits required for performing the services under this agreement. Consultant acknowledges that it has familiarized itself with the existing requirements of the Commission and all applicable federal, state, county and municipal laws, codes, rules, and regulations and the conditions of any required licenses and permits as they were in effect on the date of this Agreement. Consultant shall comply with all the foregoing, and except as otherwise provided herein, Consultant shall procure all licenses and registrations and shall furnish any bonds, security, or deposits required to conduct business without any increase in the Task Order cost or schedule on account of such compliance, regardless of whether such compliance would require additional labor, equipment, or materials not expressly provided for in this Agreement.

3.6 Underground Services Alert (USA)

Before any Task Order involving disturbance of the ground beyond surface sampling begins, the Consultant shall obtain any inquiry identification number from USA.

3.7 Traffic Control

Traffic control (barricades, portable flashing beacons, and detours), when necessary to accomplish the contract work, will be the responsibility of Consultant. The Consultant shall coordinate and obtain all the necessary permits from the local jurisdiction. Traffic control shall be addressed in the Health and Safety Plan.

3.8 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

The Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement.

The Consultant shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Consultant. The Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Agreement or failure to exercise reasonable care in performing the work. If the consultant

fails or refuses to repair the damage promptly, the Commission or the RCA may have the necessary work performed and charge the cost to the Consultant.

3.9 Project Diary

A Project Diary must be maintained to support all work performed. The diary must be filled out and signed as to be true and correct. It must identify the person responsible for project management and must include, but not be limited to, additional notations, observations or remarks to further clarify work.

3.10 Decontamination/Disposal

If required, all personnel shall be decontaminated before leaving the site as specified in the Site Health and Safety Plan. Decontamination procedures shall generally follow the guidelines found in 8 CCR 5192 and shall be detailed in the Site Health and Safety Plan.

Consultant shall equip, supply and maintain an on-site decontamination station for the drilling, installation and sampling equipment. Consultant shall ensure that this station has the capacity to contain all decontamination fluids used in the decontamination procedure. Consultant shall collect these fluids in appropriate containers.

Consultant shall wash and clean all equipment prior to initiation of work at the site. This includes drilling machines, pipe rods, samplers, pumps, casings, screens and any other material brought on site. Before reuse of any equipment at another drilling location at the site, all equipment shall be cleaned and decontaminated.

General requirements for decontamination include, but not limited to:

- Auger flights and any other tools used in drilling operations, monitoring and sampling shall be steam cleaned before initial use and between boreholes.
- Before each use, sampling tubes, liners, and bailers shall be washed in a mixture of liquinox, or similar product, and clear water, rinsed in clear water, rinsed in distilled water and air dried.
- All suspect asbestos containing materials and lead paint materials shall be handled wet.

The Consultant shall avoid contamination of the project area and shall not dump waste oil, drilling fluids, rubbish and/or other materials on the ground. All equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the operation shall be removed from the site.

Material removed from trenches, drill holes, etc. shall be properly collected in containers or stockpiled on plastic sheeting supplied by the Consultant. The project site must be maintained clean at all times.

3.11 Hazardous Waste Manifest

The Commission or the RCA will sign all Hazardous and Non-Hazardous Waste Manifests for waste removed from the site.

3.12 Regulatory Requirements

Consultant agrees that it will not store any hazardous substances at the job site for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner, the Commission, the RCA, whichever will be more restrictive. Consultant further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR Part 261 or other applicable law, as amended. Consultant agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify the Commission or RCA Representative of same.

3.13 Expert Testimony

It shall be recognized that subsequent to the performance of this Agreement the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Consultant under this Agreement (including subcontractor personnel) would have gained expertise as a result of the Tasks performed under this Agreement. Therefore the Consultant agrees to make available expert consulting services in support of future proceedings, including litigation support and to enter into any intent agreement as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this Agreement to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only.

Should the Consultant or any subcontractors at any tier ever testify in court in any case related to this Agreement, all his/her work will be considered proprietary to the Commission or to the RCA. In such a case, the Consultant and/or subcontractor of any tier shall not release any information to adverse parties.

3.14 Disclosure of Information

The Consultant agrees to notify and obtain the written approval of the Commission or the RCA prior to releasing any information to any third parties including the news media regarding any work under this Agreement except as required by law. The Consultant shall immediately notify the Commission or the RCA of the receipt of a demand by a third party for the disclosure of field test data generated under this Agreement. This requirement shall apply to all subcontractors.

ATTACHMENT I
PHASE I
INITIAL SITE ASSESSMENT REPORT

INITIAL SITE ASSESSMENT REPORT

GENERAL REQUIREMENTS

Contents of the Initial Site Assessment Report should include, but not limited to the following:

1. Title sheet, which identifies the Task Order number, project name, project location, contract number, Consultant name, name of author, and date.
2. Signature page with signature and title of persons who prepared and reviewed the project.
3. Table of Contents.
4. Investigative (Executive) Summary: This section should present and summarize the technical data and findings of the investigation.
5. Investigation narrative, which shall include, but not limited to, the following:
 - Investigation methods and evaluation criteria.
 - Known hazardous substance sites (name, location, contamination onsite, federal or state, impact, schedule for cleanup, etc.).
 - Potential hazardous substance sites in the vicinity of the ISA site (name, location, type of operation, reason to suspect potential are of impact, etc.).
 - Name, address, and telephone number of the business/owner(s) of each site.
 - Type of hazardous substance and/or containers involved at each site (e.g. sludge pits, ponds, underground/above ground storage tanks, piping, etc.) This data shall be written in a clear and concise form, and summarized in a table form.
 - Chemical/hazardous materials that have been stored/used in the past at each site and the known generators (if available) of the materials.
 - Permits, violations, plans, records, and any other information reviewed.
 - Sketches, photographs, and/or descriptive comments as necessary to identify important features such as buildings, ponds, utility lines, etc.
 - Aquifer descriptions, (depths to groundwater, gradient, conductivity, yield, quality, and beneficial users). Public sources such as the Department of Water Resources reports and USGS reports will be sources of this type of information.
 - Geologic units: Geologic and hydrologic information should be scaled to the freeway/rail project. The shallow subsurface conditions (e.g. less than 50 feet below ground surface) will have the greatest impact on construction.
 - Location and use of all known groundwater and monitoring wells in the subject vicinity of the study area.

- All known or potential hazardous substance sites shall be identified with corresponding symbols and physical features such as geologic units, aquifer descriptions, and depth to groundwater on a project right-of-way map included in the ISA Report.
- How project may affect suspect sites (e.g. area of contamination vs. construction excavation).
- A list of sites recommended for site investigations shall be included, along with recommendations for follow-up investigations. These sites shall be ranked by significance using a rationale fully justified in the report and prioritized for scheduling this follow-up work.
- Degree of significance for each hazardous substance problem in terms of time to mitigate and approximate costs.
- Describe future plans, if any, of the EPA, Cal-EPA, RWQCB, or other agencies involved in remediating hazardous substance sites within or adjacent to the proposed right-of-way.
- Identify individuals or agencies contacted in developing the information included in the ISA Report.
- List of contact names, telephone numbers, and dates contacted, and information reviewed.
- Limitations in the adequacy and/or conclusions reached in this assessment shall be explained in detailed.

ATTACHMENT II
PHASE II
SITE INVESTIGATION REPORT

SITE INVESTIGATION REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11' size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Investigative Summary: This section should present and summarize the technical data and findings of the investigation.
5. Introduction: At a minimum, this section should include:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
6. Site Investigation Procedures: This section should provide a work plan and field work methods used for the investigation and should include, at a minimum:
 - Soil Boring Locations
 - Atmospheric Monitoring
 - Borehole Drilling, Sampling and Backfilling
 - Field Screening
 - Equipment Decontamination
 - Chemical Analyses Program
7. Site Investigation Results: This section should provide an evaluation of soil investigation results and should include, at a minimum:
 - Maps to scale showing the site location, feature locations, boring and well locations, vertical and horizontal extent of contamination, contour maps of contaminant concentrations, and hydraulic gradient.
 - Cross-sections showing subsurface geologic and hydrogeologic conditions, sample results, and estimated extent of contamination. An

estimate of volume of contaminated soil and groundwater present must be given along with assumptions and calculations used.

- Statistical analysis of sample results estimating distribution and average concentration, and statistical analysis that demonstrate trends in contaminant level and distribution.
- Backup data for maps, cross sections, and graphs.
- Summary of laboratory results.

8. Conclusions and Recommendations: This section should include, at a minimum:

- Nature, extent, and estimated volume of contamination.
- Recommendations for additional work necessary to characterize the site and potential cost.

9. Appendices: All data used to support the report including, but not limited to:

- Well and boring logs for both existing and new wells and borings (include all wells that can influence hydrogeologic conditions of the site).
- Copies of all permits (e.g. drilling permits, well permits, excavation/grading permits, etc.) obtained from state, county and/or local regulatory agencies.
- Laboratory analysis of each sample tested. Laboratory reports must include Chain-of-Custody forms.
- Survey elevations and location of wells or borings, benchmark, or monument locations.

10. References

ATTACHMENT III
REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11" size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the Contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Introduction: At a minimum, this section should include, but not limited to:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
5. Study Area Investigation: This section should include, at a minimum:
 - Surface features (topographic mapping, natural and manmade features, etc.)
 - Contaminant source investigation
 - Meteorological investigations
 - Surface water and sediment investigations
 - Soil and vadose zone investigations
 - Groundwater investigations
6. Physical Characteristics of Study Area: This section at a minimum should include field activity results, which then determine physical characteristics including:
 - Surface features
 - Geology
 - Hydrogeology
 - Soils
 - Demography and land use

7. Nature and Extent of Contamination: This section should present results of soil characterization, both natural chemical components and contaminants in media and transport.
8. Fate and Transport should include, at a minimum:
 - Potential routes of migration
 - Contaminant persistence
 - Contaminant migration
9. Risk assessment should include, at a minimum:
 - Human health evaluation
 - Environmental evaluation
10. Identification and screening Technologies: This section should include, at a minimum:
 - Remedial Action Objectives
 - General Response Actions
 - Identification of appropriate and effective technologies for remediation of soil and/or groundwater contamination at the site
11. Development and Screening of Alternatives: This section should include, at a minimum:
 - Assembly of technologies into remedial alternatives capable of addressing all media/volumes/areas of contamination which are of concern
 - Discussion of rationale for combination of technologies/media into alternatives
 - Discuss screening/evaluating of alternatives
 - Screen alternatives on the basis of effectiveness, implementation, and cost
 - Discuss feasibility to implement alternatives given the site conditions, location, and time frame
 - Discussion of effectiveness of the treatment on the material in question
 - Discuss the reliability of the alternatives in terms of demonstrated effectiveness and the operation and maintenance requirements
12. Detailed Analysis of Alternatives: This section should include an analysis of the “No Action” alternative and at least two other remedial alternatives. Each alternate analysis should address: time, operation and maintenance requirements, risks to health and environment, cost-effectiveness, level of cleanup, potential economic impact on the responsible party, the physical limitations of the site, controlling regulations and permits, public health concerns, direct and indirect capital costs, and the impact of the cleanup methods on the

continuing site activities, future construction activities and Commission or RCA use of the property.

13. Summary and Conclusions

- Summary
- Recommendations

14. Recommended Remedial Alternative: Based on the results of the detailed analysis, this section should contain a detailed discussion of the recommended remedial alternative including the basis for this recommendation.

15. References

16. Appendices

Draft

EXHIBIT "B"
COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
NV5 Environmental, LP	On-Call Environmental Site Assessment Services	\$1,000,000.00
TOTAL COSTS		\$1,000,000.00

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

Draft

EXHIBIT "C"
FEDERAL REQUIREMENTS

[ATTACHED BEHIND THIS PAGE]

Draft

FTA FUNDING REQUIREMENTS

As used herein, “RCTC” shall have the same meaning as the “Commission.” The term “contract” or “Contract” shall have the same meaning as the “Agreement.” The term “Consultant” shall have the same meaning as “Contractor” as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

- a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs” (the “Regulations”). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise [DBE Interim Final Rule](#) (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

- a. Unless otherwise directed by FTA, and notwithstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.
- b. Any DBE participation on the Agreement will not count towards any overall DBE goals.
- c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated,

"on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).
2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over \$2,000] Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of \$100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.).** Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with 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.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

- a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or RCTC.
- b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

- a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. *Additional Notice to U.S. DOT Inspector General.* The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not 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 funded under this Contract. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

- a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability
- b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.
- c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

- a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.
- b. Definitions. Consultant agrees that for purposes of this section:
 - (i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,
 - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23
 - (iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- c. Consultant requirements:
 - (i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.
 - (ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,
 - (2) Procure a commercial sex act during the period of time that this Agreement is in effect, or
 - (3) Use forced labor in the performance of this Agreement or any subagreements hereunder.
- d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

CALTRANS/STATE REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant shall not discriminate against any employee for employment on account 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. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section. Consultant shall include this provision in all subconsultants for Services to be provided under this Agreement.

2. Consultant and all subconconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Consultant shall, and shall require that its subconsultants, permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing

Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

4. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, the Commission shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by Commission in securing the goods or services hereunder shall be borne and paid for by Consultant, and Commission may deduct from any moneys due or thereafter may become due to Commission, the difference between the price named in the Agreement and the actual cost to Commission to cure Consultant's breach of this Agreement.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. PROMPT PAYMENT

Consultant 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 Consultant 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. Sections 6, Prompt Payment, of Exhibit "D" shall also apply.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

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

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

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

9. COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE.

Consultant shall fully and adequately comply with California Executive Order N-6-22 (“Russian Sanctions Program”). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit “E” (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

**FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS**

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant'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 Consultant 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: Consultant 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.

Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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).

3. DISCRIMINATION

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

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

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant 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 Consultant to a subconsultant, Consultant 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 Consultant to a penalty, payable to the subconsultant, 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 subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

D. PROMPT PAYMENT CERTIFICATION. The Consultant 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 Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. 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 Consultant or subconsultant 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 Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

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

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

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

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

Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant 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 Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

10. 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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with 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), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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

Consultant 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.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

EXHIBIT "D"
CERTIFICATE OF CONSULTANT

[ATTACHED BEHIND THIS PAGE]

Draft

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President, EHS and duly authorized representative of the firm of NV5 Environmental, LP whose address is 7338 Sycamore Blvd., Suite 4,, Riverside, CA 92508, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By:



Signature

David R. Schack, CAC

Name

Vice President, EHS

Title

March 17, 2026

**EXHIBIT “E”
LOBBYING ACTIVITIES DISCLOSURE**

[ATTACHED BEHIND THIS PAGE]

Draft

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Signed Dore SQR

Titled Vice President, EHS

Firm NV5 Environmental, LP

Date March 17, 2026

**EXHIBIT “F”
EXECUTIVE ORDER N-6-22 CERTIFICATION**

[ATTACHED BEHIND THIS PAGE]

Draft

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Riverside County Transportation Commission ("Commission") funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Commission with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: 

Printed Name: David R. Schack, CAC

Title: Vice President, EHS

Company Name: NV5 Environmental, LP

Date: March 17, 2026

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Tyler Madary, Legislative Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

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

BACKGROUND INFORMATION:

State Update

Fiscal Year 2026-27 Budget

On June 15, the Legislature approved budget legislation, Assembly Bill (AB) 109, for Fiscal Year (FY) 2026-27, sending the bill to Governor Gavin Newsom. Over the following weeks, the Legislature considered and approved subsequent budget legislation on items not initially included in AB 109. These additional budget-related bills were signed into law by Governor Newsom on June 29.

Notably, these budget bills do not include funding or actions related to the Transit and Intercity Rail Capital Program (TIRCP) and Low Carbon Transit Operations Program (LCTOP), which were deferred to August when the Legislature reconvenes for broader Greenhouse Gas Reduction Fund negotiations. Additionally, the budget did not include an expenditure of remaining Senate Bill (SB) 125 (2023) funding for the Zero Emission Transit Capital Program (ZETCP), including the planned allocation of \$230 million in FY 2026-27.

The budget package did include a one-year extension of statutory relief for transit agencies, including relief from farebox recovery requirements and relief from the requirement that agencies hold operating costs per vehicle year over year in order to apply State Transit Assistance funds fully towards operations.

Staff will continue to monitor and engage the Legislature to preserve funding for TIRCP, LCTOP, and ZETCP as negotiations unfold.

Senate Bill 1087 (Cabaldon) – Update

SB 1087 by Senator Christopher Cabaldon (Yolo) was amended on June 25 to address RCTC's concerns regarding unintended impacts to SB 1 gas tax programs and the Commission's competitiveness for these funding programs administered by the California Transportation Commission (CTC). As previously reported, RCTC submitted a Support if Amended letter on Senate Bill (SB) 1087 by Senator Christopher Cabaldon (Yolo) on April 15. This position was adopted based on the Commission-adopted State and Federal Legislative Platform. The bill modernizes the development and approval of Regional Transportation Plans (RTP)/Sustainable Communities Strategies (SCS) in a manner that makes the goals of SB 375 (Steinberg, 2008) achievable. Sponsored by the four largest metropolitan planning organizations in the state including the Southern California Association of Governments (SCAG), SB 1087 would lengthen the SCS cycle, establish necessary guardrails for the transparent and timely development and approval of the RTP/SCS, and reform the Alternative Planning Strategy process to set regions up for success.

RCTC will continue to monitor the bill for additional amendments and work with SCAG to ensure the bill accounts for regional needs and provides net benefits for Riverside County. SB 1087 will next be heard by the Assembly Appropriations Committee on a date yet to be determined.

Assembly Bill 1740 (Zbur) – Update

On June 24, RCTC submitted an Oppose Unless Amended letter on AB 1740 by Assemblymember Rick Chavez Zbur (Los Angeles). This position was adopted based on the Commission-adopted State and Federal Legislative Platform. The coastal permitting legislation, as amended on June 15, would have also granted priority to the City of Santa Monica's Active Transportation Program (ATP) applications above all others in the state, so long as the city met specified coastal permitting requirements by December 31, 2027. This language seemingly established a new precedent where other ATP applications, no matter how highly ranked in the ATP scoring process, could go unfunded. RCTC staff communicated concerns with the Senators Sabrina Cervantes (Riverside) and Kelly Seyarto (Murrieta), who serve on the Senate Local Government Committee, which considered the bill on July 1. As a result of RCTC's concerns and outreach, AB 1740 was amended on July 2 to remove language granting preference to the City of Santa Monica's ATP applications. RCTC staff have since removed the Commission's Oppose Unless Amended position on the bill and RCTC remains neutral.

Assembly Bill 2168 (Wicks) – Update

Following productive meetings with the author's office and sponsor, AB 2168 by Assemblymember Buffy Wicks (Oakland) was amended on June 22 to address RCTC's concerns. The amendments removed language requiring the CTC to develop ATP guidelines that maximize State Transportation Improvement Program funds for ATP projects and sufficiently balances the need to encourage the timely expenditure of ATP awards with providing the CTC discretion to waive penalties for previous delays outside the control of applicants. RCTC subsequently

removed its Oppose Unless Amended position on the bill on June 23. RCTC originally submitted an Oppose Unless Amended letter in April based on the Commission-adopted State and Federal Legislative Platform.

Assembly Bill 2560 (Schultz) – Update

As previously reported, RCTC opposed AB 2560 by Assemblymember Nick Schultz (Burbank) on April 10, as the bill sought to codify the goals of the Climate Action Plan for Transportation Infrastructure (CAPTI) into state law, requiring their incorporation into state transportation funding program guidelines, including programs funded by SB 1 (Beall, 2017). AB 2560 was subsequently amended on April 15 to codify CAPTI goals into state law, while removing the requirement that these goals be incorporated into state transportation funding program guidelines. RCTC remains opposed to AB 2560 as codifying into law the goals of CAPTI – an administrative document – reduces the flexibility of future state administrations to implement transportation policies and funding decisions to effectively respond to the timely and diverse needs of regions across California. AB 2560 will next be heard by the Senate Appropriations Committee on August 3.

Federal Update

Surface Transportation Reauthorization – BUILD America 250 Act

As previously reported, the House Transportation and Infrastructure Committee (House T&I) introduced the Building Unrivaled Infrastructure and Long-term Development for America's 250th Act (BUILD America 250 Act), which would serve as the five-year surface transportation reauthorization to invest in the nation's roads, bridges, transit, rail, and highway programs. The base text of the BUILD America 250 Act did not include language submitted by RCTC and several other regional county transportation commissions to restore the distribution of Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) program funds to CTCs, which was done for decades until 2021.

RCTC, in collaboration with partnering county transportation commissions, engaged the Office of Representative Julie Brownley (Oxnard), who serves on House T&I, to introduce an amendment in committee with the requested STBG/CMAQ language. Representative Brownley filed the amendment during the committee markup hearing on May 21 and, at the request of RCTC and partners, subsequently withdrew the amendment to enable ongoing dialogue with the committee chair and members as the legislative process continues. RCTC and regional county transportation commissions across the region submitted a joint letter to House T&I leadership on July 10, urging their support for this proposed amendment as the BUILD America 250 Act is considered in the House Rules Committee and on the House Floor. RCTC will continue to engage partners, the Office of Representative Brownley, and members of Congress in support of this language and will keep the Commission apprised of updates as the process unfolds.

FISCAL IMPACT:

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

Attachments:

- 1) Legislative Matrix – August 2026
- 2) AB 1740 (Zbur) Oppose Unless Amended Letter
- 3) Regional CTC STBG/CMAQ Letter

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – AUGUST 2026

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 334 (Petrie-Norris)	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Ordered to Senate Inactive File on 9/13/2025. Two-year bill.	<i>Support</i>	4/9/2025
AB 1678 (Harabedian)	Reduces the San Bernardino County Transportation Authority's oversight and discretion on a project within its own jurisdiction, setting a concerning precedent for self-help counties such as Riverside County that have an obligation to deliver promised transportation improvements.	Failed deadline. 4/24/2026.	<i>Oppose Based on Platform</i>	4/10/2026
AB 1855 (Gonzalez)	Expands California Environmental Quality Act (CEQA) exemptions for certain passenger rail projects, including the Coachella Valley Rail Project.	Failed deadline. 4/24/2026.	<i>Sponsor</i>	3/11/2026
AB 2059 (Wilson)	Provides direct relief from vehicle miles traveled (VMT) mitigation requirements if at least 80 percent of a transportation project lies within one or more nonmetropolitan counties. Addition of one or more general lanes on the state highway system are excepted from this relief unless there is a demonstrated safety or evacuation need for the project.	Hearing in the Senate Appropriations Committee on 8/3/2026.	<i>Support if Amended Based on Platform</i>	4/14/2026
AB 2560 (Schultz)	Codifies the goals of the Climate Action Plan for Transportation Infrastructure into state law.	Hearing in the Senate Appropriations Committee on 8/3/2026.	<i>Oppose Based on Platform</i>	4/10/2026
SB 512 (Pérez)	SB 512 provides statutory clarity confirming that transportation agencies with existing sales tax authority may administer a voter-approved transactions and use tax as determined by a citizens' initiative.	Passed out of the Assembly on 9/4/2025. Assembly amendments concurred in on 9/11/2025. Vetoed by Governor on 10/13/2025.	<i>Support Based on Platform</i>	7/9/2025
SB 1087 (Cabaldon)	Modernizes the development and approval of Regional Transportation Plans (RTP)/Sustainable Communities Strategies (SCS) with intention to make the goals of SB 375 (Steinberg, 2008) achievable.	Referred to the Assembly Appropriations Committee. 6/30/2026.	<i>Support if Amended Based on Platform</i>	4/15/2026



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

June 24, 2026

The Honorable Maria Elena Durazo
 Chair, Senate Local Government Committee
 State Capitol, Room 407
 Sacramento, CA 95814

Subject: AB 1740 (Zbur)—Oppose Unless Amended

Dear Chair Durazo:

On behalf of the Riverside County Transportation Commission (RCTC), I write to share our Oppose Unless Amended position on Assembly Bill (AB) 1740 by Assemblymember Rick Chavez Zbur. As amended on June 15, 2026, the bill unfairly grants priority to the City of Santa Monica's future Active Transportation Program (ATP) applications above all others in the state.

While a vast majority of the provisions in AB 1740 are specific to the City of Santa Monica and coastal zones, and therefore outside of RCTC's jurisdiction, recent amendments have broad, statewide implications. Public Resources Code Section 30512.5(b) would provide priority to the City of Santa Monica's ATP applications above all others in the state, so long as certain conditions are met. As a result, AB 1740 seemingly establishes a new precedent where other applications, no matter how highly ranked in the ATP scoring process, could go unfunded. Administered by the California Transportation Commission, the ATP is highly competitive and severely oversubscribed. Understanding this scarcity of funding, project selection for ATP awards should be conducted in a fair and just manner.

Additionally, RCTC is concerned with the process in which these amendments were adopted. The Senate and Assembly Transportation Committees retain jurisdiction over policy matters impacting transportation programs, including the ATP. Neither committee has nor will be given the opportunity to consider the amendments impacting this program.

With these concerns in mind, RCTC must oppose AB 1740 if the following language is not removed:

~~"(b) If the city submits to the commission a complete, proposed local coastal program, as required by subdivision (a), on or before December 31, 2027, the city shall be prioritized for funding made available to local governments by the Active Transportation Program pursuant to Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highways Code for projects consistent with the city's certified local coastal program to the extent not in conflict with federal law."~~

Thank you for your consideration. Should you have questions regarding RCTC's Oppose Unless Amended position, please contact Legislative Affairs Manager Tyler Madary at tmadary@rctc.org or (951) 787-7141.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Hake".

Aaron Hake
 Executive Director

CC: The Honorable Rick Chavez Zbur, Assembly District 51
 Members, Senate Local Government Committee
 Members, Riverside County Legislative Delegation



July 10, 2026

The Honorable Sam Graves
Chairman, House Transportation and Infrastructure Committee
United States House of Representatives
1135 Longworth House Office Building
Washington, D.C. 20515

The Honorable Rick Larsen
Ranking Member, House Transportation and Infrastructure Committee
United States House of Representatives
2163 Rayburn House Office Building
Washington, D.C. 20515

Subject: **Support for Amendment to Authorize Local Funding Distribution and Selection of Projects from the Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Programs**

Dear Chairman Graves and Ranking Member Larsen:

As the County Transportation Commission (CTC) for each one of the six counties in the largest metropolitan planning area in the nation, we write to express our strong support for a priority surface transportation reauthorization request, as submitted via amendment by Representative Julia Brownley (D-CA) during the House Transportation Infrastructure Committee markup of the BUILD America 250 Act, that would authorize CTCs created by state law to receive federal Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) program funds and select projects for funding from these programs within their regions. Importantly, this request reflects a unified regional position among all six CTCs within the Southern California Association of Governments (SCAG) region and has garnered strong bi-partisan support by members of Congress throughout the region. We would encourage reconsideration of this language when the BUILD America 250 Act is taken up on the House Floor.

For three decades, the SCAG region successfully operated under a locally driven framework in which the State Department of Transportation suballocated STBG and CMAQ funds to CTCs following the federal apportionment formula for each program. This approach empowered these local agencies to plan and deliver transportation projects tailored to their communities, while ensuring accountability and timely use of federal funds.

In 2021, a federal corrective action prohibited the State DOT from suballocating STBG and CMAQ program funds and Metropolitan Planning Organizations (MPOs) from



delegating project selection to CTCs and other units of local government, effectively centralizing control at the regional level. In the SCAG region, which is home to over 18.8 million people across six counties and nearly 200 cities, this shift has disrupted long-range planning, delayed project delivery, and diminished local responsiveness. The approval of the proposed amendment will yield substantial efficiency gains by reducing administrative layers and directing more funding to project delivery, in a manner that expedites and ensures the full obligation of the federal funds. It will also ensure accountability and responsiveness to local needs while preserving MPO oversight and approval of the transportation improvement program for the region.

The undersigned County Transportation Commissions of the SCAG region encourage your support for the proposed amendment when the BUILD America 250 Act is taken up by the House Rules Committee and when the bill is considered on the House Floor.

Sincerely,

Stephanie Wiggins
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority

Darrell E. Johnson
Chief Executive Officer
Orange County Transportation Authority

Martin Erickson
Executive Director
Ventura County Transportation Commission

Carrie Schindler
Executive Director
San Bernardino County Transportation Authority

Aaron Hake
Executive Director
Riverside County Transportation Commission



David Aguirre
Executive Director
Imperial County Transportation Commission

- c: The Honorable David Rouzer (NC-7), Chairman, House Transportation and Infrastructure Subcommittee on Highways and Transit
The Honorable Eleanor Holmes Norton (DC), Ranking Member, House Transportation and Infrastructure Subcommittee on Highways and Transit
The Honorable Julia Brownley (CA-26), Member, House Transportation and Infrastructure Committee
The Honorable Salud Carbajal (CA-24), Member House Transportation and Infrastructure Committee
The Honorable Laura Friedman (CA-30), Member, House Transportation and Infrastructure Committee
The Honorable Robert Garcia (CA-42), Member, House Transportation and Infrastructure Committee

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Angela Ferreira, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Advance Mitigation Program Overview

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a presentation for the Riverside County Transportation Commission Advanced Mitigation Program.

BACKGROUND INFORMATION:

The Riverside County Transportation Commission Advance Mitigation Program (RAMP) is a strategic program designed to secure environmental mitigation resources before they are needed by a specific transportation project. Through the advance identification, acquisition, and preservation of mitigation resources, RAMP provides a proactive and flexible approach to meeting future environmental permitting requirements, reducing project delivery risks, and supporting the long-term transportation needs of Riverside County. The program focuses on mitigation resources located within Riverside County that can support current and future transportation projects throughout the region.

In July 2025, Commission staff met with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service (collectively, the Wildlife Agencies) to introduce RAMP, discuss program implementation, and review some potential properties. The Wildlife Agencies expressed support for both the program and one of the potential properties.

RAMP is administered by Commission staff in coordination with federal and state Wildlife Agencies and other regulatory partners. Through this collaborative program, staff evaluate potential mitigation opportunities, confirm resource suitability, and return to the Commission for authorization before implementing mitigation resource preservation strategies under RAMP.

DISCUSSION:

The need for RAMP is driven by current conditions in the mitigation market. Environmental mitigation refers to actions required by regulatory agencies to offset impacts to natural resources caused by transportation projects. Because mitigation credits are currently limited or unavailable

in the region, securing land now ensures the Commission can continue delivering projects without delay.

Currently, surrounding mitigation banks have limited or no available credits, which restricts the ability to satisfy regulatory requirements when needed. This shortage introduces risks to project delivery, including potential permitting delays, extended schedules, and increased costs. Under these conditions, reliance solely on mitigation banks is no longer a viable or strategic approach.

Accordingly, RAMP advances the Commission's mitigation strategy by securing strategic mitigation resources in advance of future transportation project needs while following the Commission's Right of Way Policies and Procedures Manual. This proactive approach provides greater certainty in meeting environmental requirements, reduces exposure to mitigation market constraints, and supports the timely delivery of transportation projects throughout Riverside County.

The need for mitigation typically arises during the environmental review and permitting of transportation projects. By securing mitigation resources early, the Commission can:

- Improve project delivery timelines by reducing permitting delays;
- Increase flexibility in meeting environmental requirements;
- Support regional conservation objectives under the Multiple species Habitat Conservation Plan (MSHCP); and
- Potentially reduce long-term mitigation costs through strategic acquisition.

PROCESS:

Before mitigation resources are presented to the Commission for consideration under RAMP, staff evaluate their biological value, regulatory suitability, mitigation potential, and alignment with anticipated regional transportation mitigation needs. This due diligence helps ensure that resources advanced through the program are capable of supporting future mitigation requirements and advancing the program's objectives. Once a mitigation opportunity has been evaluated and determined suitable for the program, it advances through the following framework.

RAMP Framework — How the Program Works

- Identify and evaluate potential mitigation resources in advance of project need;
- Coordinate with Wildlife Agencies and other regulatory partners;
- Confirm available resources through biological assessments, field inspections, appraisals, and offer preparation;
- Seek Commission authorization to acquire and preserve strategic resources;
- Apply the resource to an eligible project when a need is identified and approvals are obtained; and
- Allocate costs, credits, or reimbursement back to the advance mitigation program or

originating project.

This framework is similar to the approach already being implemented at the San Timoteo Canyon mitigation site and demonstrates how advance mitigation can work in practice. The San Timoteo Canyon mitigation site contains 18.03 acres of riparian and least Bell's vireo habitat, of which the Mid County Parkway (MCP) Project used 11 acres to satisfy its mitigation requirements, leaving 7.03 acres available for future eligible projects. To date, 0.23 acres have been allocated to the SR-91 Corridor Improvement Project (CIP), 0.39 acres to SART, and 0.90 acres to the Caltrans I-15 Temecula Project, resulting in a total of 1.52 acres of approved mitigation credits being utilized and approximately 5.51 acres remaining for future project needs. Through this model, mitigation resources acquired for one project can be applied to another eligible project, subject to agency approval, with the benefiting project crediting or reimbursing the originating project or program for its proportional share of the mitigation value. This provides a practical example of how RAMP can support future transportation projects while maintaining accountability for mitigation resources and costs.

FISCAL IMPACT:

The FY 2026/27 Budget includes \$4.0 million under Project No. 622402 – Property Management Highway. Funding for the activities described in this report will be provided from Measure A.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	August 12, 2026
TO:	Riverside County Transportation Commission
FROM:	Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	U.S. Construction Outlook

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a presentation titled *U.S. Construction Outlook: What's in the Mix for the Rest of '26 (and Beyond)?* by Ken Simonson, Chief Economist, Associated General Contractors of America.

BACKGROUND INFORMATION:

At the April 8, 2026, Commission meeting, Commissioners had questions in response to a presentation on the Coachella Valley Association of Governments' continued analysis of project funding concerns. The discussion focused on rising construction costs, the factors driving those increases, and whether specific bid items were contributing to higher construction bids. Staff responded to the questions at the meeting, but staff determined that the Commission would benefit from a presentation by an industry expert regarding current construction economic conditions and potential future cost trends that could influence project costs.

Associated General Contractors of America

RCTC and the Associated General Contractors of America (AGC) have a long-standing working relationship. RCTC staff and AGC representatives meet regularly to discuss upcoming RCTC projects, industry conditions, and emerging construction-related challenges.

AGC was founded in 1918 and is one of the nation's leading construction industry associations, representing more than 27,000 member firms across the United States and covering multiple disciplines within the construction industry.

U.S. Construction Outlook

Staff coordinated with AGC to provide the presentation titled *U.S. Construction Outlook: What's in the Mix for the Rest of '26 (and Beyond)?* by Ken Simonson, Chief Economist, AGC of America. The presentation is intended to provide the Commission with a broader industry perspective on

construction market conditions, cost pressures, and potential trends that may affect transportation project delivery. In addition, Ashley Kaiser, Director of Governmental Affairs, AGC will be present to respond to any question that the Commission may have.

FISCAL IMPACT:

None.